Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### **ROYAL BANK OF CANADA**

**Applicant** 

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

#### APPLICATION RECORD

July 18, 2025

#### AIRD & BERLIS LLP

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Lawyers for Royal Bank of Canada

**TO: SERVICE LIST** 

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### **ROYAL BANK OF CANADA**

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#### PENTAGON LOGISTICS INC.

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

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### TAB 1



Court File No.

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

BETWEEN:

#### **ROYAL BANK OF CANADA**

**Applicant** 

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

(Court seal)

#### NOTICE OF APPLICATION

#### TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing

☐ In person
☐ By telephone conference

for scheduling purposes before a Judge presiding over the Commercial List on a date to be scheduled, or as soon after that time as the matter can be heard, via Zoom coordinates to be provided by the court.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of

Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: July 14, 2025

Issued by .....

Local registrar

Address of

court office 330 University Avenue

Toronto, ON M5G 1R7

**TO: SERVICE LIST** 

#### **APPLICATION**

- 1. The applicant, Royal Bank of Canada ("**RBC**"), makes application for an Order that:
  - a) if necessary, abridges the time for service and filing of this notice of application and the application record or, in the alternative, dispenses with and/or validates service of same;
  - appoints msi Spergel Inc. ("Spergel") as receiver, without security, of all the assets, undertakings and properties of Pentagon Logistics Inc. (the "Debtor") acquired for, or used in relation to any business carried on by the Debtor and all proceeds thereof (collectively, the "Property"); and
  - c) grants such further and other relief as is just.
- 2. The grounds for the application are:
  - a) the Debtor is incorporated under the *Business Corporations Act* (Ontario) (and is extra-provincially registered in Quebec) with a registered head office in Mississauga, Ontario, and operates as a trucking transport and logistics company with operations across North America;
  - b) Drazen Bratic ("**Drazen**") and Marko Bratic are the Debtor's registered directors and officers;
  - c) the Debtor is indebted to RBC in connection with certain credit facilities made available by RBC to the Debtor (the "Credit Facilities") pursuant to and under the terms of:
    - the credit agreement dated August 9, 2021 between RBC and the Debtor, as amended by amending agreements dated April 11, 2022 and October 13, 2022 (collectively, the "Primary Credit Agreements");
    - ii) the VISA agreement entered into between RBC and the Debtor dated March 9, 2016 (the "VISA Agreement"); and

- the master lease agreement entered into between RBC and the Debtor dated February 25, 2016, together with the leasing schedules entered into thereunder (collectively, the "Master Lease Agreement" and, together with the Primary Credit Agreement and the VISA Agreement, the "Credit Agreements");
- d) the Debtor's obligations to RBC, including, without limitation, those under the Credit Agreements, are guaranteed by Drazen pursuant to the written guarantee and postponement of claim granted to RBC in the limited principal amount of \$2,600,000.00 dated October 27, 2021 (the "Guarantee");
- e) as security for its obligations to RBC, including, without limitation, under the Credit Agreements, the Debtor provided security in favour of RBC (the "Security"), including, without limitation:
  - i) general security agreement dated April 5, 2016 granted by the Debtor in favour of RBC, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**"); and
  - ii) the cash collateral agreements dated July 29, 2021 and April 13, 2022 granted by the Debtor in favour of RBC;
- f) the certified PPSA search results for the Debtor show 37 different registration families, including without limitation, a registration in favour of RBC against all collateral classifications other than consumer goods (the "General RBC Registration"). Each of the other registrations is either limited on its face to certain collateral/motor vehicles or is registered after the General RBC Registration;
- g) certain of the Credit Facilities are repayable on demand. In addition, one or more event of default has also occurred;
- h) on May 28, 2025, RBC proceeded to make formal written demand on the Debtor and Drazen for payment of the amounts owed to RBC in respect of the Credit Facilities and the corresponding Guarantee (the "**Demand Letters**");

- i) the Demand Letter sent to the Debtor was accompanied by a notice of intention to enforce security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada);
- j) as set out in the Demand Letters, as of May 28, 2025, CAD \$1,102,635.92 plus USD \$303,533.13 was due and owing to RBC for principal and interest by the Debtor pursuant to its Credit Facilities (plus costs, expenses and accruing interest, the "Demanded Indebtedness");
- k) the Debtor and Drazen have failed to honour the Demand Letters and have failed to make arrangements satisfactory to RBC;
- 1) the Demanded Indebtedness remains outstanding and continues to increase;
- m) at this stage, RBC considers the only reasonable and prudent path forward is to take any and all steps necessary to protect the Property by having a receiver appointed, and it is within RBC's rights under the Security to do so;
- n) it is just and equitable that a receiver be appointed. A receiver is necessary for the protection and monetization of the Property;
- o) RBC proposes that Spergel, a licensed insolvency trustee familiar with the circumstances of the Debtor and its arrangements with RBC, be appointed as the receiver;
- p) Spergel has consented to being appointed as the receiver;
- q) the other grounds set out in the affidavit of Ryan Wood, to be sworn, in support of the within application (the "Supporting Affidavit");
- r) subsection 243(1) of the BIA;
- s) section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended;
- t) rules 1.04, 2.01, 2.03, 3.02, 16, 38 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

- u) such further grounds as are required and this Court may permit.
- 3. The following documentary evidence will be used at the hearing of the application:
  - a) the Supporting Affidavit;
  - b) the consent of Spergel to act as the receiver; and
  - c) such other material as is required and this Court may permit.

July 14, 2025

#### AIRD & BERLIS LLP

Barristers & Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9

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Lawyers for Royal Bank of Canada

Court File No.

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### **ROYAL BANK OF CANADA**

Applicant

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

#### **SERVICE LIST**

(current as of July 7, 2025)

TO:	AIRD & BERLIS LLP	
	Brookfield Place	
	181 Bay Street, Suite 1800	
	Toronto, ON M5J 2T9	
	Sanjeev P. R. Mitra	
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	Kieran Moloney	
	Tel: (416) 865-3422	
	Email: kmoloney@airdberlis.com	
	Lawyers for the Applicant	

AND TO:	MSI SPERGEL INC.
	200 Yorkland Boulevard, Suite 1100
	Toronto, ON M2J 5C1
	Mukul Manchanda
	Tel: (519) 661-6705
	Email: mmanchanda@spergel.ca
	Proposed Receiver
AND TO:	PENTAGON LOGISTICS INC.
	7045 Millcreek Drive
	Mississauga, ON L5N 3R3
	Drazen Bratic
	Email: draz@pentagonlogistics.ca
	Differit diaz (a) politago in o giorno si o di
	Respondent
AND TO:	DRAZEN BRATIC
	1433 Bough Beeches Blvd
	Mississauga, ON L4W 3B4
	Personal Guarantor
	reisonal Guarantoi
AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY
	151 Yonge Street 4th Floor
	Toronto ON M5C 2W7
	Tel: (416) 973-6441
	Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	DEPARTMENT OF JUSTICE CANADA
	Ontario Regional Office
	120 Adelaide Street West, Suite 400
	Toronto, ON M5H 1T1
	Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	HIS MAJESTY THE KING IN RIGHT OF CANADA
	as represented by Ministry of Finance
	Legal Services Branch
	Revenue Collections Branch – Insolvency Unit
	33 King Street West, P.O. Box 627
	Oshawa, ON L1H 8H5
	Email: insolvency.unit@ontario.ca

AND TO:	HITACHI CAPITAL CANADA CORP.
	3390 South Service Road, Suite 301
	Burlington, ON L7N 3J5
	DDC 4 D
	PPSA Registrant
AND TO:	BANK OF MONTREAL
AND TO:	5750 Explorer Drive, 3rd Floor
	Mississauga, ON L4W 0A9
	Wississauga, ON LAW 0/1)
	PPSA Registrant
	112111081311111
AND TO:	PNC VENDOR FINANCE CORPORATION CANADA
AND TO:	2-4145 North Service Road
	Burlington, ON L7L 6A3
	Burnington, ON E7E 0/13
	PPSA Registrant
	112111081311111
AND TO:	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
AND IO.	5046 Mainway, Unit 1
	Burlington, ON L7L 5Z1
	PPSA Registrant
AND TO:	MITSUBISHI HC CAPITAL CANADA LEASING, INC.
	301-3390 South Service Rd.
	Burlington, ON L7N3J5
	DDS A Degistrent
	PPSA Registrant
AND TO:	TPINE LEASING CAPITAL CORPORATION
	6050 Dixie Road
	Mississauga, ON L5T 1A6
	PPSA Registrant
	11 SA Registratit
ANDEO	
AND TO:	PENSKE TRUCK LEASING CANADA INC. and LOCATIONS DE CAMIONS PENSKE CANADA INC.
	CAMIONS FENSKE CANADA INC.
	Rt 10 Green Hills, PO Box 791
	Reading, PA 19603
	United States
	PPSA Registrant
AND TO:	MERIDIAN ONECAP CREDIT CORP.
111.10.	Suite 1500, 4710 Kingsway
	Burnaby, BC V5H 4M2
	PPSA Registrant

AND TO:	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
	630 - 401 The West Mall
	Toronto, ON M9C 5J5
	DDS A Dogistrant
	PPSA Registrant
AND TO:	STOUGHTON TRAILERS CANADA CORPORATION
	416 S. Academy Street
	Stoughton, WI 53589
	United States
	PPSA Registrant
AND TO:	TRANSPORT TRAILER SALES INC.
THIE TO:	8085 Esquesing Line
	Milton, ON L9T 9E3
	Hanton, CTV EST SEC
	PPSA Registrant
AND TO:	ASA TRUCK REPAIRS INC.
	1315 Shawson Drive, Unit B
	Mississauga, ON L4W 1C4
	Mississaugu, etv 2111 1e 1
	PPSA Registrant
AND TO:	2268325 ONTARIO INC. O/A TORONTO TRUCK TIRE CENTRE
	225 Claireport Crescent
	Toronto, ON M9W 6P7
	PPSA Registrant
AND TO:	VAULT CREDIT CORPORATION
	41 Scarsdale Road, Suite 5
	Toronto, ON M3B 2R2
	PPSA Registrant
AND TO:	XTRA LEASE LLC
	7911 Forsyth Blvd, Suite 600
	St Louis, MO 63105
	United States
	DDS A Dogistrant
	PPSA Registrant

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Court File No./N° du dossier du greffe : CV-25-00747526-00CL

Electronically issued / Délivré par voie électronique : 14-Jul-2025 Toronto Superior Court of Justice / Cour supérieure de justice

ROYAL BANK OF CANADA

PENTAGON LOGISTICS INC. - and -

Applicant

Respondent

Court File No.

# SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

# Proceedings commenced at Toronto

# NOTICE OF APPLICATION

# AIRD & BERLIS LLP

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Lawyers for Royal Bank of Canada

### **TAB 2**

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE	)	<*>, THE <*>
	)	
JUSTICE	)	DAY OF <mark>&lt;*&gt;</mark> , 2025

BETWEEN:

#### **ROYAL BANK OF CANADA**

**Applicant** 

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

### ORDER (Appointing Receiver)

THIS APPLICATION made by Royal Bank of Canada ("RBC") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc. ("Spergel") as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Pentagon Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavit of Ryan Wood sworn July 16, 2025 and the Exhibits thereto, including, without limitation, the Consent to Receiver executed by the Debtor dated July 15, 2025, and on hearing the submissions of counsel for RBC, and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service, filed, and on reading the consent of Spergel to act as the Receiver, filed,

#### **SERVICE**

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

#### **APPOINTMENT**

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

#### **RECEIVER'S POWERS**

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
  - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
- 7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords (if any) with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### NO PROCEEDINGS AGAINST THE RECEIVER

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

#### NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

#### NO EXERCISE OF RIGHTS OR REMEDIES

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

#### NO INTERFERENCE WITH THE RECEIVER

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

#### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

#### RECEIVER TO HOLD FUNDS

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

#### **EMPLOYEES**

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

#### PIPEDA AND ANTI-SPAM LEGISLATION

- 15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.
- 16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act, the Ontario Environmental Protection Act, the Ontario Water Resources Act or the Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

- 19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

counsel are hereby referred to a judge of the Ontario Superior Court of Justice (Commercial List).

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

#### **FUNDING OF THE RECEIVERSHIP**

- 22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### SERVICE AND NOTICE

- 26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <a href="https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial">https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial</a>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtor's name from the engagement list at the following URL: <a href="https://www.spergelcorporate.ca/engagements/">https://www.spergelcorporate.ca/engagements/</a>.
- 27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

- 28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

- 30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 32. **THIS COURT ORDERS** that RBC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of RBC's security or, if not so provided by RBC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

#### **SCHEDULE "A"**

#### RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of Pentagon Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereo (collectively, the "Property"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the *> day of *>, 2025 (the "Order") made in an application having Court file number CV-25-00747526-00CL, has received as such Received from the holder of this certificate (the "Lender") the principal sum of \$, being part of the total principal sum of \$250,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the day of each month] after the date hereof at a notional rate per annum equal to the rate of per cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the <i>Bankruptcy and Insolvency Act</i> , and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable a

Until all liability in respect of this certificate has been terminated, no certificates creating

charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

the main office of the Lender at Toronto, Ontario.

5.

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

- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of	, 20
	msi Spergel inc., solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:

Title:

#### **ROYAL BANK OF CANADA**

#### - and - **PENTAGON LOGISTICS INC.**

Applicant Respondent

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

#### **Proceedings commenced at Toronto**

#### **APPOINTMENT ORDER**

#### AIRD & BERLIS LLP

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Lawyers for Royal Bank of Canada

### **TAB 3**

Revised: January 21, 2014 s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No.

Court File No. CV-25-00747526-00CL

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

THE HONOURABLE—	) <del>WEEKDAY<mark>&lt;*&gt;</mark></del> , THE #- <mark>&lt;*&gt;</mark>
JUSTICE —	DAY OF <del>MONTH, 20YR *&gt;,</del> 2025

#### BETWEEN:

#### **ROYAL BANK OF CANADA**

PLAINTIFF<sup>1</sup>
Applicant

Plaintiff - and -

**DEFENDANT PENTAGON LOGISTICS INC.** 

Respondent

#### **Defendant**

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

#### **ORDER**

(appointing Appointing Receiver)

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

THIS MOTION made by the Plaintiff<sup>2</sup> APPLICATION made by Royal Bank of Canada ("RBC") for an Order pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the ""BIA"") and section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the ""CJA"") appointing [RECEIVER'S NAME] msi Spergel inc. ("Spergel") as receiver [and manager] (in such capacities capacity, the ""Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Pentagon Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario by judicial videoconference via Zoom.

ON READING the affidavit of [NAME]Ryan Wood sworn [DATE]July 16, 2025 and the Exhibits thereto, including, without limitation, the Consent to Receiver executed by the Debtor dated July 15, 2025, and on hearing the submissions of counsel for [NAMES]RBC, and such other counsel as were present, no one appearing for [NAME] any other stakeholder although duly served as appears from the affidavit of service—of [NAME] sworn [DATE], filed, and on reading the consent of [RECEIVER'S NAME] Spergel to act as the Receiver, filed,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion notice of application and the Motion application record is hereby abridged and validated so that this motion application is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME] Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a

<sup>&</sup>lt;sup>2</sup> Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

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

business carried on by the Debtor, including and all proceeds thereof (<u>collectively</u>, the ""Property").

#### **RECEIVER'S POWERS**

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the <a href="Receiver's Receiver's Powers">Receiver's Powers</a> and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
  - i. (i)—without the approval of this Court in respect of any transaction not exceeding \$\_\_\_\_\_\_50,000, provided that the aggregate consideration for all such transactions does not exceed \$\_\_\_\_\_250,000; and
  - ii. (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

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

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations-;

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

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
- 7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords (if any) with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this

Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### NO PROCEEDINGS AGAINST THE RECEIVER

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

#### NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

#### NO EXERCISE OF RIGHTS OR REMEDIES

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

#### NO INTERFERENCE WITH THE RECEIVER

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

#### **CONTINUATION OF SERVICES**

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

#### RECEIVER TO HOLD FUNDS

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

#### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor, if any, shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in

writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

#### PIPEDA AND ANTI-SPAM LEGISLATION

- 15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a ""Sale""). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.
- 16. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

17. 16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or

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

#### LIMITATION ON THE RECEIVER'S LIABILITY

18. 17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S RECEIVER'S ACCOUNTS**

19. 18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's "Receiver's "Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges

and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

- 20. 19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice (Commercial List).
- 21. 20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$\\_\_250,000\$ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

- 23. 22. THIS COURT ORDERS that neither the Receiver's Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 24. 23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 25. 24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Receiver's Certificates.

#### SERVICE AND NOTICE

- 26. 25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <a href="http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/https://www.ontariocourts.ca/scj/practice/practice-directions/eservice-commercial</a>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "Rules") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol withand shall be accessible by selecting the Debtor's name from the engagement list at the following URL ' https://www.spergelcorporate.ca/engagements/.
- 27. 26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the <u>Debtor's Debtor's</u> creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

- 28. 27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 29. 28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- <u>30.</u> <u>29.</u> THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 31. 30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 32. 31. THIS COURT ORDERS that the PlaintiffRBC shall have its costs of this motionapplication, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's RBC's security or, if not so provided by the Plaintiff's RBC's security, then on a

substantial indemnity basis to be paid by the Receiver from the <u>Debtor's Debtor's</u> estate with such priority and at such time as this Court may determine.

- 33. 32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days! notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 34. THIS COURT ORDERS that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

# SCHEDULE "A"

# RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that [RECEIVER'S NAME] msi Spergel inc., the receiver (the
""Receiver"") of all of the assets, undertakings and properties [DEBTOR'S NAME] of Pentagon
Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the
Debtor, including all proceeds thereof (collectively, the "Property"), appointed by Order of the
Ontario Superior Court of Justice (Commercial List) (the ""Court") dated the day of
, 202025 (the ""Order"") made in an action application having Court file number
CLCV-25-00747526-00CL, has received as such Receiver from the holder of this
certificate (the "Lender") the principal sum of \$, being part of the total principal
sum of \$ which the Receiver is authorized to borrow under and pursuant to
the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with
interest thereon calculated and compounded [daily][monthly not in advance on the day
of each month] after the date hereof at a notional rate per annum equal to the rate of per
cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the
principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the
Order or to any further order of the Court, a charge upon the whole of the Property, in priority to
the security interests of any other person, but subject to the priority of the charges set out in the
Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself
out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at
the main office of the Lender at Toronto Ontario

- 5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the	day of	, 20	
		its cap - as Re	civer of the Property, and not in its al capacity
		Per:	
			Name: <u>Title</u> :
			Title:

#### **ROYAL BANK OF CANADA**

- and -

**PENTAGON LOGISTICS INC.** 

**Applicant** 

Respondent

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

**Proceedings commenced at Toronto** 

#### **APPOINTMENT ORDER**

#### **AIRD & BERLIS LLP**

Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

#### Sanjeev P. R. Mitra (LSO No. 37934U)

Tel: (416) 865-3085 Fax: (416) 863-1515

Email: smitra@airdberlis.com

#### Calvin Horsten (LSO No. 90418I)

Tel: (416) 865-3077 Fax: (416) 863-1515

Email: chorsten@airdberlis.com

#### Kieran Moloney (LSO No. 92686W)

Tel: (416) 865-3422 Fax: (416) 863-1515

Email: kmoloney@airdberlis.com

Lawyers for Royal Bank of Canada

# **TAB 4**

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### ROYAL BANK OF CANADA

**Applicant** 

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

### AFFIDAVIT OF RYAN WOOD (Sworn July 16, 2025)

I, RYAN WOOD, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Manager in the Special Loans department of Royal Bank of Canada ("RBC").

RBC is a secured creditor of the Respondent, Pentagon Logistics Inc. (the "Debtor"), and I am responsible for RBC's management of the credit facilities that RBC advanced to the Debtor (the "Credit Facilities"). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have such personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

#### **PURPOSE**

2. I am swearing this Affidavit in support of an application by RBC for an Order which, in substance, appoints msi Spergel inc. ("Spergel") as receiver, without security, of all the assets, undertakings and properties of the Debtor (collectively, the "Property") acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof.

#### **DESCRIPTION OF THE DEBTOR**

- 3. The Debtor's Ontario corporate profile report is attached as **Exhibit "A"** to this Affidavit. It reflects that: (i) the Debtor is a privately-owned corporation registered under Ontario's *Business Corporations Act* with a registered head office in Mississauga, Ontario; and (ii) Drazen Bratic ("**Drazen**") is the Debtor's sole director and officer.
- 4. The Debtor's Quebec corporate profile report is attached as **Exhibit "B"** to this Affidavit. It reflects that: (i) in addition to the Ontario registration, the Debtor is registered extra-provincially under Quebec's *Business Corporations Act* with a registered head office in Mississauga, Ontario; and (ii) Drazen and Marko Bratic are listed as directors and officers of the Debtor.

#### RBC'S LOANS TO THE DEBTOR AND RELATED SECURITY

5. The Debtor is indebted to RBC in connection with the Credit Facilities made available to it pursuant to and under the terms of (i) the credit agreement between RBC and the Debtor dated August 9, 2021, as amended by amending agreements dated April 11, 2022 and October 13, 2022 (collectively, the "Primary Credit Agreement"); (ii) the VISA agreement dated March 9, 2016 (the "VISA Agreement"); and (iii) the master lease agreement dated February 25, 2016, together with any leasing schedules entered into thereunder (collectively, the "Master Lease Agreement")

and, together with the Primary Credit Agreement and the VISA Agreement, the "Credit Agreements"). Copies of the Credit Agreements are collectively attached as Exhibit "C" to this Affidavit.

- 6. To secure its obligations to RBC, the Debtor provided security to RBC (the "Security"), including, without limitation, the general security agreement dated April 5, 2016, registration in respect of which was made under the Personal Property Security Act (Ontario) (the "PPSA") and a copy of which is attached as Exhibit "D" to this Affidavit.
- 7. The Debtor's obligations to RBC are also guaranteed by Drazen up to the principal amount of \$2,600,000.00 (the "Guarantee"). A copy of the Guarantee dated October 27, 2021 is attached as Exhibit "E" to this Affidavit.

#### THE DEBTOR'S SECURED CREDITORS

8. A copy of the certified PPSA search results for the Debtor as at July 7, 2025 are attached as **Exhibit "F"** to this Affidavit. These search results show 37 different registration families including, without limitation, a PPSA registration in favour of RBC against all collateral classifications other than consumer goods (the "**General RBC Registration**"). Each of the other registrations is limited on its face to certain equipment/motor vehicles, and/or is registered after the General RBC Registration. I am advised by RBC's co-counsel, Calvin Horsten, and verily believe, that RBC will serve all these other PPSA registrants with a copy of the within application.

#### **DEFAULTS AND DEMAND**

9. Certain of the Credit Facilities are repayable on demand. In addition, one or more Event of Default (as defined in the Credit Agreements) has also occurred, including, without limitation,

payment defaults and the occurrence of a material adverse change in the financial condition and/or operation of the Debtor.

- 10. The Debtor advised RBC by way of email correspondence dated May 21, 2025 that it had no means to pay its debt obligations and that it had ceased operations. A copy of this email correspondence is attached as **Exhibit "G"** to this Affidavit.
- 11. On May 28, 2025, RBC proceeded to make formal written demand on the Debtor and Drazen for payment of the amounts owed to RBC under the Credit Agreements and the Guarantee, as applicable (together, the "Demand Letters"). A notice of intention to enforce security (the "BIA Notice") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") accompanied the Demand Letter sent to the Debtor. Copies of the Demand Letters and the BIA Notice are attached collectively as Exhibit "H" to this Affidavit.
- 12. As particularized in more detail in the Demand Letters, CAD \$1,102,635.92 plus USD \$303,533.13 was due and owing to RBC for principal and interest as of May 28, 2025, plus accruing interest and costs (collectively, the "Indebtedness").
- 13. As of the date of the swearing of this Affidavit, the Indebtedness remains outstanding and continues to increase.
- 14. The Debtor and Drazen have failed to honour the Demand Letters and have failed to make arrangements satisfactory to RBC for the repayment in full of the Indebtedness.
- 15. At this stage, RBC considers that the only reasonable and prudent path forward is to take any and all steps necessary to protect the Property by having a receiver appointed, and it is within RBC's rights under its Security to do so.

#### APPOINTMENT OF A RECEIVER

- 16. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. A receiver is necessary for the protection of the Property and the interests of RBC and all stakeholders. RBC believes that the appointment of a receiver would enhance the prospect of recovery by RBC and protect all stakeholders.
- 17. RBC proposes that Spergel be appointed as the receiver of the Property. Spergel is a licensed insolvency trustee, and is familiar with the circumstances of the Debtor and its arrangements with RBC. Spergel has consented to act as receiver should the Court so appoint it, as set out in Spergel's consent attached as **Exhibit "I"** to this Affidavit.
- 18. On July 15, 2025, the Debtor executed and delivered to RBC a Consent to Receiver, a copy of which is attached as **Exhibit** "J" to this Affidavit.
- 19. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN remotely by Ryan Wood, before me at the City of Toronto in the Province of Ontario on this 16th day of July, 2025, in accordance with O. Reg 431/20,

Administering Oath or Declaration Remotely.

A Commissioner, etc.

Calvin Horsten (LSO No. 90418I)

DOAN-WOOD

This is Exhibit "A" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



Ministry of Public and Business Service Delivery

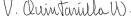
# **Profile Report**

PENTAGON LOGISTICS INC. as of May 19, 2025

Act
Type
Name
Ontario Corporation Number (OCN)
Governing Jurisdiction
Status
Date of Incorporation
Registered or Head Office Address

Business Corporations Act
Ontario Business Corporation
PENTAGON LOGISTICS INC.
2091067
Canada - Ontario
Active
January 12, 2006
7045 Millcreek Drive, Mississauga, Ontario, L5N 3R3, Canada

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



Director/Registrar

Minimum Number of Directors

Maximum Number of Directors

Active Director(s)

**Resident Canadian** 

Name DRAZEN BRATIC

Address for Service 1433 Bough Beeches Blvd, Mississauga, Ontario, L4W 3B4,

Canada Yes

Date Began January 12, 2006

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

V. Quintarilla W.

Director/Registrar

Active Officer(s)

NameDRAZEN BRATICPositionPresident

Address for Service 1433 Bough Beeches Blvd, Mississauga, Ontario, L4W 3B4,

Canada

Date Began September 01, 2018

NameDRAZEN BRATICPositionSecretary

Address for Service 1433 Bough Beeches Blvd, Mississauga, Ontario, L4W 3B4,

Canada

Date Began January 12, 2006

NameDRAZEN BRATICPositionTreasurer

Address for Service 1433 Bough Beeches Blvd, Mississauga, Ontario, L4W 3B4,

Canada

Date Began January 12, 2006

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

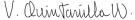
V. Quintarilla W.

Director/Registrar

**Corporate Name History** 

Name Effective Date PENTAGON LOGISTICS INC. January 12, 2006

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

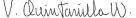


Director/Registrar

#### **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.

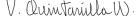


Director/Registrar

#### **Expired or Cancelled Business Names**

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

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



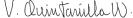
Director/Registrar

#### **Document List**

Filing Name

Filing Name	Effective Date
Annual Return - 2023 PAF: DRAZEN BRATIC	July 02, 2024
Annual Return - 2022 PAF: DRAZEN BRATIC	November 22, 2023
Annual Return - 2020 PAF: DRAZEN BRATIC - DIRECTOR	May 02, 2021
Annual Return - 2019 PAF: DRAZEN BRATIC - DIRECTOR	June 14, 2020
CIA - Notice of Change PAF: KHA DANG - OTHER	January 24, 2020
Annual Return - 2018 PAF: DRAZEN BRATIC - DIRECTOR	June 23, 2019
CIA - Notice of Change PAF: KHA DANG - OTHER	September 06, 2018
BCA - Articles of Amendment	August 22, 2018
Annual Return - 2017 PAF: DRAZEN BRATIC - DIRECTOR	August 19, 2018
Annual Return - 2016 PAF: DRAZEN BRATIC - DIRECTOR	July 02, 2017
CIA - Notice of Change PAF: DRAZEN BRATIC - DIRECTOR	April 04, 2016
Annual Return - 2015 PAF: DRAZEN BRATIC - DIRECTOR	March 05, 2016
Annual Return - 2014 PAF: DRAZEN BRATIC - DIRECTOR	September 26, 2015

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



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

Effective Date

Annual Return - 2013 June 28, 2014

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2012 March 30, 2013

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2011 March 17, 2012

PAF: DRAZEN BRATIC - DIRECTOR

CIA - Initial Return January 11, 2012

PAF: DRAZEN BRATIC - DIRECTOR

CIA - Initial Return January 11, 2012

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2010 April 30, 2011

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2009 July 28, 2010

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2008 July 11, 2009

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2007 November 01, 2008

PAF: DRAZEN BRATIC - DIRECTOR

CIA - Initial Return December 03, 2007

PAF: DRAZEN BRATIC - DIRECTOR

Annual Return - 2006 August 18, 2007

CIA - Initial Return August 30, 2006

PAF: MARKO BRATIC - OFFICER

CIA - Requirement to File 7 July 12, 2006

BCA - Articles of Incorporation January 12, 2006

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. Quintarilla W.

Director/Registrar

This is Exhibit "B" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



État des informations
Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir
<u>Établissements</u>
Index des documents
Index des noms
<u>Historique</u>

# ÉTAT DE RENSEIGNEMENTS D'UNE PERSONNE MORALE AU REGISTRE DES ENTREPRISES

Renseignements en date du 2025-05-19 00:00:00

# État des informations

## Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1173220485
Nom	PENTAGON LOGISTICS INC.

#### Adresse du domicile

Adresse	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA
Adresse	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y/ CANADA

#### Adresse du domicile élu

Nom de l'entreprise	PENTAGON LOGISTICS INC.	
Adresse	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA	

#### **Immatriculation**

Date d'immatriculation	2017-11-10
Statut	Immatriculée

Date de mise à jour du statut	2017-11-10
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

# Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2006-01-12 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. 1990, c. B.16
Régime courant	ONTARIO : Loi sur les sociétés par actions, L.R.O. 1990, c. B.16

# Dates des mises à jour

Date de mise à jour de l'état de renseignements	2023-08-23
Date de la dernière déclaration de mise à jour annuelle	2023-08-23 2023
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2025	2025-11-15
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2024	2024-11-15

#### **Faillite**



Aucune information n'a été déclarée concernant l'existence d'une faillite.

## Fusion, scission et conversion



Aucune fusion ou scission n'a été déclarée.

#### **Continuation et autre transformation**



Aucune continuation ou autre transformation n'a été déclarée.

# Liquidation ou dissolution



Aucune intention de liquidation ou de dissolution n'a été déclarée.

# Activités économiques et nombre de salariés

#### 1er secteur d'activité

Code d'activité économique (CAE)	4561
Activité	Camionnage de marchandises ordinaires
Précisions (facultatives)	-

#### 2e secteur d'activité



Aucun renseignement n'a été déclaré.

#### Nombre de salariés

Nombre de salariés au Québec	Aucun
Proportion de salariés qui ne sont pas en mesure de communiquer en français au travail	Non tenue de déclarer cette information

# CONVENTION UNANIME, ACTIONNAIRES, ADMINISTRATEURS, DIRIGEANTS, BÉNÉFICIAIRES ULTIMES ET FONDÉ DE POUVOIR

#### **Actionnaires**

Premier actionnaire	Le premier actionnaire n'est pas majoritaire.
Nom de famille	BRATIC
Prénom	DRAZEN
Adresse du domicile	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA

Deuxième actionnaire	

Nom de famille	BRATIC
Prénom	MARKO
Adresse du domicile	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA

#### Convention unanime des actionnaires



Il n'existe pas de convention unanime des actionnaires conclue en vertu d'une loi du Québec ou d'une autre autorité législative du Canada.

## **Administrateurs**

#### Liste des administrateurs

Nom de famille	BRATIC
Prénom	DRAZEN
Date du début de la charge	2006-01-12
Fonctions actuelles	Président
Adresse du domicile	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA
Nom de famille	BRATIC
Prénom	MARKO
Date du début de la charge	2006-01-12
Fonctions actuelles	Vice-président
Adresse du domicile	2525 RD HAINES MISSISSAUGA (ONTARIO) L4Y1Y7 CANADA

# Dirigeants non membres du conseil d'administration



Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

#### Déclaration relative aux Bénéficiaires ultimes



En attente d'être déclaré.

## Fondé de pouvoir

Nom	PERMIS ET ESCORTES ROUTIERES NOVA	
Adresse 235-2800 av. Saint-Jean-Baptiste Québec (Québec) G2E6J5 Canada		

#### Administrateurs du bien d'autrui



Aucun administrateur du bien d'autrui n'a été déclaré.

## **ÉTABLISSEMENTS**



Aucun établissement n'a été déclaré.

## **INDEX DES DOCUMENTS**

#### **Documents en traitement**



Aucun document n'est actuellement traité par le Registraire des entreprises.

#### **Documents conservés**

#### **Documents conservés**

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2023	2023-08-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2022	2022-08-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2021	2021-11-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2020-11-03
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-10-30
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-11-01
Déclaration d'immatriculation	2017-11-10

## **INDEX DES NOMS**

Date de mise à jour de l'index des noms	2017-11-10

### Nom

Nom	PENTAGON LOGISTICS INC.
Versions du nom dans une autre langue	
Date de déclaration du nom	2017-11-10
Date de déclaration du retrait du nom	
Situation	En vigueur

## Autres noms utilisés au Québec

Autre nom	LOGISTIQUES DU PENTAGONE
Versions du nom dans une autre langue	
Date de déclaration du nom	2017-11-10
Date de déclaration du retrait du nom	
Situation	En vigueur

This is Exhibit "C" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



Royal Bank of Canada Commercial Financial Services 6880 Financial Dr-2<sup>nd</sup> FIr Link Mississauga, ON L5N 7Y5

August 9, 2021

**Private and Confidential** 

PENTAGON LOGISTICS INC.

2525 Haines Road Mississauga, ON L4Y 1Y7

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreement dated May 26, 2020 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Pentagon Logistics Inc. (the "Borrower")

#### **CREDIT FACILITIES**

Facility #1:

\$1,750,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 0.75%

b) RBUSBR based loans in US currency ("RBUSBR Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 0.75%

#### AVAILABILITY

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

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<sup>&</sup>lt;sup>®</sup> Registered Trademark of Royal Bank of Canada

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "Borrowing Limit"):

- a) 75% of Good Canadian/US Accounts Receivable; and
- b) 90% of Good Private Insured Accounts Receivable.

#### REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

#### **GENERAL ACCOUNT**

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of each General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility.

Facility #2: \$250,833.00 revolving term facility by way of:

a) Letters of Guarantee ("LGs")

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00.

#### **AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided an Event of Default shall not have occurred and be continuing at the time of any Borrowing.

#### REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

Borrowings under this facility shall be repayable in full and this facility shall be cancelled on October 31, 2021.

**Facility #3:** \$ 108,229.59 non-revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

**Facility #4:** \$ 567,551.20 non-revolving lease facility by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

#### OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$100,000.00 available in Canadian currency and US currency;
- All Business Vehicle Solutions Loans and/or Contracts outstanding at any time and from time to time.

#### **FEES**

#### One Time Fee:

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

#### Monthly Fee:

Payable in arrears on the same day of each month.

Review Fee: \$5,000.00

Facility #1 Management Fee: \$250.00

#### SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"), shall include:

- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- Cash collateral agreement on the Bank's form 610 signed by the Borrower assigning term deposits and/or guaranteed investment certificates in the amount of \$250,833.00, held in support of Facility #2
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$5,100,000.00 signed by Drazen Bratic;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$2,600,000.00 signed by Drazen Bratic;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Petar Bratic;
- Postponement and assignment of claim on the Bank's form 918 signed by Drazen Bratic;
- g) Postponement and subordination of claims (debts/shares/dividends) on the Bank's standard form signed by 2651309 Ontario Inc.

Upon receipt of the security described in paragraph d) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraph c) above.

#### FINANCIAL COVENANTS

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain, to be measured as at the end of each fiscal year:
  - i. Fixed Charge Coverage, of not less than 1.15:1;
  - ii. a ratio of Total Liabilities to Tangible Net Worth of not greater than 3:1;
- b) not, without the prior written consent of the Bank:
  - i. make any Capital Expenditures during any fiscal quarter.
  - ii. make any Corporate Distributions during any fiscal quarter.

#### REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "F" signed on behalf
  of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President
  Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the
  Borrower holding equivalent office, within 20 days of each month end;
- b) monthly aged list of accounts receivable, aged list of accounts payable, aged list of Private Insured Accounts Receivable indicating country of origin for each receivable and most recent credit approval listing from the insurer supported by a loss payable endorsement to or assignment of the applicable insurance policy, list of lienable payables including without limitation, amounts owing to owners/operators, brokers and any other parties who are subject to and protected by Deemed Trust Legislation in Canada or who maintain Priority Claim rights over the Bank and listing of Potential Prior-Ranking Claims for the Borrower, within 20 days of each month end;
- c) quarterly company prepared financial statements for the Borrower, with comparisons to budget, within 30 days of each fiscal quarter end;
- d) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- e) annual listing of equipment for the Borrower, including year, make of vehicle, model, vehicle identification number, purchase price, down payment, unfunded amount, loan/lease amount financed, payment amount, bullet amount, start date, end date and lender, within 90 days of each fiscal year end;
- f) annual forecasted balance sheet and income and cash flow statements for the Borrower, prepared on a quarterly basis for the next following fiscal year within 90 days of each fiscal year end;
- annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2022; and
- h) such other financial and operating statements and reports as and when the Bank may reasonably require.

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#### **CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

#### Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the

August 9, 2021

outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **GOVERNING LAW JURISDICTION**

Province of Ontario.

#### **ACCEPTANCE**

This Agreement is open for acceptance until September 9, 2021, after which date it will be null and void, unless extended by the Bank in its sole discretion.

#### **ROYAL BANK OF CANADA**

Per: Millian
Title: Vice President
RBC Contact: Katia Sokolova
/md
We acknowledge and accept the terms and conditions of this Agreement on this day of day of
PENTAGON LOGISTICS INC.
Per: DEAZEN & PATIC  Title: PRESIDENT
Per:
Name:

I/We have the authority to bind the Borrower

\attachments:

Terms and Conditions

Schedules:

Title:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

#### **TERMS AND CONDITIONS**

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

#### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

#### **PREPAYMENT**

Where Borrowings are by way of RBP Loans or RBUSBR Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

#### **EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the

repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

#### **GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

#### FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In

addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

#### **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

#### **DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

#### **SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

#### NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

#### CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

#### **NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

#### JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

#### **COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

#### **ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as

though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

#### **ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

#### REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- the execution, delivery and performance by it of this Agreement do not violate any Applicable
   Laws or agreements to which it is subject or by which it is bound, and where applicable, have
   been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

#### **LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

#### WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

#### **EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

#### JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgement Currency") any amount due hereunder in any currency other than the Judgement Currency, then

conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

#### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

#### **INCREASED COSTS**

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum

received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

#### CONFIDENTIALITY

This Agreement and all of its terms are confidential ("Confidential Information"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent

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#### Schedule "A"

#### **DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

- "Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;
- "Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";
- "Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;
- "Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;
- "Canadian/US Accounts Receivable" means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in the US or Canada;
- "Capital Expenditures" means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;
- "Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;
- "Corporate Distributions" means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, intangible investments, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;
- **"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;
- "Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;
- "Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

- "Equity" means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt:
- **"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;
- **"Fixed Charge Coverage"** means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes and Unfunded Capital Expenditures to Fixed Charges;
- "Fixed Charges" means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt, payments under operating leases and Corporate Distributions:
- "Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;
- "Good Canadian/US Accounts Receivable" means Canadian/US Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, (vii) any accounts which the Bank has previously advised to be ineligible or (viii) Potential Prior Ranking claims related to Good Canadian/US Accounts Receivable (ie Amounts due to subcontractors including, without limitation, amounts owing to owners/operators, brokers and any other parties who are subject to and protected by Deemed Trust Legislation in Canada or who maintain Priority Claim rights over the Bank;
- "Good Private Insured Accounts Receivable" means Private Insured Accounts Receivable, excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) any accounts which the Bank has previously advised to be ineligible or vii) Potential Prior Ranking claims related to Good Private Insured Accounts Receivable (ie Amounts due to subcontractors including, without limitation, amounts owing to owners/operators, brokers and any other parties who are subject to and protected by Deemed Trust Legislation in Canada or who maintain Priority Claim rights over the Bank;
- "Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;
- "Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of quarantee and discounts incurred and fees payable in respect of bankers' acceptances;
- "Letter of Guarantee" or "LG" means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

- "Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;
- "Maturity Date" means the date on which a facility is due and payable in full;
- "Permitted Encumbrances" means, in respect of the Borrower:
- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business;and
- b) Security granted in favour of the Bank;
- "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;
- "Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;
- "Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;
- "Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;
- "Private Insured Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by an insurer acceptable to the Bank, on terms and conditions satisfactory to the Bank, and the Bank has been named as loss payee by way of a duly executed assignment of or a rider/endorsement to the applicable insurance policy from such other insurer, supported by a copy of the applicable insurance policy and any renewals thereof;
- "RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;
- "RBUSBR" and "Royal Bank US Base Rate" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;
- "Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;
- "Tangible Net Worth" means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;
- "Total Liabilities" means all liabilities plus 3.5 times the Borrower's annual operating lease obligations and rent payments for trucks, tractors, trailers and real estate plus all contingent liabilities such as, but not limited to, outstanding letters of credit, letters of guarantee and all third-party liabilities which are guaranteed by the Borrower exclusive of deferred tax liabilities and Postponed Debt;

"Unfunded Capital Expenditures" means Capital Expenditures not funded by either bank debt or equity proceeds:

<sup>&</sup>quot;US" means United States of America.

#### Schedule "B"

#### **CALCULATION AND PAYMENT OF INTEREST AND FEES**

#### **LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

#### **OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

#### **EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

#### TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS AND RBUSBR LOANS**

The Borrower shall pay interest on each RBP Loan and RBUSBR Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

#### **LETTER OF GUARANTEE FEES**

The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable.

#### Schedule "F"

#### **BORROWING LIMIT CERTIFICATE**

١, _			, representing the Bo	rrower herel	by certify as of
mo	onth ending		:		
1.	and any a Bank of C and inqui	amend Canad ries o	ith and have examined the provisions of the Agre dments thereto, between Pentagon Logistics Inc. Ia, as the Bank and have made reasonable inves of other officers and senior personnel of the Borro we the same meanings where used in this certific	, as Borrow stigations of wer. Terms	er, and Royal corporate records
2.	The Borro	wing	Limit is \$, calculated as fo	ollows:	
Tof	tal Canadia	an/US	Accounts Receivable		\$
Les		a)	Accounts, any portion of which exceeds 90 days	\$	*
		b)	Accounts due from affiliates	\$	
		c)	"Under 90 days" accounts where collection is suspect	\$ \$	
		d)	Accounts subject to prior encumbrances	\$ \$	
		e)	Holdbacks, contra-accounts or rights of set- off		
		f)	Accounts included elsewhere in the Borrowing Limit calculation	\$	
		g)	Other ineligible accounts	\$ \$	
		h)	Potential Prior Ranking claims related to Good Canadian/US Accounts Receivable (ie Amounts due to subcontractors including, without limitation, amounts owing to owners/operators, brokers and any other parties who are subject to and protected by Deemed Trust Legislation in Canada or who maintain Priority Claim rights over the Bank		
Plu	us:	i)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good	\$	
Go	ood Canad	ian/I I	S Accounts Receivable		A \$
			Canadian/US Accounts Receivable at 75% of A		В \$
			ed Accounts Receivable		\$
	ess:	a)	Accounts, any portion of which exceeds 90 days	\$	
		b) c)	Accounts due from affiliates "Under 90 days" accounts where collection is suspect	\$ \$	
		d) e)	Accounts subject to prior encumbrances Holdbacks, contra-accounts or rights of set-	\$ \$	
		f)	off Other ineligible accounts	\$	

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		Potential Prior Ranking claims related to Good Private Insured Accounts Receivable (ie Amounts due to subcontractors including, without limitation, amounts owing to owners/operators, brokers and any other parties who are subject to and protected by Deemed Trust Legislation in Canada or who maintain Priority Claim rights over the Bank	\$	
Plus:	h)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, which the	\$	
		Bank has designated as nevertheless good		
		ed Accounts Receivable		C \$
Marginable G Less:	ood P	rivate Insured Accounts Receivable at 90% of C Potential Prior-Ranking Claims while not limited to these include:		D \$
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		eductions such as E.I., CPP, Income Tax	<del>*</del>	
Workers Com			<u>*</u>	
			<del>*</del> ——	
		ns, Vacation Pay	<b>Ф</b>	
		n Contributions	\$	
		perty & Business Tax and potential claims from	\$	
third parties s	uch a	s subcontractors		
Other			\$	
		r-Ranking Claims		E \$
Borrowing Lir				\$
Less:		Facility #1 Borrowings		\$
Margin Surplu	us (De	ficit)		\$
informatio	n prov	equired as per the Reporting Requirements section ided herewith are accurate and complete in all reportial Prior-Ranking Claims are current amounts of	spects and	d all amounts
Dated this		day of, 20		
Per:				
Name:				
Title:				
. 16101				

#### Schedule "H"

#### **RBC COVARITY DASHBOARD TERMS AND CONDITIONS**

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("RBC Covarity Dashboard") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "Service"), then the following terms and conditions (the "RBC Covarity Dashboard Terms and Conditions") apply and are deemed to be included in, and form part of, the Agreement.

- 1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:
- "Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.
- "Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.
- "Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.
- "Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.
- "Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.
- "Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.
- "Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.
- "Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.
- "Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.
- "Security Device" means a combination of a User ID and Password.
- "Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

**"User ID"** means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

- 5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.
- **6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.
- If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.
- 7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.
- 8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.
- 9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.
- 10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

- 11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.
- **12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.



Royal Bank of Canada Commercial Financial Services 6880 Financial Drive-2nd Flr Link Mississauga, Ontario L5N 7Y5

April 11, 2022

#### **Private and Confidential**

#### PENTAGON LOGISTICS INC.

Unit 2- 7045 Millcreek Drive Mississauga, Ontario L5N 3R3

We refer to the agreement dated August 9, 2021 and any amendments thereto, between Pentagon Logistics Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Credit Facilities section, Facility #2 is amended and restated as follows:.

Facility #2: \$208,958.00 non-revolving term facility by way of:

a) LGs

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00.

#### REPAYMENT

Borrowings under this facility shall be repayable in full and this facility shall be cancelled on October 31, 2023.

- 2. Under the Security section, paragraph h) is added as follows:
  - h) Cash collateral agreement on the Bank's form 610 signed by the Borrower assigning term deposits and/or guaranteed investment certificates in the amount of \$208,958.00, held in support of Facility #2;

SRF # 319305934

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The following paragraph is added to the Security section:

Upon receipt of the security described in paragraph h) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation, as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraph b) of the Security section of the Agreement.

### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### **COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until May 11, 2022, after which date it will be null and void, unless extended by the Bank in its sole discretion.

#### **ROYAL BANK OF CANADA**

Per: Title: Vice President
Tide. Vice i resident
RBC Contact: KATIA SOKOLOVA
/na
Agreed to and accepted this 13 day of AP721L , 20 22
PENTAGON LOGISTICS INC.
Per:
Name: DRAZELI B CATIC
Name: DAA ZELI B PATIC Title: PRESIDENT
Per:
Name:
Title:
I/We have the authority to bind the Borrower



Royal Bank of Canada Commercial Financial Services 6880 Financial Dr 2nd Flr Link Mississauga ON L5N 7Y5

October 13, 2022

**Private and Confidential** 

#### PENTAGON LOGISTICS INC.

Unit 2 7045 Millcreek Drive Mississauga, ON L5N 3R3

We refer to the agreement dated August 9, 2021 and any amendments thereto, between Pentagon Logistics Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or events of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

- 1. Under the Security section, paragraph h) as set forth below is deleted:
  - Cash collateral agreement on the Bank's form 610 signed by the Borrower assigning term deposits and/or guaranteed investment certificates in the amount of \$208,958.00, held in support of Facility #2;
- Under the Reporting Requirements section, paragraph i) is added as follows:
  - i) annual up to date listing of all term debt/leases showing balances and monthly payments for the Borrower, within 90 days of each fiscal year end;

#### **ANNUAL REVIEW FEE**

A non-refundable annual review fee of \$4,000.00 is payable by the Borrower when the amendments set out in this letter become effective.

#### **ACCEPTANCE**

The Borrower and the Bank waive any requirement for the amendments set out above to be signed by the Borrower. The Borrower is deemed to agree to the amendments set out above and

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to the new or amended standard terms, if provided, so taking effect by accessing credit, borrowing or continuing to borrow under the Credit Facilities. The above amendments and the new or amended standard terms, if applicable, take effect as of the date of this amending agreement. All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

#### **ROYAL BANK OF CANADA**

**RBC Contact: Claire Yu** 

/dt

## RBC Royal Bank®

# RBC Royal Bank® Visa<sup>‡</sup> Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

- 1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,
  - "we", "our" and "us" mean the person or entity which has signed or submitted the Application and/or this Agreement, and;
  - "you" and "your" mean Royal Bank of Canada and companies under RBC®;
  - Please also remember that in this Agreement and the Disclosure Statement:
  - "Account" means the RBC Royal Bank Visa Business Card account you have opened in a Cardholder's name to which Debt is charged;
  - "Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;
  - "Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;
  - "Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement:
  - "Application" means the request made to you for the Account and each Card;
  - "Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;
  - "Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;
  - "Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;
  - "Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);
  - "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

- "Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;
- "Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;
- "Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time:
- "Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;
- "Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing and Interest-Bearing Fees and Purchases Advances:
- "Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date:
- "Interest Rate (Cash Advances including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance:
- "Interest Rate (Interest-Bearing **Purchases** Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;
- "Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest - Bearing Purchases and Interest-Bearing Fees);
- "Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;
- "Minimum Payment" means the amount indicated as such on an Account Statement:
- "New Balance" means the amount indicated as such on an Account Statement;
- "Payment Due Date" means the date indicated as such on an Account Statement;
- "Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

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"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card; and

"Statement Date" means the last date of the Statement period for which an Account Statement is produced.

 General Terms of Agreement: This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. Account Opening/Card Issuance and Renewal: You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. Account and Card Use: A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

- 5. Account and Card Ownership: You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else
- 6. Lost or Stolen Card: We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

- 1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and
- 2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. Card Cancellation/Revocation or Suspension of Use: We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

 Limits: You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

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You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

- 9. Liability for Debt: Subject to Sections 6. and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.
- 10. Making Payments: It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments through your telephone or online banking services or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATM's in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments

Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at www.cdnpay.ca.

#### 11. Payment of Debt:

- a. Subject to sub-Sections 11(b), 11(c) and Section 20., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.
- b. Subject to Subsection 11.c. and Section 20., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.
- c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-todate. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.
- d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.
- e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14., and Card privileges may be revoked or suspended by you under Section 7.
- f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for Visa Classic and 17 days for Visa Avion®). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

#### 12. Interest Charges:

- a. Interest-Free Purchases and Interest-Free Fee: We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.
- b. Interest-Bearing Balance: We will pay interest on the Interest- Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12 (c):

You will charge us interest:

- on the amount of each Interest-Bearing Purchase and Interest- Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.
- c. Interest Calculation: The interest you charge on the Interest- Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. Payment Allocation: When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

- 14. Fees: We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
- 15. Banking Machines: A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
- 16. Debt Incurred Without a Card: If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
- 17. Transfer of Your Rights: You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
- 18. Changes to Disclosure Statement: You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.
- 19. Changes to Agreement: You may change this Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

#### 20. Termination:

- 1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.
- 2. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:

- a. we become insolvent or bankrupt,
- b. someone files a petition in bankruptcy against us,
- we make an unauthorized assignment for the benefit of our creditors,
- d. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
- e. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise.
- f. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,
- g. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
- we make any statement or representation to you that is untrue in any material respect when made, or
- there is, in your opinion, a material adverse change in our financial condition.
- 3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:
  - a. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
- all costs and expenses you incur in reclaiming any Card.
- 21. RBC Rewards®: If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at <a href="www.rbcrewards.com">www.rbcrewards.com</a> and are subject to change without notice.
- 22. Special Offers (Introductory and Promotional Interest Rates): You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.

You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope

and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

23. Problems With a Purchase: You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

24. Account Statements, Verification and Disputes: You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

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- 25. Authorized Person: Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.
- 26. Exchange of Information Between You and Us: Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.
- 27. Electronic Communication: We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

#### 28. Collection, Use and Disclosure of Information:

For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

#### I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

- establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
- ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

#### II. Using Information

All information collected by, and provided to you may be used and disclosed for the following purposes:

- to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation:
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

#### III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

- promoting products and services that may be of interest:
- ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates has about

Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

#### IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

#### V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at <a href="https://www.rbc.com/privacysecurity/ca/">www.rbc.com/privacysecurity/ca/</a>.

#### VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

#### VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

#### VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

#### IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

#### X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

#### XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

- 29. Liability Waiver Program: The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 9. for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.
- 30. Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.
- Governing Law: This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.
- 32. Complete Agreement, etc.: This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 09 day of 03 Month	2016 Year	
PENTAGON LOGISTICS INC.  Customer Legal Name		
Per: Name: BRAZEN BRATIC Title: PRESIDENT	*	Per: MARKO BRATIC  Name:  Title: SECRETARY
Per: Name:	*	Per:

(\*I /WE have authority to bind the Corporation.)

#### **DISCLOSURE STATEMENT**

- General: This Disclosure Statement applies to the Account and each Card you have issued on the Account.
- Interest Rates: The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.
- 3. Annual Fee\*\*:

Visa Business: \$12.00 for each Visa Business Card.

Visa Business Gold: \$40.00 for each Visa Business Gold Card.

Visa Business Platinum Avion®: \$120.00 for the first Visa Business Platinum Avion Card opened and \$50.00 for each supplementary Visa Business Platinum Avion card opened by you.

- \*\* Annual fees are not refundable
- 4. Other Fees: The following schedule of fees applies to the Account:
  - A. Cash Advance Fee: When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to our Account, unless otherwise stated:
  - (i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;
  - (ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;
  - (iii) when we make Cash-Like transactions, in Canada.

If the cash withdrawal or Cash-Like transaction occurs outside Canada, a \$5.00 fee will be charged to our Account each time.

Fees are charged within 3 business days from when the transaction is posted.

There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.

**B. Promotional Rate Fee:** When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a

balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

- C. Dishonoured Payment Fee: If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.
- D. Statement Update Fee: No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.
- E. Sales/Cash Advance Draft Copy Fee: No change for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)
- F. Overlimit Fee: If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a \$29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.
- 5. Foreign Currency Transactions: You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars, you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by Visa International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.



Revised 09/14
Royal Bank of Canada
Master Lease Agreement
(PPSA - S)

This lease agreement (the "Lease Agreement") made as of the 25th day of February, 2016 between

ROYAL BANK OF CANADA ("Lessor")

and

PENTAGON LOGISTICS INC. ("Lessee")

Address: 5575 North Service Rd, Suite 300, Burlington, Ontario L7L 6M1

Lessor and Lessee agree as follows:

#### 1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to the Lessee ("Equipment"), pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule").
- 1.2 Neither the Lessor, nor the Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor pursuant to this Lease Agreement.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment to be purchased pursuant to this Lesse Agreement, addressed to Lessor. A Leasing Schedule for that Equipment shall be entered into before payment is made for the Equipment.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment to be purchased pursuant to this Lease Agreement as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to the Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate Lease of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

#### 2. Payment of Equipment Cost

2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment acquired pursuant to this Lease Agreement on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

#### 3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the Leasing Schedule. The first installment is payable on the Commencement Date of the Term and the last of such installments is payable on the Termination Date of Term, all as shown on the relevant Leasing Schedule.

#### 4. Rent Payment

4.1 The Total Rental Installments shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

#### 5. Ownership

Address:

L4Y 1Y7

2525 HAINES RD

MISSISSAUGA, Ontario

5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in the Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule.

#### 6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of the Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, the Lessee grants a security interest in any interest of the Lessee in the Equipment to the Lessor.

#### 7. Licence

7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

#### 8. Exclusion of Warranties

8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee and that it will be of a make,

page -2-

size, design and capacity specified by Lessee for the purpose intended by Lessee.

Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.

8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.

8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim, or counterclaim to which Lessee may be entitled against the supplier(s); and no such right shall affect the Lessor's obligations.

#### 9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
- keep the Equipment In good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
- (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of the Lessor, and be free of all adverse claims.

#### 10 Inspection

10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by the Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
- place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This property damage insurance shall specifically state by its wording or by endorsement that it:
  - includes Lessor (as owner) as an additional named i)
  - ii) includes a loss payable clause in favour of Lessor,
  - includes a waiver of subrogation clause in favour of iii)
- place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
  - extends to cover the liabilities of the Lessee from the use or possession of the Equipment,
  - includes Lessor as an additional named insured, and

- includes a cross liability provision that the policy iii) shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the Insurers' liability.
- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

#### 12. Taxes

12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor,

#### 13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
  - a) gives Lessor notice of the adverse claim;
  - b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
  - c) contests the adverse claim with all due dispatch.

#### 14. Laws and Regulations

14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

#### 15. Alterations

15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Leasing Agreement and the relevant Leasing Schedule.

#### 16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of the Lessor, to a total loss of the Equipment through theft, damage, destruction, or even by superior force and (ii) any expropriation or other compulsory taking or use of the Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
  - five percent (5%);
  - the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
  - the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America).

16.2 Upon such payment, Lessor shall convey on an "as Is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, an no further rental payment shall be payable thereafter with respect to that Equipment. All Federal and Provincial sales or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest to the Equipment to Lessee shall be paid by Lessee.

#### 17.Lessee's Acknowledgements - Foreseeable Damages

- 17.1 Lessee hereby acknowledges that Lessor:
- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) Intends to treat the lease of Equipment to the Lessee as a true lease and to claim over the term of the lease all available tax benefits.
  - Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any tease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.
- 18. Events of Default
- 18:1. Any of the following is an "Event of Default":
- (a) Failure by Lessee to pay any Total Rental Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of it's subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.
- 19. Lessor's Remedies on Default

- 19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located. Lessor may sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any Item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, without terminating or being deemed to have terminated the relevant Leasing Schedule, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Lease. All of these rights are without prejudice to Lessor's other rights and recourses against Lessee, at law
- 19.2If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:
  - a) an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
    - i) five percent (5%);
    - ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
    - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
  - b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
  - c) the amount of any Total Rental Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
  - d) any cost of disposition of the Equipment; less
  - e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.
- 19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

#### 20. Lessor's Option to Terminate

20.1 Lessae agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of the Lessor to be exercised by notice hereunder, immediately end and terminate and

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neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

#### 21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon this Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-Is where-is" basis and be without representation or warranty by Lessor except that It has the right to sell the Equipment to Lessee and that It has not given any security interest in the Equipment to any third party.
- 21.6 Lesses shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

## 22. Remedying Defaults

22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor incurring any such default shall be payable by Lessee on demand.

#### 23. Indemnification

- 23.1 Lessee will indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which the Lessor may be or become liable, resulting from:
  - (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
  - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
  - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment by Lessee or the ownership thereof or other rights held therein by Lessor; or
  - (d) the failure of Lessee to comply with any of its obligations under the Lease Agreement or a Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

## 24. Assignment of Warranties

24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

#### 25. Patent infringement

25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

#### 26. Overdue Payment

26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

#### 27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

#### 28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered or sent by facsimile or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two business days after the due mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery or facsimile.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

#### 29. Assignment and Sub-Letting

29.1 Lessee will not assign any Lease or sub-let any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-letting of any Equipment shall relieve the Lessee of its obligations hereunder nor shall any subletting be for a term which extends beyond the expiration of the term of the Lease Agreement.

#### 30.Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 The Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish the Lessee's indebtedness under any such Lease or other collateral security.

#### 31. Limitation of Civil Rights - Saskatchewan

31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lesse Agreement or any Lessing Schedule.

#### 32. Successors and Assigns

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32.1 The Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successor and permitted assigns and the sublessees of Lessee. Lessor shall be at liberty to assign and

otherwise deal with its rights under any Lease.

33. Location of Equipment

33.1 Lessee shall not part with possession of the Equipment.

33.2 Lessee declares that the Equipment will be located at the "Place of Use" in the relevant Leasing Schedule. If the location changes, Lessee will promptly give to Lessor notice of the new location not later than five (5) days after the change.

#### 34. Records

34.1 Lessee shall maintain a record describing each Item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

#### 35. Offset

35.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

#### 36. Remedies Cumulative

36.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of

#### 37. Time

37.1 Time is and shall be in all respects of the essence of any Lease.

#### 38. Entire Transaction

- 38.1 This Lease Agreement and Leasing Schedules represent the entire transaction between the parties hereto relating to the subject matter.
- 38.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

#### 39. No Merger in Judgment

39.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

#### 40. Further Assurances/Copy of Agreement

40.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

40.2 Lessee acknowledges receipt of a copy of this Lease Agreement,

#### 41, Proper Law

41.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the taws of the Province of Ontario.

#### 42. Currency

42.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing

#### 43. Language

43.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

#### 44.General

- 44.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.
- 44.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

#### 45. Facsimile Language

45.1 The Lessor will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to the Lessor by facsimile, and will produce them to the Lessor upon request. Lessor and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

#### 46. Financial Information

46.1 Lessee will provide to the Lessor from time to time such information about Lessee and Lessee's business as the Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto have executed this Lease Agreement on the 25th day of February, 2016 over the hands of their proper signing officers duly authorized in that behalf:

Royal Bank of Canada

per Eugene Basolini

Head, Equipment Finance Solution Centre

PENTAGON LOGISTICS INC

This is Exhibit "D" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



# Royal Bank of Canada General Security Agreement

SRF:

319305934

Borrower: PENTAGON LOGISTICS INC.

6880 FINANCIAL DR 2ND FLR LINK MISSISSAUGA ONTARIO L5N 7Y5 CA

#### 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.
- (b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.



(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

#### 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

# 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and
- (e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

#### 4. COVENANTS OF THE DEBTOR



So long as this Security Agreement remains in effect Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
  - (b) to notify RBC promptly of:
    - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
    - (ii) the details of any significant acquisition of Collateral,
    - (iii) the details of any claims or litigation affecting Debtor or Collateral,
    - (iv) any loss or damage to Collateral,
    - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
    - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and fillings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- (f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
  - (i) to deliver to RBC from time to time promptly upon request:



- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

# 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

# 6. SECURITIES, INVESTMENT PROPERTY

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

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

#### 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

# 8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
  - (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if



Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
  - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
  - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

# 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

#### 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual:
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
  - (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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5 of 12

representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

#### 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

#### 13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.
- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
  - (f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any



Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.



- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.
- (h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (I) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby
- (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to



RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### 15. COPY OF AGREEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).
- 16. Debtor represents and warrants that the following information is accurate:

#### **BUSINESS DEBTOR**

NAME OF BUSINESS DEBTO			
ADDRESS OF BUSINESS DEBTOR 2525 HAINES RD	CITY MISSISSAUGA	PROVINCE ONTARIO	POSTAL CODE L4Y1Y7
IN WITNESS WHEREOF Deb	tor has executed this Sec	curity Agreement this 5th day	April, 2016
WITNESSES WITNESSES	h h	JAN -	Seal



# SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)



# **SCHEDULE "B"**

# 1. Locations of Debtor's Business Operations

2525 HAINES RD, MISSISSAUGA ONTARIO CA L4Y1Y7

# 2. Locations of Records relating to Collateral

2525 HAINES RD, MISSISSAUGA ONTARIO CA L4Y1Y7

## 3. Locations of Collateral

2525 HAINES RD, MISSISSAUGA ONTARIO CA L4Y1Y7



# SCHEDULE "C" (DESCRIPTION OF PROPERTY)



This is Exhibit "E" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



# Royal Bank of Canada Guarantee and Postponement of Claim

**SRF:** 319305934

BORROWER:

PENTAGON LOGISTICS INC.

BRANCH ADDRESS: 6880 FINANCIAL DR 2ND FLR LINK MISSISSAUGA, ON L5N 7Y5

#### TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **PENTAGON LOGISTICS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$2,600,000.00 Two Million Six Hundred Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

- (7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.
- (8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.
- (9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.
- (10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.
- (11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.
- (12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.
- (13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.
- (14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.
- (15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.
- (16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A Provinces.)

- (17) The Undersigned hereby acknowledges receipt of a copy of this agreement.
- (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 27 day of October , 2021.

WITNESS

RAZEN BRATIC

Insert the full name and address of guarantor (Undersigned above).

Full name and address
DRAZEN BRATIC
1424 NORTHMOUNT AVE, MISSISSAUGA, ON L5E 1Y6

This is Exhibit "F" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits

PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID : 20250708160336.36

1 4980)

REPORT : PSSR060

PAGE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH

: BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY

: 07JUL 2025

ENQUIRY NUMBER 20250708160336.36 CONTAINS 109 PAGE(S), 37 FAMILY(IES).

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

AIRD & BERLIS LLP ATTN: ROXANA MANEA HOLD FOR PICKUP TORONTO ON M5J2T9

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE 4981)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 😦 07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 517146858 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20250610 1041 2758 9201 R RSLA DATE OF BIRTH FIRST GIVEN NAME INITTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 ADDRESS 7045 MILLCREEK DR MISSISSAUGA ON L5N 3R3 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 0.5 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARTO INC. LIEN CLAIMANT 09 ADDRESS 225 CLAIREPORT CRESCENT TORONTO M9W 6P7 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x 1124 YEAR MAKE MODEL V.I.N. MOTOR 2017 VOLVO VVN 4V4NC9EHXHN963586 11 12 VEHICLE 13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13812 16 REGISTERING BDSL -25-13812 AGENT 17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7 \*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

CONTINUED...

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(crj1fv 05/2022)



RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT: PSSR060 PAGE 4982)

CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY

2025 a

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 517002228 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20250605 0953 2758 9173 01 R RSLA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARTO CORPORATION NO. 04 7045 MILLCREEK DR MISSISSAUGA ON L5N 3R3 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME LATTIME 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARIO INC. LIEN CLAIMANT 09 ADDRESS 225 CLAIREPORT CRESCENT TORONTO onM9W 6P7 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X 1307 YEAR MAKE MODEL V.I.N. MOTOR 2019 FREIGHTLINER FM2 11 1FUJHHDR8KLKH7859 12 VEHICLE 13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13804

REGISTERING 16 AGENT

17

BDSL -25-13804

ADDRESS 162 GUELPH ST UNIT 106

GEORGETOWN

L7G 5X7 ON

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/

LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cri1fv 05/2022)



#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 x

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 517005252 00

01	CAUTION PAGE TO FILING NO OF PA 001 1		DULE		REGISTERED REGISTRATION UNDER PERIOD R RSLA 01
20	DATE OF BIRTH	FIRST GIVEN NAME	ENSTEAL	SURNAME	

02 DEBTOR 03 MAME

05

06

10

BUSINESS NAME PENTAGON LOGISTICS INC.

04 7045 MILLCREEK DR ADDRESS

MISSISSAUGA FIRST GIVEN NAME SURNAME INITIAL

DEBTOR NAME BUSTNESS NAME

DATE OF BIRTH

ONTARIO CORPORATION NO. ADDRESS

07 08 SECURED PARTY

TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARIO INC.

LIEN CLAIMANT 09 ADDRESS

225 CLAIREPORT CRESCENT

TORONTO

M9W 6P7

L5N 3R3

ONTARTO CORPORATION NO.

ON

REPORT: PSSR060

4983)

•

PAGE

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE x 709

MOTOR 11

YEAR MAKE MODEL 2019 FREIGHTLINER FM2 1FUJHHDR1KLKH7864

VEHICLE 12

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS

15 DESCRIPTION

THEREOF INCLUDING INSURANCE DISBURSEMENTS, 25-13805

16 REGISTERING AGENT

BDSL -25-13805

ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN

ON L7G 5X7

5

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF

PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cri1fv 05/2022)



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 5 ( 4984)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.
FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FURM IC FINAN	ICHNG STATEMENT	CHAIM FOR LIFN				
00	FILE NUMBER 517005621						
01	CAUTION FILING	PAGE TOTA NO. OF PAGE 001 1		JLE .	EGISTRATION REGIST NUMBER UND 605 1010 2758 9175 R		<b>ЭN</b>
02	DATE:	OF BIRTH	FIRST GIVEN NAME	TNTTTAL	SURNAME		
03	NAME E	BUSTNESS NAME	PENTAGON LOGISTICS II	IC.			
04		ADDRESS	7045 MILLCREEK DR		MISSISSAUGA	ONTARTO CORPORAT ON	L5N 3R3
05	DATE	OF BURTH	FIRST GIVEN NAME	INTPIAL	SURNAME		
06	NAME E	Busines mame				ONTENDED CORPORATION	TON. NO
07		ADDRESS				ONTARIO CORPORAT	IOW NO.
08	SECURED PARTY /		TORONTO TRUCK TIRE C	ENTRE DIVIS	ION OF 2268325 ONTARIO I	NC.	
09	LITEN CLAIMANT	ADDRESS	225 CLAIREPORT CRESCH	ENT	TORONTO	ON	M9W 6P7
10	COLLATERAL CLAS CONSUMER GOODS	2	MEPMENT ACCOUNTS OTHER	OTOR VEHICL INCLUDED X 7	E AMOUNT DATE OF MATURITY (		
11 12		MAKE FRETCHTLINER	MODEL FM2		V.I.N. 1FUJHHDR1KLKH7864		
13 14 15	GENERAL COLLATERAL DESCRIPTION	EXCHANGES, REP	ALL PRESENT AND FUTURI LACEMENT PARTS, REPAII ING INSURANCE DISBURSI	RS, ADDITIO	NS AND ALL PROCEEDS		
16	REGISTERING		BDSL -25-13805				
17	AGENT	ADDRESS	162 GUELPH ST UNIT 1	06	GEORGETOWN	ON	L7G 5X7
			*** FOR FURTHER IN	FORMATION,	CONTACT THE SECURED PARTY	( * * * * *	



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(crj1fv 05/2022)



#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : PSSR060 PAGE 4985) ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON # PENTAGON LOGISTICS INC. 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 00 516722742 CAUTION TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NUMBER NO. OF PAGES SCHEDULE UNDER PERIOD 01 001 20250529 1010 2758 9097 R RSLA DATE OF BIRTH FIRST GIVEN NAME TNTTTAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 L5N 3R3 ADDRESS 7045 MILLCREEK DR MISSISSAUGA ON DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARIO INC. LIEN CLAIMANT 09 ADDRESS 225 CLAIREPORT CRESCENT M9W 6P7 MISSISSAUGA COLLAPERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT NO FIXED DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE x 652 10 YEAR MAKE MODEL V.I.N. 2019 FREIGHTLINER FM2 1FUJHHDR0KLKH7869 11 MOTOR 12 VEHICLE 13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13778 15 DESCRIPTION 16 REGISTERING BDSL -25-13778 AGENT L7G 5X7 17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\* 7 CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cri1fv 05/2022)



PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : PSSR060 PAGE 4986)

RUN DATE: 2025/07/08 ID: 20250708160336.36 **ENQUIRY RESPONSE** CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY # 07JUL 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE REGISTRATION PAGE FILING NO. OF PAGES NUMBER 01 001 20250529 1015 2758 9099 21 FILE NUMBER 516722742 RECORD REFERENCEL PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED 22 C DISCHARGE FIRST GIVEN NAME INITIAL 23 REFERENCE 24 DEBTOR/ BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INTTTAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06

RENEWAL CORRECT PERIOD YEARS

REGISTERED

UNDER

V.I.N.

SURNAME

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 98 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER AMOUNT MATURITY OR MATURITY DATE

10 YEAR MAKE 11 MOTOR

12 VEHICLE

13 GENERAL 14 COLLATERAL

15 DESCRIPTION

16 RECISTERING AGENT OR BDSL -25-13778

17 L7G 5X7 SECURED PARTY/ ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON LIEN CLAIMANT

MODEL

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

CONTINUED...

8

ONTARIO CORPORATION NO.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGÉ : 8 ( 4987)

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.
FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TO A CONTRACTOR OF THE PROPERTY OF THE PROPERT	hebererjade en krystaar by en began bakke bedan bedan began bake bedan by de de bedan bedan bedan ferde ferferi	rat at at at a service de partir de la francia de la production de la departir de la departir de la defedencia La constancia de productiva de la francia de la production de la departir de la defenda de la defedencia de la		:		
00	FILE NUMBER 516722868						
01	CAUTION FILING	PAGE TOTA NO. OF PAGE 001 1		GB.	EGISTRATION REGIS NUMBER UND 529 1013 2758 9098 R		ON
0.0		OF BIRTH	FIRST GIVEN NAME	INITTAL	SURNAME		
02 03	DEBTOR NAME BI	ISINESS NAME	PENTAGON LOGISTICS IN	c.			
04	the and an analysis of the ana	ADDRESS	7045 MILLCREEK DR		MISSISSAUGA	GNTARIO CORPORAT ON	TON NO. L5N 3R3
05		DE BERTH	FIRST GIVEN NAME	INITIAL	SURNAME		
06	2000-00-00-00-00-00-00-00-00-00-00-00-00	JSINESS NAME					
07	second description of the second seco	ADDRESS				ONTARIO CORPORAT	lon no.
80	SECURED PARTY		TORONTO TRUCK TIRE CE	NTRE DIVIS	ION OF 2268325 ONTARIO I	NC.	
09	LITEN CLAIMANT	address	225 CLAIREPORT CRESCE	NT	TORONTO	ON	M9W 6P7
10	COLLATERAL CLASS CONSUMER GOODS		MO  PMENT ACCOUNTS OTHER	POR VEHICL INCLUDED X 2	E AMOUNT DATE OF MATURITY		<b>Y</b>
11 12	60000000000000000000000000000000000000	MAKE PREIGHTLINER	MODEL FM2		V.T.N. 1PUJHHDR0KLKH7869		
13 14	GENERAL COLLATERAL		ALL PRESENT AND FUTURE LACEMENT PARTS, REPAIR				
15	DESCRIPTION	-	ING INSURANCE DISBURSE	•			
16	REGISTERING AGENT		BDSL -25-13778				
17		ADDRESS	162 GUELPH ST UNIT 10	6	GEORGETOWN	ON	L7G 5X7
			*** FOR FURTHER INF	ORMATION,	CONTACT THE SECURED PART	Y, ***	

CERTIFIED BY/CERTIFIÉES PAR

V. QUINTAMILLA.

REGISTRAR OF

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

CONTINUED...

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(crj1fv 05/2022)



### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

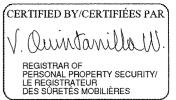
ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189
RUN DATE: 2025/07/08
ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

REPORT : PSSR060
PAGE : 9
( 4988)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 516724245 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 0.01 20250529 1020 2758 9101 01 R RSLA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARTO CORPORATION NO. 047045 MILLCREEK DR MISSISSAUGA ON L5N 3R3 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARIO INC. LIEN CLAIMANT 09 ADDRESS 225 CLAIREPORT CRESCENT TORONTO M9W 6P7 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE x 652 10 YEAR MAKE MODEL 2019 FREIGHTLINER FM2 1FUJHHDR0KLKH7869 11 MOTOR VEHICLE 12 13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, GENERAL 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13778 BDSL -25-13778 16 REGISTERING AGENT 162 GUELPH ST UNIT 106 GEORGETOWN L7G 5X7 ADDRESS \*\*\* EOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



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4989)

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PAGE

L5N 3R3

ONTARIO CORPORATION NO.

CONTINUED...

11

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

SURNAME

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR

DATE OF BIRTH

BUSINESS NAME

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 **3** 

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 516725055 00

DEBTOR

NAME

02

03

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17

	CAUTION PAGE TOTAL MOTOR VI FILING NO. OF PAGES SCHEL	WHICLE REGISTRATION REGISTERED REGISTRATION  SDULE NUMBER UNDER PERIOD
01	001 1	20250529 1023 2758 9102 R RSLA 01

INITIAL

04 7045 MILLCREEK DR ADDRESS MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME

FIRST GIVEN NAME

PENTAGON LOGISTICS INC.

ONTARIO CORPORATION NO. 07 ADDRESS

9.0 SECURED PARTY / TORONTO TRUCK TIRE CENTRE DIVISION OF 2268325 ONTARIO INC. LIEN CLAIMANT

09 ADDRESS 225 CLAIREPORT CRESCENT TORONTO M9W 6P7 ON

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE x 551

YEAR MAKE MODEL V.I.N. MOTOR 2019 FREIGHTLINER 11 FM2 1FOJHHDROKLKH7869

12 VEHICLE

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, COLLATERAL 14 EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 15

DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13778

16 REGISTERING BDSL -25-13778 AGENT

> ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT: PSSR060 PAGE 11 4990)

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 2025 🚅 07JUL

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 516231864 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20250513 1724 1793 4731 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC ONTARIO CORPORATION NO. 04 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N3R3 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY XTRA LEASE LLC TITEN CLAIMANT 09 ADDRESS 7911 FORSYTH BLVD SUITE 600 ST LOUIS 63105 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO ETYED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X YEAR MAKE MODEL V.T.N. MOTOR 2019 WABASH 11 VAN, ROAD, 53-0 1JJV532D5KL147030 12 VEHICLE 2020 WABASH VAN, ROAD, 53-0 1JJV532D1LL185887 13 GENERAL ALL PRESENT AND AFTER ACQUIRED EQUIPMENT/TRAILERS RENTED OR LEASED 14 COLLATERAL UNDER THE EQUIPMENT LEASE/RENTAL AGREEMENT BETWEEN THE DEBTOR AND 15 DESCRIPTION SECURED PARTY 16 REGISTERING XTRA LEASE LLC AGENT

17 ADDRESS 7911 FORSYTH BLVD SUITE 600

ST LOUIS 63105

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

CONTINUED... 12 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 12 ( 4991)

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 516231864 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 20250513 1724 1793 4731 01 002 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY LITEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2020 WABASH MOTOR 1JJV532D9LL185894 11 VAN, ROAD, 53-0 12 VEHICLE 2020 WABASH VAN, ROAD, 53-0 1JJV532D1LL186442 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

V QUANTOMILLO .

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)



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4992)

PAGE

PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

CERTIFICATE

ENQUIRY RESPONSE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

2025 DTJUL FILE CURRENCY

FINANCING STATEMENT / CLAIM FOR LIEN

BUSINESS NAME

ADDRESS

FILE NUMBER 0.0 516231864

PAGE TOTAL CAUTTON MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER 01 003 20250513 1724 1793 4731

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO. 04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INTTIAL

SURNAME 05 DEBTOR 06

ONTARIO CORPORATION NO. 07

08 SECURED PARTY

NAME

LIEN CLAIMANT 09

ADDRESS

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N. 11 MOTOR 2020 WABASH VAN, ROAD, 53-0 1JJV532D4LL186595 12 VEHICLE 2020 WABASH VAN, ROAD, 53-0 1JJV532D8LL186597

13 GENERAL

15

14 COLLATERAL

DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 14 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES



PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

TYPE OF SEARCH BUSINESS DEBTOR

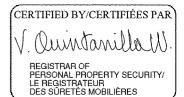
ENQUIRY RESPONSE

CERTIFICATE

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

REPORT : PSSR060 PAGE : 14 ( 4993)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 516231864 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER 01 004 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME TNITTAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9 SECURED PARTY / TITEN CHAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER-MOTOR VEHICLE TUIDOMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 2020 WABASH 1JJV532D0LL186643 11 VAN, ROAD, 53-0 12 VEHICLE VAN, ROAD, 53-0 2020 WABASH 1JJV532D4LL190209 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS



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#### RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 15 ( 4994)

CERTIFICATE TYPE OF SEARCH \* BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 🔹 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 516231864 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 005 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 RMAZI BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME LATTIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER DATE OF MOTOR VEHICLE AMOUNT NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2021 HYUNDAI MOTOR VAN, ROAD, 53-0 3H3V532C5MR155040 11 12 VEHICLE 2021 GREAT DANE VAN, ROAD, 53-0 1GR1P0620MK220666 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING 16 AGENT 17 ADDRESS

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

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

CONTINUED...

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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUGRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 16 ( 4995)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY ≥ 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 516231864 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 006 9 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 MAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 2021 GREAT DANE VAN, ROAD, 53-0 1GR1P0627MK220700 12 VEHICLE 2021 GREAT DANE VAN, ROAD, 53-0 1GR1P0624MK220704 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY... \*\*\*

CERTIFIED BY/CERTIFIES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

CONTINUED...

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 17 4996)

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH \* BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY **2025** ຂອງຄວາມ 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 516231864 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 007 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 2021 GREAT DANE 11 VAN, ROAD, 53-0 1GR1P062XMK220707 VEHICLE 12 2021 HYUNDAI VAN, ROAD, 53-0 3H3V532C1MR155178 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT ADDRESS

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

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 18 4997)

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

2025 a 07JUL

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 516231864 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 008 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME LATTINI SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY TIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER -MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2021 HYUNDAT 11 MOTOR VAN, ROAD, 53-0 3H3V532C1MR155181 VEHICLE 12 2021 HYUNDAI VAN, ROAD, 53-0 3H3V532C5MR155183 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 19 4998)

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH \* BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

: 07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 516231864 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 009 9 20250513 1724 1793 4731 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 MAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH INITIAL FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY LITEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER DATE OF NO FIXED MOTOR VEHICLE AMOUNT GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2021 WABASH 1JJV532D1ML277423 VAN, ROAD, 53-0 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 512647884 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER. UNDER PERIOD 01 001 20250114 1456 1901 2137 01 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 15MAY1978 DRAZEN BRATIC 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 1424 NORTHMOUNT AVE L5E 1Y6 ADDRESS MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME SURNAME 15MAY1978 DRAZEN BRATTC 0.5 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 1433 BOUGH BEECHES BOULEVARD MISSISSAUGA ON L4W 3B4 08 SECURED PARTY VAULT CREDIT CORPORATION LIEN CLAIMANT 09 41 SCARSDALE ROAD, SUITE 5 ADDRESS TORONTO onM3B 2R2 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X X YEAR MAKE LEGOM V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL UNIVERSALITY OVER ALL ITS PRESENT AND FUTURE MOVABLE/PERSONAL 14 COLLATERAL PROPERTY, BOOKS, ASSETS AND UNDERTAKINGS, BOTH CORPOREAL AND INCORPOREAL, NOW OWNED OR HEREINAFTER ACQUIRED BY THE BORROWER(S) AND 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT 17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ONM5V 1K4 \*\*\* FOR EURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* CONTINUED... 21





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### PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 00 512647884 CAUTION

RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 002 20250114 1456 1901 2137 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 15MAY1978 DRAZEN 02 DEBTOR BRATIC 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. MISSISSAUGA L4Y 1Y7 04 ADDRESS 2525 HAINES ROAD ON DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N 3R3 08 SECURED PARTY THEN CHAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT CONSUMER DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.T.N. MOTOR 11 VEHICLE 12 13 GENERAL GUARANTOR (S) 14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT

17

ADDRESS

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

22 CONTINUED...

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PAGE

L4Y 1Y7

REGISTERED REGISTRATION

PERIOD

ONTARIO CORPORATION NO.

ON

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### PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

NUMBER

SURNAME

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CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 3 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 512647884 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION FILING NO. OF PAGES SCHEDULE

DATE OF BIRTH FIRST GIVEN NAME 02 DEBTOR 03 NAME

003

BUSINESS NAME PENTAGON LOGISTICS INC.

042525 HAINES ROAD

DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL

05 DEBTOR 06 NAME BUSINESS NAME PENTAGON LOGISTICS

ONTARIO CORPORATION NO. 07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N 3R3

INTTIAL

08 SECURED PARTY / LIEN CLAIMANT

RUN NUMBER: 189

01

09

10

RUN DATE : 2025/07/08

ID: 20250708160336.36

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE

MODEL V.I.N.

11 MOTOR 12 VEHICLE

13 GENERAL 14

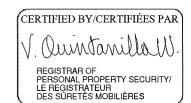
COLLATERAL DESCRIPTION 15

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 23 5002)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY **2025 3 3** 

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

512647884 00 CAUTION PAGE LATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 004 20250114 1456 1901 2137 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR 02 03 NAME BUSINESS NAME PENTAGON LOGISTICS ONTARIO CORPORATION NO. 04 L4Y 1Y7 2525 HAINES ROAD MISSISSAUGA ON ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME 2499856 ONTARIO INC. ONTARIO CORPORATION NO. 07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N 3R3 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING 16 AGENT 17 ADDRESS

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE: 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ID: 20250708160336.36 ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 🙎 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

ADDRESS

RUN NUMBER: 189

17

FILE NUMBER 512647884 00 CAUPION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 005 20250114 1456 1901 2137 DATE OF BIRTH FIRST GIVEN NAME LATTIAL SURNAME 02 DEBTOR 03 NAME 2499856 ONTARIO INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 2525 HAINES ROAD \_ADDRESS\_ MISSISSAUGA onL4Y 1Y7 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME 2340730 ONTARIO INC. ONTARIO CORPORATION NO. 07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA ON 15N 3R3 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.T.N.MOTOR 11 VEHICLE 12 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING agent

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

CONTINUED...

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RUN NUMBER: 189
RUN DATE: 2025/07/08
ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 25 ( 5004)

TYPE OF SEARCH \* BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025 FILE CURRENCY FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 512647884 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 006 20250114 1456 1901 2137 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2340730 ONTARIO INC. ONTARIO CORPORATION NO. 04 ADDRESS 2525 HAINES ROAD MISSISSAUGA ON L4Y 1Y7 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME 2340730 ONTARIO INC. ONTARIO CORPORATION NO. ON 1.4W 5C9 07 ADDRESS PO BOX 4128 MISSIAUGA 08 SECURED PARTY LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N.MOTOR 11 12 VEHICLE

16 REGISTERING.
AGENT
17 ADDRESS

13

14

15

GENERAL

COLLATERAL

DESCRIPTION

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR

V QUANTUM CONTROL

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR

DES SÚRETÉS MOBILIÈRES



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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

ID: 20250708160336.36

RUN NUMBER : 189 RUN DATE : 2025/07/08

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 512647884 CAUTION MOTOR VEHICLE REGISTRATION PAGE TATOT REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER FILING. 007 20250114 1456 1901 2137 01 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME KAMION SCM INC. ONTARIO CORPORATION NO. 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N 3R3 04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT CONSUMER DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 MODEL V.I.N. YEAR MAKE 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*





RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 27 5006)

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 2025 a 07JUL

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00		NUMBER 84375					
01	CAUPI FILIN			ЉЕ	NUMBER UND	TERED REGISTRATIO ER PERIOD RSLA 01	)N
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INTUTAL	SURNAME		
03	NAME	BUSINESS NAME	PENTAGON LOGISTICS IN	IC.			richmonaris.
04		ADDRESS	7045 MILLCREEK DR		MISSISSAUGA	ONTARIO CORPORAT ON	L5N 3R3
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	TNEW PAIR	SURNAME		
06	NAME	BUSINESS NAME					
07		ADDRESS				ONTARIO CORPORAT	LON MO.
80	SECURED P	iraninan jeunangrakuraran kiloukranikararan percatat	2268325 ONTARIO INC.	O/A TORONT	O TRUCK TIRE CENTRE		
09	TITEN CTAT	MANT ADDRESS	225 CLAIREPORT CRESCH	ENT	TORONTO	ON	м9w 6р7
10	co	L CLASSIFICATION NSUMER OODS INVENTORY EQU	IPMENT ACCOUNTS OTHER	OTOR VEHICL INCLUBED X 1		NO FIXED OR MATURITY DATE	
11 12	MOTOR VEHICLE	YEAR MAKE 2019 FREIGHTLINER	MODEL FM2		V.T.N. 1 PUJHHDR6KLKH7861		
13 14 15	GENERAL COLLATERA DESCRIPTI	L EXCHANGES, RE	ALL PRESENT AND FUTURI PLACEMENT PARTS, REPAIL DING INSURANCE DISBURSI	RS, ADDITIO	NS AND ALL PROCEEDS		
16	REGISTERI	NG	BDSL - 24-12816				
17	AGENT	ADDRESS:	106-162 GUELPH ST		GEORGETOWN	ON	L7G 5X7

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

CONTINUED... 28 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES



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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 5007) CERTIFICATE

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RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY **2025** € 07JUL

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	ETLE NUMI 51038530	[4]4.74.74.44.44.44.44.44.44.44.44.44.44.44						
01	CAUTION FILING	PAGE TOTA NO. OF PAGE 001 1		JE .		der pe	TRATIO RIOD 01	Ň
02 03	DESTOR NAME	PE OF BIRTH BUSINESS NAME	FIRST GIVEN NAME PENTAGON LOGISTICS IN	INITIAL	SURNAME		anus milatana	erkwentske rann
04		ADDRESS	7045 MILLCREEK DR		MISSISSAUGA	ONTARTO COR	ON	L5N 3R3
05	DEBTOR	PE OF BIRTH	FIRST GIVEN NAME	INTTIAL	SURNAME			
06	NAME	BUSINESS NAME				ONTARIO COR	PORATI	on no.
07		ADDRESS						
08	SECURED PARTY		2268325 ONTARIO INC.	O/A TORONT	O TRUCK TIRE CENTRE			
09		ADDRESS	225 CLAIREPORT CRESCE	NT	TORONTO		ON	м9w 6р7
10	COLLATERAL CI CONSUM GOODS	ÆR	PMENT ACCOUNTS OTHER	TOR VEHICL INCLUBED X 1	E AMOUNT DATE OF MATURITY 883			
11 12		AR MAKE 19 FREIGHTLINER	MODEL FM2		Y.I.N. 1 FOJHHDR8KLKH786	2		
13 14 15	GENERAL COLLATERAL DESCRIPTION	EXCHANGES, REP	ALL PRESENT AND FUTURE LACEMENT PARTS, REPAIR ING INSURANCE DISBURSE	S, ADDITIO	NS AND ALL PROCEEDS			
16	REGISTERING AGENT		BDSL - 24-12817					
17		ADDRESS	106-162 GUELPH ST		GEORGETOWN		OM	L7G 5X7

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÚRETÉS MOBILIÈRES



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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

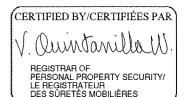
RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 t

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 0.0 510385653 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PACES SCHEDULE NUMBER UNDER PERIOD 01 001 20241024 1211 2758 6096 R RSLA 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 7045 MILLCREEK DR MISSISSAUGA L4W 5C9 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / 2268325 ONTARIO INC. O/A TORONTO TRUCK TIRE CENTRE LIEN CLAIMANT 09 ADDRESS 225 CLAIREPORT CRESCENT TORONTO ON M9W 6P7 COLLATERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE x 1917 10 YEAR MAKE MODEL 2019 FREIGHTLINER MOTOR FM2 3AKJHHDR7KSKN3948 11 12 VEHICLE GENERAL 13 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12818 15 DESCRIPTION 16 REGISTERING BDSL - 24-12818 AGENT 17 ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*





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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 07JUL

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 507753369 CAUPTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20240730 1455 2758 5046 01 R RSLA DATE OF BIRTH FIRST GIVEN NAME SURNAME 02 DEBTOR 03 NAME BUSINESS NAME AL TRUCKING ONTARIO CORPORATION NO. 04 ADDRESS 11 BRANDY CRES KITCHENER ON N2B 3W8 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 0.5 DEBTOR 06 NAME BUSINESS NAME 2836873 ONTARIO INC. O/A AL TRUCKING ONTARIO CORPORATION NO. 07 ADDRESS 11 BRANDY CRES KITCHENER ON N2B 3W8 08 SECURED PARTY / ASA TRUCK REPAIRS INC. LIEN CLAIMANT 09 ADDRESS 1315 SHAWSON DRIVE, UNIT B MISSISSAUGA onL4W 1C4 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X 8098 YEAR MAKE MODEL V.I.N. 2016 VOLVO VVN 11 MOTOR 4V4NC9EH8GN940404 12 VEHICLE 13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES. 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS, 24-12484 16 REGISTERING BDSL -24-12484 AGENT 17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY: \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

ENQUIRY RESPO

REPORT : PSSR060 PAGE : 31 ( 5010)

TYPE OF SEARCH \* BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 😦 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 507753369 CAUTION PAGE LATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERTOD 01 002 2 20240730 1455 2758 5046 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 MAME PENTAGON LOGISTICS INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 7045 MILLCREEK DR ADDRESS MISSISSAUGA ON L5N 3R3 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 05 DEBTOR::: 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER DATE OF MOTOR VEHICLE AMOUNT NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE GENERAL 13 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS

\*\*\* FOR EURTHER INFORMATION. CONTACT THE SECURED PARTY... \*\*\*

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 32 ( 5011)

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 507638889 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER 01 20240726 0954 1902 3822 P PPSA 01 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 BMAME BUSINESS NAME PENTAGON LOGISTICS INC ONTARIO CORPORATION NO. 04 7045 MILCREEK DR MISSISSAUGA ON L5N 3R3 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME DEBTOR 05 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY TRANSPORT TRAILER SALES INC LIEN CLAIMANT 09 8085 ESQUESING LINE MILTON L9T 9E3 ADDRESS OM COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X 416000 10 YEAR MAKE MODEL V.I.N. 2013 VANGUARD MOTOR 53 T/A DRY VAN 5V8VC5328DM304115 11 2017 VANGUARD 12 VEHICLE 53' T/A DRY VAN 5V8VC5324HM702332 13 GENERAL TRAILERS ON RENT COLLATERAL 14 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES



PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

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CERTIFICATE

REPORT : PSSR060 PAGE :

5012)

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RUN NUMBER: 189

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FILE CURRENCY

RUN DATE : 2025/07/08

ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPUCTED ON : PENTAGON LOGISTICS INC. : 07JUL 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 507638889 00

	PAGE FOTAL	REGISTRATION	
01	NO. OF PAGES 002 2	NUMBER 20240726 0954 1903	2 3822
	YEAR MAKE	MODEL	Vilini
41	2017 VANGUARD	53 T/A DRY VAN	5V8VC5328HM702334
42	2017 VANGUARD	53' T/A DRY VAN	5V8VC5323HM702337
43	2017 VANGUARD	53' T/A DRY VAN	5v8vc5327HM702339
44	2017 VANGUARD	53' T/A DRY VAN	5V8VC5325HM702341
45	2006 TRAILMOBILE	53' T/A DRY VAN	2MN01JAH261002707
46	2023 MANAC	53' T/A DRY VAN	2M5921618P1216490
47	2023 MANAC	53' T/A DRY VAN	2M5921611P1216492
48	2023 TRANSCRAFT	53' T/A FLATBED	1TTF532C2P3354832
49	2023 MANAC	53' T/A DRY VAN	2M5921612P1216498
50	2023 MANAC	53' T/A DRY VAN	2M5921619P1216496
51	2023 MANAC	53' T/A DRY VAN	2M5921610P1216497
52	2023 MANAC	53' T/A DRY VAN	2M5921619P1216501
53			
54			
55			

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 34 5013)

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

00

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

± 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 507104676

01	CAUTION FILING	PAGE TOTA NO. OF PAGE 001 2		ЪE .	EGISTRATION REGIST NUMBER UNDE 709 1004 1902 8374 P	R PERIOD	
02 03	BEBROR	OF BERTH USINESS NAME	FIRST GIVEN NAME: PENTAGON LOGISTICS IN	INITIAL.	SURNAME	ONTARIO CORPORA	<b>PTONENO</b>
04 05	DEBTOR	ADDRESS	7045 MILLCREEK DRIVE FIRST GIVEN NAME	INTTEAL	MISSISSAUGA SURNAME	ON	L5N 3R3
06 07		USINESS NAME ADDRESS				ONTARIO CORPORA	TION NO.
08 09	SECURED PARTY / LIEN CLAIMANT  COLLATERAL CLAS	Address	STOUGHTON TRAILERS CA 416 S. ACADEMY STREET		RATION STOUGHTON	WI	53589
10	CONSUMER GOODS	INVENTORY EQUI	MC PMENT ACCOUNTS OTHER	INCLUDED	E AMOUNT DATE OF MATURITY (		<b>P.</b>
11 12	MOTOR 2022	MAKE STOUGHTON STOUGHTON	MODEL AVXW-535 AVXW-535	T-S-C-AR T-S-C-AR	V.I.N. 1Dw1a5321nsa97746 1Dw1a5323nsa97747		
13 14 15	GENERAL COLLATERAL DESCRIPTION						
16 17	REGISTERING AGENT		ESC CORPORATE SERVICE 445 KING STREET WEST,				M5V 1K4

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO onM5V 1K4 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 35 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES



PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN NUMBER: 189 RUN DATE : 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 35 5014)

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

ID: 20250708160336.36

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 107JUL 2025

MOTOR VEHICLE SCHEDULE

FILE NUMBER 00 507104676

	NO. OF PAGES	REGISTRATION NUMBER	
01	002 2	20240709 1004 1902	8374

	YEAR MAKE	MODEL	
41	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5325NSA97748
42	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5327NSA97749
43	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5323NSA97750
44	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5329NSA97753
45	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5325NSA97703
46	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5327NSA97718
47	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5326NSA97743
48	2022 STOUGHTON	AVXW-535T-S-C-AR	1DW1A5327NSA97752
49			

56

50 51

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



#### PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE: 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ID: 20250708160336.36 ENQUIRY RESPONSE

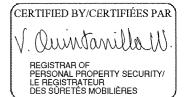
REPORT: PSSR060 PAGE 36 5015)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 1 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 502223814 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 20240125 1702 1462 6175 01 01 003 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME TNTTTAT. 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 ADDRESS 7045 MILLCREEK DR. MISSISSAUGA ON L6H7L9 DATE OF BIRTH FIRST GIVEN NAME LNITTAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY / TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. TITEN CLAIMANT 09 ADDRESS 630 - 401 THE WEST MALL TORONTO ON M9C5J5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED. INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL 11 MOTOR VEHICLE 12 GENERAL 13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, 14 COLLATERAL ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER 15 DESCRIPTION EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN 16 REGISTERING PPSA CANADA INC. - (8154) AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 M2N6Y8 TORONTO ON \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\* CONTINUED... 37

CERTIFICATE





RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

REGISTRATION

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REGISTRATION

PERIOD

REPORT : PSSR060 PAGE 37 5016)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 502223814 00 CAUPION PAGE MOTOR VEHICLE TOTAL FILING NO. OF PAGES SCHEDULE 01 003 DATE OF BIRTH

NUMBER UNDER 20240125 1702 1462 6175 FIRST GIVEN NAME LATTIAL SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO. ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR NAME

ONTARIO CORPORATION NO. 07 ADDRESS

08 SECURED PARTY

LIEN CLAIMANT 09 ADDRESS

BUSINESS NAME

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY DATE INCLUDED MATURITY OR

YEAR MAKE MODEL V.I.N.11 MOTOR

VEHICLE 12

02

03

04

05

06

10

15

17

DEBTOR

NAME

13 GENERAL WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT 14 COLLATERAL LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,

DESCRIPTION CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

REGISTERING 16 PPSA CANADA INC. - (8154) AGENT

> 110 SHEPPARD AVE EAST, SUITE 303 TORONTO OMM3N6A8 ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN DATE : 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 a 07JUL

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 502223814			
01	CAUPION PAGE TOT: FILING NO. OF PAGE 03 00:	es schedule	REGISTRATION REGIST: NUMBER UNDER 0125 1702 1462 6175 P I	R PERIOD
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL	SURNAME	ONTARIO CORPORATION NO.
04	ADDRESS			
05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL	SURNAME	
07	ADDRESS			ONTARIO CORPORATION NO.
08 09	SECURED PARTY / LIEN CLAIMANT ADDRESS			
10	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQU	MOTOR VEHICLE PMENT ACCOUNTS OTHER INCLUDED	LE AMOUNT DATE OF MATURITY O	
11 12	MOTOR VEHICLE	MODEL	V.I.N.	
13 14 15	GENERAL SECURITY ACT) COLLATERAL DESCRIPTION			
16 17	REGISTERING AGENT ADDRESS	PPSA CANADA INC (8154)  110 SHEPPARD AVE EAST, SUITE 30	O3 TORONTO	on m2n6y8
				-21

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 39 ( 5018)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 07JUL FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 788487075 00 CAUPION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERTOD 01 0.01 20221115 1619 5064 1408 06 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 7045 MILLCREEK DR. ON L5N 3R3 ADDRESS MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS TPINE LEASING CAPITAL CORPORATION 08 SECURED PARTY LIEN CLAIMANT 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA L5T 1A6 COLLATERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE old XX 219995 10 YEAR MAKE MODEL 2021 VOLVO 760 11 MOTOR 4V4NC9EH0MN278524 12 VEHICLE 13 GENERAL 14 COLLATERAL DESCRIPTION 15 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT 17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ONM5V 1K4 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

PAGE : 40 ( 5019)

REPORT: PSSR060

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 788487282 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER PERIOD 01 001 1 20221115 1629 5064 1410 P PPSA 06 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 7045 MILLCREEK DR. L5N 3R3 ADDRESS MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION LIEN CLAIMANT 09 6050 DIXIE ROAD ADDRESS MISSISSAUGA L5T 1A6 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x 219995 YEAR MAKE MODEL V.I.N. MOTOR 2021 VOLVO 760 4V4NC9EH5MN263355 11 12 VEHICLE GENERAL 13 14 COLLATERAL 15 DESCRIPTION REGISTERING 16 ESC CORPORATE SERVICES LTD. AGENT 17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* 41 CONTINUED...





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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY : 07JUL 2025

ID: 20250708160336.36

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00	788347044	99998									
	CAUTION FILING	PAGE TOTA NO. OF PAGE		MOTOR VEH SCHEDU		EGISTR/ NUMBI	ATION REGIST PR UNDI		STRATIC SRIOD	Ŋ	
01	.94 <u>004</u> 0010040000000000000000000000000000	001 2	n territoria de la companya de la companya de la falancia de la companya de la dela companya de la companya de	5153453644444444444444444444444444444444	20221	109 192	22 50 <b>64</b> 9052 P	PPSA	04	1.1.1.1.1	
02	DATE: (	OF BIRTH	FIRST GIVEN	NAME	INTTTAL	SURNAL	ATE				
03		USINESS NAME	PENTAGON LOG	ISTICS IN	IC			ONTARIO CO	TRAGOGS	ON NO	H
04		ADDRESS	1310 DUNDAS	ST E UNIT	218		MISSISSAUGA	hindalahin dalah d	ON	L4Y	FE:
05	DEBTOR	OF BIRTH	FIRST GIVEN		INTTIAL	SURNAI	AB:				
06	NAME BI	ustness name						ONTARIO CO	R D A R A TIT	ON NO	1
07		ADDRESS									:
08	SECURED PARTY /		MERIDIAN ONE	CAP CREDI	T CORP.						
09		"ADDRESS	SUITE 1500,	4710 KING	SSWAY		BURNABY		BC	ν5н	4M2
	COLLATERAL CLAS CONSUMER			MC.	TOR VEHICL	E AMO	OUNT DATE OF	No FI	XED		
10	GOODS	TNVENTORY EQU			TNCEUDED		MATURITY (	OR MATURIT	Y DATE		
	YEAR	MAKE		MODEL		19	V.T.N.				
11 12	1898/36974559666555566666	LODE KING LODE KING			XLE FLATBE		2LDPF5339EK057318 2LDPF514XAL050703				
	VENTCES 2010			~							
13 14	GENERAL COLLATERAL	TRAILER (S) TA	, ,				MENTS ACCESSORIES				
15	DESCRIPTION						Y OR INDIRECTLY				
16	REGISTERING AGENT		ESC CORPORAT	E SERVICE	ES LTD.						
17	AGENI	ADDRESS	445 KING STR	•			TORONTO		ON	M5V	1K4
			*** FOR FU	RTHER IN	ORMATION,	CONTAC	I THE SECURED PART	Y. ***			



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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 788347044 CAUTION PAGE TATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 002 20221109 1922 5064 9052 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANP 09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE

MODEL 2012 MANAC 48 TANDEM AXLE FLA 2009 MAC TRIDEM AXLE FLATBED

V.I.N.5MC224824CP013653 5MAPA48229A017231

13 GENERAL 14 COLLATERAL 15 DESCRIPTION

VEHICLE

MOTOR

10

11

12

17

FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

REGISTERING 16 AGENT

ADDRESS

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

CONTINUED... 43 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 43 ( 5022)

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20250505 1619 1465 8589 21 FILE NUMBER 788347044 RECORD REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS PERIOD CHANGE REQUIRED 22 PART DISCH FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE DEBTOR/ 24 BUSINESS NAME PENTAGON LOGISTICS INC TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 08 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 2014 LODE KING 2LDPF5339EK057318 11 TRIDEM AXLE FLATBED 12 VEHICLE 13 GENERAL TRAILER (S) 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD. 17 ADDRESS SECURED PARTY/ 445 KING STREET WEST, SUITE 400 M5V 1K4 TORONTO ON LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* CONTINUED... 44





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PAGE

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

RUN NUMBER: 189

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025

RUN DATE : 2025/07/08

ID: 20250708160336.36

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00	787115223						
01	CAUTION FILING X	PAGE TOTA NO. OF PAGE 01 003	s sche	DULE	GISTRATION REGI NUMBER UN 928 1404 1462 9584 F	VDER PERIOD	
02 03	DEBTOR	OF BIRTH USINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARTO CORPORATTO	N No.
04		ADDRESS	2525 HAINES RD		MISSISSAUGA	ON	L4Y1Y7
05 06	DEBTOR	of Birth Usiness name	FIRST GIVEN NAME	TNTTEAL	SURNAME		
07		ADDRESS				ONTARIO CORPORATIO	N NO.
08	SECURED PARTY / LIEN CLAIMANT		PENSKE TRUCK LEASIN	G CANADA INC			
09		ADDRESS	RT 10 GREEN HILLS,	ро вох 791	READING	PA	19603
10	GOODS	IINVENYORY EQUI	PMENT ACCOUNTS OTHER X	INCLUDED		NO FIXED OR MATURITY DATE	
11 12		MAKE FREIGHTLINER	MODEL T12664		Y.T.N. 3AKJHHDR2NSNA006	65	
13 14 15	GENERAL COLLATERAL DESCRIPTION	SUBSTITUTIONS	ALL ATTACHMENTS ACCE ADDITIONS AND IMPROV A AND QUALCOMM SYSTE	EMENTS THERE	TO, INCLUDING, BUT NOT		
4.0	DEGLAMODENIA		DIMINATED MOTIVATE T DE ATES				

16 REGISTERING PENSKE TRUCK LEASING CANADA INC

17

AGENT

ADDRESS RT 10 GREEN HILLS, PO BOX 791

READING

PA 19603

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

CONTINUED... 45 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

> ENOUIRY RESPONSE CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

AGENT

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TYPE OF SEARCH BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY

2025 a 07JUL

ADDRESS

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 787115223 MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION CAUTION PAGE TOTAL FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 02 01 003 20220928 1404 1462 9584 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 0.8 SECURED PARTY / LOCATIONS DE CAMIONS PENSKE CANADA INC LIEN CLAIMANT 09 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING 19603 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE GENERAL 13 DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT 14 COLLATERAL DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL 15 16 REGISTERING PENSKE TRUCK LEASING CANADA INC

READING

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

RT 10 GREEN HILLS, PO BOX 791

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN FILE NUMBER 787115223 00 CAUPTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 03 003 20220928 1404 1462 9584 01 X P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 0.5 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE V.I.N. MODEL MOTOR 11 12 VEHICLE OR PROCEEDS OF THE COLLATERAL. 13 GENERAL COLLATERAL 14 15 DESCRIPTION 16 REGISTERING PENSKE TRUCK LEASING CANADA INC AGENT 17 RT 10 GREEN HILLS, PO BOX 791 READING PA 19603 ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES



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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

REPORT : PSSR060 PAGE ENQUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 t 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 786734559 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE UNDER PERIOD NUMBER 01 001 20220915 1631 5064 9463 P PPSA 06 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 ADDRESS 7045 MILLCREEK DR. MISSISSAUGA ON L5N 3R3 DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION LTEN CLAIMANT 09 ADDRESS: 6050 DIXIE ROAD MISSISSAUGA L5T 1A6 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 x 229995 YEAR MAKE MODEL V.I.N. 4V4NC9EH1KN198095 2019 VOLVO 760 11 MOTOR 12 VEHICLE GENERAL 13 14 COLLATERAL DESCRIPTION 15 ESC CORPORATE SERVICES LTD. 16 REGISTERING AGENT 445 KING STREET WEST, SUITE 400 TORONTO ONM5V 1K4 17 ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025

	FORM 1C FINANCIN	G STATEMENT	CLAIM FOR LIEN				
00	FILE NUMBER 785859237						
01	PTLING N	GE TOTA IO. OF PAGE 01 1		je	EGISTRATION REGIS NUMBER UND 816 1829 5064 4902 P		N.
02 03	DATE OF BEBTOR NAME BUST	BIRTH NESS NAME	PENTAGON LOGISTICS IN	ENETTAL	SURNAME	ontario corporati	
04		ADDRESS	7045 MILLCREEK DR		MISSISSAUGA	ON	L5N 3R3
05 06	DEBLAR	BIRTH NESS NAME	FIRST GIVEN NAME	INTTIAL	SURNAME		
07		ADDRESS				ONTARIO CORPORATI	on no.
08 09	SECURED PARTY / LIFN CLAIMANT	"Address	TPINE LEASING CAPITAL 6050 DIXIE ROAD	CORPORATIO	on Mississauga	on	L5T 1A6
10			PMENT ACCOUNTS OTHER	INCLUDED	E AMOUNT DATE OF MATURITY 29995		
11 12	YEAR MAK MOTOR 2019 VOL VEHICLE		MODEL 760		У.Т.N. 4V4Nc9EH4KN198074		
13 14 15	GENERAL COLLATERAL DESCRIPTION						
16	REGISTERING AGENT		ESC CORPORATE SERVICE	S LTD.			
17		ADDRESS	445 KING STREET WEST,	SUITE 400	TORONTO	ON	M5V 1K4
			*** FOR FURTHER INF	ORMATION	CONTACT THE SECURED PART	Y. ***	
						CONTINUED	49





CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

ENQUIRY RESPONSE

REPORT: PSSR060 PAGE 49 5028)

FILE CURRENCY 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 785859282 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20220816 1835 5064 4905 06 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME TNTTTAT. 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC ONTARIO CORPORATION NO. L5N 3R3 04 ADDRESS 7045 MILLCREEK DR MISSISSAUGA OMDATE OF BIRTH FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY TPINE LEASING CAPITAL CORPORATION LIEN CLAIMANT 09 ADDRESS 6050 DIXIE ROAD L5T 1A6 MISSISSAUGA OM COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x 229995 YEAR MAKE MODEL 2019 VOLVO 760 MOTOR 4V4NC9EHXKN198094 11 VEHICLE 12 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT 17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO OMM5V 1K4 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\* 50 CONTINUED...





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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE

CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 a 07JUL

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 785859309 PAGE TOTAL CAUTION MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER PERIOD 01 001 20220816 1839 5064 4907 P PPSA 06 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC ONTARIO CORPORATION NO. 04 7045 MILLCREEK DR MISSISSAUGA L5N 3R3 ADDRESS DATE OF BIRTH FIRST GIVEN NAME LATTINI SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION LIEN CLAIMANT 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA L5T 1A6 onCOLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  $\mathbf{x}$ x 229995 10 YEAR MAKE MODEL V.I.N. MOTOR 2018 VOLVO 11 760 4v4nc9en3jn889871 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT 17 445 KING STREET WEST, SUITE 400 ADDRESS TORONTO ONM5V 1K4 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\* CONTINUED... 51





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CONTINUED...

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY # 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

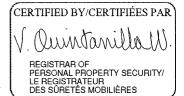
RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

00	FILE NUMBER 783952164			
01	CAUTION PAGE TOT FILING NO. OF PAG 01 00	es schedule	REGISTRATION REGIS NUMBER UND 0614 1002 1462 6704 P	er period
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL PENTAGON LOGISTICS INC	SURNAME	
04	ADDRESS	2525 HAINES RD	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4Y1Y7
05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL PENTAGON LOGISTICS INC	SURNAME	
07	ADDRESS	7045 MILLCREEK DRIVE	MISSISSAUGA	ONTARIO CORPORATION NO. L5N3R3
08	SECURED PARTY / LIEN CLAIMANT	MITSUBISHI HC CAPITAL CANADA I	,	0.V 7 (1.V) 7 F
	ADDRESS  COLLATERAL CLASSIFICATION  CONSUMER  GOODS INVENTORY EQU	MOTOR VEHIC	BURLINGTON  LE AMOUNT DATE OF  MATURITY	ON L7N3J5  NO FIXED OR MATURITY DATE
10	YEAR MAKE	X X X	V.T.N.	
11 12	MOTOR 2023 MANAG VEHICLE	TANDEM	2M592161xP1209735	
13	H25HC2H45H306H3H4H4H4H4H4H4H4H4H4H4H4	DEM AXLE PLATE VAN TRAILER		
14 15	COLLATERAL DESCRIPTION THE PERSONAL	PROPERTY DESCRIBED HEREIN, TOGET	HER WITH ALL	
16	REGISTERING AGENT	PPSA CANADA INC (7017)		
17	ADDRESS	110 SHEPPARD AVE EAST, SUITE 3	03 тогонто	on M2n6y8

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





RUN NUMBER: 189
RUN DATE: 2025/07/08
ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 52 ( 5031)

TYPE OF SEARCH \* BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 783952164 CAUPTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 007 20220614 1002 1462 6704 P PPSA DATE OF BIRTH FIRST GIVEN NAME LATTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 0.5 DEBTOR NAME 06 BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANP 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE V.I.N. MODEL MOTOR 11 VEHICLE 12 ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, 13 GENERAL 14 COLLATERAL APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR 15 DESCRIPTION KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND REGISTERING 16 PPSA CANADA INC. - (7017) AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÊS MOBILIÈRES

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CONTINUED ...



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SPARCH

\* BUSINESS DEBTOR

REPORT : PSSR060 PAGE 53 : ENQUIRY RESPONSE 5032) CERTIFICATE

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY **2025** € 07JUL FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 783952164 CAUPTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 03 007 20220614 1002 1462 6704 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE THUOMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE 14 COLLATERAL "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE 15 DESCRIPTION RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED 16 REGISTERING PPSA CANADA INC. - (7017) AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* CONTINUED... 54





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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH

CERT

BUSINESS DEBTOR

PENTAGON LOGISTICS INC.

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07.JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 783952164 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE FILING NO. OF PAGES NUMBER UNDER PERIOD 01 04 007 20220614 1002 1462 6704 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CHASSIFICATION CONSUMER AMOUNT MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL COLLATERAL") 14 COLLATERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE 15 DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL PPSA CANADA INC. - (7017) 16 REGISTERING AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 \*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 55 ( 5034)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 a 07JUL FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 783952164 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 20220614 1002 1462 6704 01 05 007 P PPSA DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRUUOMA DATE OF NO FIXED GOODS MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION 14 COLLATERAL OF THE EQUIPMENT 15 DESCRIPTION (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR 16 REGISTERING PPSA CANADA INC. - (7017) AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: PENTAGON LOGISTICS INC.
FILE CURRENCY: 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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00	FILE NUMBER 783952164					
01	FILING	PAGE TOTA NO. OF PAGE 06 007	is schedu	ILE .	EGISTRATION R NUMBER 614 1002 1462 6704	EGISTERED REGISTRATION UNDER PERIOD P PPSA 7
02 03	DATE OF DESTOR	r birth Siness name	FIRST GIVEN NAME	INTTIAL	SURNAME	
04	irlenberdedeletetinistenbiblietis telizirinistise	ADDRESS				ONTARTO CORPORATION NO.
05 06 07	DATE OF DEBTOR BUS	SINESS NAME	FIRST GIVEN NAME	TNITLAL	SURNAME	ONTARIO CORPORATION NO.
08	secured party	Address				меска админицияна в попи пода почения от писсы на писова почина и почения в по
09	THEN CLAIMANT	ADDRESS				
10	COLLATERAL CLASSI CONSUMER GOODS ]		MC PMENT ACCOUNTS OTHER	OTOR VEHICL INCLUDED	E AMOUNT DATE ( MATURI	
11 12	YEAR MY MOTOR VEHICLE	AKE	MODEL		V.I.N.	
13 14 15	COLLATERAL	(IV) ANY PROCE	EQUIPMENT OR THE EQUIPMENT OF THE EQUIPM	OR EQUIPMEN	T-RELATED COLLATERAI	u,
16	REGISTERING		PPSA CANADA INC (	7017)		

AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

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V QUANTO CONTROL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES



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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER : 189 RUN DATE : 2025/07/08 ID : 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON - PENTAGON LOGISTICS INC

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 a FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 783952164 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 007 20220614 1002 1462 6704 P PPSA DATE OF BIRTH FIRST GIVEN NAME **INTTTAL** SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY DIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION DATE OF CONSUMER MOTOR VEHICLE AMOUNT NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE V.I.N.MODEL 11 MOTOR VEHICLE 12 13 GENERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY. 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING PPSA CANADA INC. - (7017) AGENT M2N6Y8 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON\*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY... \*\*\*





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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 783059643 00 CAUTION PAGE TATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 004 20220517 1048 1529 9500 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 NAME PENTAGON LOGISTICS INC. BUSINESS NAME ONTARIO CORPORATION NO. ON 04 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA L5N 3R3 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. LIEN CLAIMANT 09 L7L 5Z1 BURLINGTON ADDRESS 5046 MAINWAY, UNIT 1 COLLATERAL CLASSIFICATION CONSUMER --MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE χ χ 10 YEAR MAKE 2023 MANAC / 53' TANDEM AXLE 2M5921610P1209744 11 MOTOR 2023 MANAC / 53' TANDEM AXLE 12 VEHICLE 2M5921612P1209745 13 ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE GENERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER 14 COLLATERAL 15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, 16 REGISTERING D+H LIMITED PARTNERSHIP AGENT 17 SUITE 200, 4126 NORLAND AVENUE BURNABY BC: V5G 3S8

\*\*\* FOR EURTHER INFORMATION. CONTACT THE SECURED PARTY. \*\*\*





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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

RUN NUMBER: 189

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REGISTERING

RUN DATE : 2025/07/08

ID: 20250708160336.36

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
783059643

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01	***************************************	02 00	4	20220	517 1048 1529 9500	
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INTTIAL	SURNAME	
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
05	DEBROR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL.	SURNAME	
06	NAME	BUSTNESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
80	SECURED P	ARTY /				
09						
	SOURCE TO A STREET OF A STREET	THE OWNER OF THE PROPERTY OF THE PARTY OF TH				

COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.
11 MOTOR 2023 MANAC / 53' TANDEM AXLE 2M59216

2023 MANAC / 53' TANDEM AXLE 2M5921615P1209741 2023 MANAC / 53' TANDEM AXLE 2M5921617P1209739

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL 14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR

15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

AGENT

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

\* FOR PORTIES INFORMATION, CONTACT THE SECOND PARTY. ---

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÚRETÉS MOBILIÈRES



CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH

\* BUSINESS DEBTOR

REPORT : PSSR060 60 PAGE ENQUIRY RESPONSE 5039)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 783059643 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 03 01 004 20220517 1048 1529 9500 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO . 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TUUOMA DATE OF NO FIXED MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 YEAR MAKE MODEL V.I.N. 2023 MANAC / 53' TANDEM AXLE 2M5921617P1209742 11 MOTOR 2023 MANAC / 53' TANDEM AXLE 2M5921619P1209743 12 VEHICLE 13 THEREFROM. GENERAL COLLATERAL 14 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE 61 5040)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 783059643 00 CAUTION MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PAGE TOTAL OF PAGES SCHEDULE NUMBER. UNDER NO. 20220517 1048 1529 9500 01 04 004 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH SURNAME FIRST GIVEN NAME INITTIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRUUMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 V.I.N. YEAR MAKE MODEL 2023 MANAC / 53' TANDEM AXLE 2M5921611P1209736 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING 16 AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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ONTARIO CORPORATION NO.

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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

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SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 a 07JUL

FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 782503596 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE UNDER FILING NO. OF PAGES NUMBER 001 20220429 1614 1901 3383 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. 04 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME 07 ADDRESS 08 SECURED PARTY / PNC VENDOR FINANCE CORPORATION CANADA TIEN CLAIMANT

BURLINGTON 09 2-4145 NORTH SERVICE ROAD ADDRESS

L7L 6A3

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

DATE OF NO ETXED MATURITY OR MATURITY DATE X

V.I.N.YEAR MAKE 2M5921614P1209732 MOTOR 2023 MANAC TANDEM AXLE PLATE V 11 2M5921616P1209733 12 VEHICLE 2023 MANAC TANDEM AXLE PLATE V

6 2023 MANAC 53' TANDEM AXLE PLATE VAN TRAILERS VIN # 13 GENERAL 2M5921614P1209732, 2M5921616P1209733, 2M5921618P1209734, 14 COLLATERAL 15 DESCRIPTION 2M5921613P1209737, 2M5921615P1209738, 2M5921613P1209740 TOGETHER WITH

ESC CORPORATE SERVICES LTD. 16 REGISTERING AGENT

M5V 1K4 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON

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

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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

🖫 07JUL 2025 FILE CURRENCY

FORM 1C TINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 782503596 00

		OTAL: MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION GES SCHEDULE NUMBER UNDER PERIOD
Λ1	0.00	20220420 1614 1001 2393

01 20220429 1614 1901 3383

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR

03 NAME BUSINESS NAME

BUSINESS NAME

ONTARIO CORPORATION NO. 04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME

ONTARIO CORPORATION NO. 07 ADDRESS

08 SECURED PARTY /

06

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11

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LIEN CLAIMANT 09 ADDRESS

COLLATERAL CLASSIFICATION

											$_{\mathrm{CLF}}$	AMC		TTAC				FTXI		
	DODS																	$\mathbf{Y}\mathbf{T}\mathbf{I}$		

YEAR MAKE MODEL V.I.N. 2023 MANAC 2M5921618P1209734 MOTOR TANDEM AXLE PLATE V VEHICLE 2023 MANAC TANDEM AXLE PLATE V 2M5921613P1209737

13 GENERAL ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS,

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. 14 COLLATERAL 15 DESCRIPTION ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT

REGISTERING 16 AGENT 17

ADDRESS

\*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

RUN NUMBER: 189

PERSONAL PROPERTY SECURITY REGIST: ENQUIRY RESPONSE CERTIFICATE REPORT : PSSR060 PAGE : 64 ( 5043)

FILE CURRENCY 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 782503596 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED RECISTRATION SCHEDULE PILING NO. OF PAGES NUMBER UNDER PERIOD 01 003 20220429 1614 1901 3383 INTTIAL DATE OF BIRTH FIRST GIVEN NAME SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 Name BUSTNESS NAME ONTARIO CORPORATION NO 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE THUOMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE MODEL MOTOR 2023 MANAC 2M5921615P1209738 11 TANDEM AXLE PLATE V VEHICLE 12 2023 MANAC TANDEM AXLE PLATE V 2M5921613P1209740 13 LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, GENERAL 14 COLLATERAL DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, 15 DESCRIPTION TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED. 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

2025 to 10 miles

FILE CURRENCY FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 781928613 0.0 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 0.01 20220411 1321 1901 7558 0.8 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 7045 MILLCREEK DRIVE MISSISSAUGA ON L5N 3R3 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / BANK OF MONTREAL LIEN CLAIMANT 09 ADDRESS 5750 EXPLORER DRIVE, 3RD FLOOR MISSISSAUGA L4W 0A9 COLLATERAL CLASSIFICATION CONSUMER-MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X 10 YEAR MAKE MOTOR 2023 MANAC 2M5921610P1209727 11 TANDEM AXLE PLATE V VEHICLE 2023 MANAC 2M5921612P1209728 12 TANDEM AXLE PLATE V 13 GENERAL 2023 MANAC TANDEM AXLE PLATE VAN TRAILERS 2M5921610P1209727 2023 14 COLLATERAL MANAC TANDEM AXLE PLATE VAN TRAILERS 2M5921612P1209728 2023 MANAC 15 DESCRIPTION TANDEM AXLE PLATE VAN TRAILERS 2M5921614P1209729 2023 MANAC TANDEM 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT

17

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 66 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

ENQUIRY RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781928613 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION UNDER PERIOD PILING NO. OF PAGES SCHEDULE NUMBER 002 20220411 1321 1901 7558 01 DATE OF BIRTH FIRST GIVEN NAME LATTIME SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2023 MANAC TANDEM AXLE PLATE V 2M5921614P1209729 11 MOTOR 12 VEHICLE 2023 MANAC TANDEM AXLE PLATE V 2M5921610P1209730 13 GENERAL AXLE PLATE VAN TRAILERS 2M5921610P1209730 2023 MANAC TANDEM AXLE 14 COLLATERAL PLATE VAN TRAILERS 2M5921612P1209731 15 DESCRIPTION REGISTERING 16 AGENT 17 ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 67 5046)

RUN NUMBER: 189 RUN DATE : 2025/07/08

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

ID: 20250708160336.36

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. : 07JUL 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 00 781928613

> PAGE TOTAL NO. OF PAGES 003

REGISTRATION NUMBER

20220411 1321 1901 7558

MAKE YEAR 41 2023 MANAC 42

MODEL TANDEM AXLE PLATE V V.I.N. 2M5921612P1209731

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

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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

ID: 20250708160336.36 TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

RUN DATE: 2025/07/08

RUN NUMBER: 189

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 00 781258266

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01		001 7			321 1028	1902 3685			
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03	NAME	BUSINESS NAME	PENTAGON LOGISTICS IN	c.				ONTARIO CORPORATIO	M NO
04		ADDRESS	7045 MILLCREEK DRIVE			MISSISSA	UGA	ON	L5N 3R3
		DATE OF BIRTH	FIRST GIVEN NAME	LNETTAL	SURNAME				

05 DEBTOR BUSINESS NAME 06 NAME

ONTARIO CORPORATION NO. 07 ADDRESS

08 SECURED PARTY BANK OF MONTREAL LIEN CLAIMANT

09 ADDRESS 5750 EXPLORER DRIVE, 3RD FLOOR L4W 0A9 MISSISSAUGA

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X X X X X X MATURITY DATE MATURITY OR

YEAR MAKE MOTOR 2023 MANAC 2M592161xP1209721 11 TANDEM AXLE PLATE V VEHICLE 12 2023 MANAC TANDEM AXLE PLATE V 2M5921611P1209722

13 GENERAL 2023 MANAC TANDEM AXLE PLATE VAN TRAILERS 2M592161XP1209721 2023 14 COLLATERAL MANAC TANDEM AXLE PLATE VAN TRAILERS 2M5921611P1209722 2023 MANAC 15 DESCRIPTION TANDEM AXLE PLATE VAN TRAILERS 2M5921613P1209723 2023 MANAC TANDEM

16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO OM M5V 1K4

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

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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

\* BUSINESS DEBTOR TYPE OF SEARCH GEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY

07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781258266 CAUTION PAGE .IATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 002 20220321 1028 1902 3685 DATE OF BIRTH FIRST GIVEN NAME LATTIAL SURNAME 02 DEBTOR ... 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS FIRST GIVEN NAME DATE OF BIRTH JAITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N.2023 MANAC 2M5921613P1209723 11 MOTOR TANDEM AXLE PLATE V 12 VEHICLE 2023 MANAC TANDEM AXLE PLATE V 2M5921615P1209724 13 AXLE PLATE VAN TRAILERS 2M5921615P1209724 2023 MANAC TANDEM AXLE GENERAL PLATE VAN TRAILERS 2M5921617P1209725 2023 MANAC TANDEM AXLE PLATE 14 COLLATERAL 15 DESCRIPTION VAN TRAILERS 2M5921619P1209726 THE GOODS DESCRIBED HEREIN, WHEREVER 16 REGISTERING AGENT 17 ADDRESS

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

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ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE 70 5049)

TYPE OF SEARCH \* BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 07JUL FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781258266 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 003 20220321 1028 1902 3685 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS SECURED PARTY / 9.0 LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION DATE OF CONSUMER MOTOR VEHICLE THUOMA NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 2023 MANAC TANDEM AXLE PLATE V 2M5921617P1209725 12 VEHICLE 2023 MANAC TANDEM AXLE PLATE V 2M5921619P1209726 13 SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, GENERAL 14 COLLATERAL INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND 15 DESCRIPTION SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS

ADDRESS

RUN NUMBER: 189

16

17

REGISTERING

AGENT

RUN DATE: 2025/07/08

ID: 20250708160336.36

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

ENQUIRY RESPONSE

REPORT: PSSR060 71 PAGE 5050)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 😨 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 781258266 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 004 20220321 1028 1902 3685 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH SURNAME FIRST GIVEN NAME LNITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM 14 COLLATERAL OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD 15 DESCRIPTION PARTIES, AND ALL PROCEEDS RELATING THERETO. PROCEEDS ALL OF THE 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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CONTINUED...



RUN NUMBER : 189 RUN DATE : 2025/07/08 ID : 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 72 ( 5051)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY **ສ** 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781258266 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 005 20220321 1028 1902 3685 DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 02 DEBTOR 03 NAME BUSINESS NAME ONTARTO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL 11 MOTOR 12 VEHICLE 13 GENERAL DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS 14 COLLATERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION 15 DESCRIPTION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

V. QUIMONION

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÚRETÉS MOBILIÈRES

CONTINUED...

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PROVINCE OF ONTARIO

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 73 ( 5052)

TYPE OF SEARCH # BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN PILE NUMBER 00 781258266 CAUPION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 006 20220321 1028 1902 3685 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR 02 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME LATTINI SURNAME 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 YEAR MAKE V.I.N. MODEL 11 MOTOR 12 VEHICLE 13 GENERAL GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE 14 COLLATERAL AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL 15 DESCRIPTION CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION. CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETES MOBILIÈRES

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CONTINUED...

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 2025 a 07JUL

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 781258266 00 CAUPION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 007 20220321 1028 1902 3685 DATE OF BIRTH LATTINI FIRST GIVEN NAME SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME JAITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY TITEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL MONEY AND INVESTMENT PROPERTIES. 14 COLLATERAL 15 DESCRIPTION REGISTERING 16 AGENT ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 75 ( 5054)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 00 780698646

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NAME

01	FILING NO. OF PAGE 001 5	es schedule	REGISTRATION REGIST NUMBER UND 1228 1353 1902 8129 P	######################################
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME	
03	NAME BUSINESS NAME	PENTAGON LOGISTICS INC.		ONTARTO CORPORATION NO.
04	ADDRESS	7045 MILLCREEK DRIVE	MISSISSAUGA	ON L5N 3R3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

ONTARIO CORPORATION NO.

08 SECURED PARTY / BANK OF MONTREAL

BUSINESS NAME

TIEN CLAIMANT

109 ADDRESS 5750 EXPLORER DRIVE, 3RD FLOOR MISSISSAUGA ON L4W 0A9

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

X X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 MANAC PLATE VANS 2M5921616P1209716

12 VEHICLE 2023 MANAC PLATE VANS 2M5921618P1209717

THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND ACCEPTABL AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,

DESCRIPTION ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

REGISTERING ESC CORPORATE SERVICES LTD.

AGENT AAS KING CORPER MECH. CHITEE

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 76

PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



> ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH

\* BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 00 780698646

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE PILING NO. OF PAGES NUMBER UNDER PERIOD

01 002 20220228 1353 1902 8129

DATE OF BIRTH FIRST GIVEN NAME 02 DEBTOR

BUSINESS NAME

INTTIAL SURNAME

ONTARIO CORPORATION NO.

REPORT : PSSR060

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PAGE

04 ADDRESS

FIRST GIVEN NAME

LAITINI SURNAME

05 DEBTOR 06 NAME BUSINESS NAME

DATE OF BIRTH

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /

LIEN CLAIMANT 09

NAME

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER PICTOMA MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE

10

15

03

YEAR MAKE MODEL

MOTOR 2023 MANAC PLATE VANS 2M592161XP1209718 11 VEHICLE 12 2023 MANAC PLATE VANS 2M5921611P1209719

GENERAL 13 14

SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS,

COLLATERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR DESCRIPTION RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

16 REGISTERING AGENT

17 ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF

PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



PAGE

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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 780698646 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE PILING NO. OF PAGES NUMBER UNDER PERIOD 01 003 20220228 1353 1902 8129 5 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 2023 MANAC 11 MOTOR PLATE VANS 2M5921618P1209720 12 VEHICLE 13 RELATING THERETO. PROCEEDS ALL OF THE DEBTOR'S PRESENT AND GENERAL 14 COLLATERAL AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR 15 DESCRIPTION INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE REGISTERING 16 AGENT 17 ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE: 2025/07/08

RUN NUMBER: 189

ID: 20250708160336.36

ENQUIRY RESPONSE

CERTIFICATE

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 3 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 780698646 00 CAUTION PAGE LATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 004 5 20220228 1353 1902 8129 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS INITTIAL DATE OF BIRTH FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N.MOTOR 11 VEHICLE 12 13 ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERAL 14 COLLATERAL GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE 15 DESCRIPTION AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 79 5058)

ONTARIO CORPORATION NO.

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. : 07JUL 2025 FILE CURRENCY

FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 780698646 00

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  005 5 20220228 1353 1902 8129
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME LATTIAL SURNAME

05 DEBTOR

ONTARIO CORPORATION NO. 07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

NAME

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED

YEAR MAKE MODEL V.I.N. 11 MOTOR

12 VEHICLE

GENERAL 13 CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES,

14 COLLATERAL MONEY AND INVESTMENT PROPERTIES.

BUSTNESS NAME

15 DESCRIPTION

REGISTERING

AGENT ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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PAGE :

PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

> ENQUIRY RESPONSE CERTIFICATE

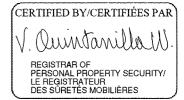
TYPE OF SEARCH : BUSINESS DEBTOR

ID: 20250708160336.36

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

	FORM 1C FINAN	CING STATEMENT	/ CLAIM FOR LIEN						
00	FILE NUMBER 775324089								
01	CAUPION	PAGE TOTA NO. OF PAGE 01 006	S SCHEDU	SE .	EGISTRATIO NUMBER 811 1405 1	UNDE		TRATION RIOD 5	
02	DATE :	OF BIRTH	FIRST GIVEN NAME	ENTTTAL	SURNAME				
03		usiness name	JAMES G NEWLANDS					in in the second of	C Normal of the constant little
04		ADDRESS	425 ANDREW ST			SHELBURNE	ONTARTO COR	ON	и ио. L9V2Y8
٥٤		OF BIRTH EB1968	FIRST GLVEN NAME JAMES	inii Titail	SURNAME				
05 06	9:00:00:00:00:00:00:00:00	USINESS NAME	JAMES		NEWLANDS	anatowonanianana			
07		ADDRESS	425 ANDREW ST			SHELBURNE	ONTARIO COR		
80	SECURED PARTY /		HITACHI CAPITAL CANAD	A CORP.					
09	TEN CLATMANIP	AUDRESS	3390 SOUTH SERVICE RO.	AD, SUITE	301	BURLINGTON		ОИ	L7N3J5
10	COLLATERAL: CLAS CONSUMER GOODS		MO: PMENT ACCOUNTS OTHER: X	INCLUDED	EAMOUNT	DATE OF MATURITY C			
11 12	MOTOR YEAR   MOTOR 2016 VEHICLE	MAKE KENWORTH	MODEL T680		100000000000000000000000000000000000000	.N. YDP9X2GJ983076			
13 14	GENERAL COLLATERAL		ROPERTY DESCRIBED HERE						
15	DESCRIPTION	•	FURNISHINGS AND OTHER	-		•			
16	REGISTERING AGENT		PPSA CANADA INC (7	945)					
17		ADDRESS	110 SHEPPARD AVE EAST	, SUITE 30	3	TORONTO		OM	M2N6Y8
			*** FOR FURTHER INF	ORMATION,	CONTACT TH	E SECURED PARTY	(		



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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 81 ( 5060)

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 🙎 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 775324089 CAUPTON MOTOR VEHICLE PAGE LATOT REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 02 006 20210811 1405 1462 5700 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 02FEB1968 JAMES NEWLANDS 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 425 ANDREW ST SHELBURNE ON L9V2Y8 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 98 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHTCLE TIMUOMA DATE OF NO FIXED GOODS MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND COLLATERAL 14 ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE 15 DESCRIPTION "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE 16 REGISTERING PPSA CANADA INC. - (7945) AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÚRETÉS MOBILIÈRES

CONTINUED..

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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE 5061)

TYPE OF SEARCH \* BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 🔹 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 775324089 CAUTION TOTAL PAGE MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 03 006 20210811 1405 1462 5700 P PPSA DATE OF BIRTH FIRST GIVEN NAME INTTTAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR VEHICLE 12 13 GENERAL RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED 14 COLLATERAL COLLATERAL") 15 DESCRIPTION (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE 16 REGISTERING PPSA CANADA INC. - (7945) AGENT **M2N6Y8** 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY... \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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CONTINUED...



## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE 83 5062)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 a

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

BUSINESS NAME

FILE NUMBER 00 775324089

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

01	CAUTION PAGE TO FILING NO. OF PA 04 0		DULE		ISTERED REGISTRATION INDER PERIOD P PPSA 5
	DATE OF BIRTH	FIRST GIVEN NAME	INTTIAL	SURNAME	

**37**4474 02 DEBTOR 03 NAME BUSINESS NAME

ONTARIO CORPORATION NO. 04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

ONTARIO CORPORATION NO. 07 ADDRESS

08 SECURED PARTY /

NAME

LIEN CLAIMANT 09 ADDRESS

> COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TINDOMA DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10

YEAR MAKE MODEL V.I.N.11 MOTOR

12 VEHICLE

06

13 EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL GENERAL

14 COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION 15

DESCRIPTION OF THE EQUIPMENT

16 REGISTERING PPSA CANADA INC. - (7945) AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED...

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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CERTIFIED BY/CERTIFIÉES PAR



## RUN NUMBER: 189 MINISTRY OF PU RUN DATE: 2025/07/08 PERSONAL PROP ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060 PAGE : 84 ( 5063)

FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 775324089 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 05 006 20210811 1405 1462 5700 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME. BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR 14 COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND 15 DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, 16 REGISTERING PPSA CANADA INC. - (7945) AGENT 17 M2N6Y8 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



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### RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 85 ( 5064)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 775324089 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTERED PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 06 006 20210811 1405 1462 5700 P PPSA DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 0.5 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIFN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 MODEL YEAR MAKE V.T.N. MOTOR 11 VEHICLE 12 13 IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL GENERAL 14 COLLATERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY. 15 DESCRIPTION PPSA CANADA INC. - (7945) 16 REGISTERING AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO OM M2N6Y8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY... \*\*\*



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#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

ID: 20250708160336.36

RUN NUMBER: 189

RUN DATE : 2025/07/08

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY # 07JUL 2025

	PORM 2C PINAI	ICING CHANGE ST	PATEMENT / CHANGE STATEME	NT .		
01	CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE 001 202	REGISTRATION NUMBER 30523 1703 1462 91	REGISTERED UNDER	
21	RECORD I	TLE NUMBER	775324089	30323 1703 1102 31	RENEWAL CORF	ECT.
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	A AMENDMENT		LOD
23 24	REPERENCE DEBTOR/ TRANSFEROR	BUSTNESS NAME	FIRST GIVEN NAME  JAMES G NEWLANDS	INITIAL SURNAM	Œ	
25 26 27 28	OTHER CHANGE REASON/ DESCRIPTION		G NEWLANDS AS DEBTOR			
02/ 05	DEBTOR/	E OK BIRUH	FIRST GIVEN NAME	INITIAL SURNAM	Æ.	
03/ 06	TRANSFEREE	BUSINESS NAMI	PENTAGON LOGISTICS I	INC.		ONTARIO CORPORATION NO.
04/	07	Address	2525 HAINES RD		MISSISSAUGA	ON L4Y1Y7
29 08	ASSIGNOR SECURED PARTY	//LIEN CLAIMAN	P/ASSIGNEE			
09	COLLATERAL CI CONSUI	ÆR			DATE OF	NO FIXED OR MATURITY DATE
10	YEA	AR MAKE	.MODEL.		ValaNa	
11	single delta			11/10/24 21/10/24	DESCRIPTION OF THE PROPERTY OF	
12 13 14	MOTOR VEHICLE GENERAL COLLATERAL		83289898358			
12 13	VEHICLE GENERAL	dDDRES:			TORONTO	on M2N6Y8

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

FORM 1C TINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 00 740054961 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 006 20180601 1637 8077 4171 P PPSA 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 MAME PENTAGON LOGISTICS INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS 2525 HAINES RD. MISSISSAUGA ON L4Y1Y7 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR ... 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANT 09 180 WELLINGTON ST WEST, 5TH FL M5J 1J1 ADDRESS TORONTO COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10  $\mathbf{X}$ χ YEAR MAKE MODEL V.T.N. 2019 RETTNOUER DROPMISER 1RND53A29KR045406 11 MOTOR 1RND53A25KR045404 12 VEHICLE 2019 REITNOUER DROPMISER 13 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, GENERAL 14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND 15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY REGISTERING REGISTRY = RECOVERY INC. 16 AGENT 17 ADDRESS 1551 THE OUEENSWAY TORONTO OMM8Z 1T5 \*\*\* FOR FURTHER INFORMATION. CONTACT THE SECURED PARTY. \*\*\*





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# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

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RUN NUMBER: 189

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REGISTERING

AGENT

RUN DATE: 2025/07/08

ID: 20250708160336.36

CERTIFICATE

: BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 00 740054961 CAUTION PAGE LATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 006 20180601 1637 8077 4171 DATE OF BIRTH LATTINI FIRST GIVEN NAME SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANT 09 ADDRESS 300-5575 NORTH SERVICE RD L7L 6M1 BURLINGTON ON COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRIUOMA DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 2019 REITNOUER DROPMISER 1RND53A23KR045403 12 VEHICLE 2019 REITNOUER DROPMISER 1RND53A27KR045405 13 GENERAL DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, 14 COLLATERAL 15 DESCRIPTION GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

ADDRESS

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

CONTINUED... 89

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÚRETÉS MOBILIÈRES



RUN NUMBER : 189 RUN DATE : 2025/07/08 ID : 20250708160336.36

\* BUSINESS DEBTOR

TYPE OF SEARCH

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 89 ( 5068)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025 FILE CURRENCY FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 740054961 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 03 006 20180601 1637 8077 4171 DATE OF BIRTH FIRST GIVEN NAME INTTIAL. SURNAME 02 DESTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITTAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY TITEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRIUOMA DATE OF NO FIXED MATURITY OR MATURITY DATE TINVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR VEHICLE 12 GENERAL LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, 13 14 COLLATERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR 15 DESCRIPTION ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. \*\*\*



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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 90 ( 5069)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON & PENTAGON LOGISTICS INC. FILE CURRENCY : 07JUL 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 740054961 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 04 006 20180601 1637 8077 4171 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 0.5 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE GENERAL 13 THE COLLATERAL OR PROCEEDS OF THE COLLATERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÚRETES MOBILIÈRES

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RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 91 ( 5070)

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 07JUL 2025 FILE CURRENCY FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\* FILE NUMBER 00 740054961 CAUTION TOTAL PAGE MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 05 006 20180601 1637 8077 4171 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLAWERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE INCLUDED 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL DESCRIPTION 15 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

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LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

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RIIN NUMBER : 189 RUN DATE: 2025/07/08

PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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REPORT : PSSR060 PAGE • 92

5071)

ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

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MOTOR VEHICLE SCHEDULE

FILE NUMBER 740054961

PAGE TOTAL NO. OF PAGES

REGISTRATION NUMBER 20180601 1637 8077 4171

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN DATE: 2025/07/08 ID: 20250708160336.36

RUN NUMBER: 189

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. ± 07JUL 2025

FILE CURRENCY FORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES NUMBER UNDER 01 001 20250506 1605 1532 0689 21 RECORD FILE NUMBER 740054961 REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PERTOD PAGE AMENDED CHANGE REQUIRED YEARS 22 B RENEWAL FIRST GIVEN NAME INTTTAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 9.0 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP ADDRESS 17 SECURED PARTY/ 2 ROBERT SPECK PARKWAY, 15TH FLOOR L4Z 1H8 MISSISSAUGA LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

CONTINUED... 94 CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ID: 20250708160336.36 ENOUIRY RESPONSE

REPORT: PSSR060 PAGE 94 5073)

TYPE OF SEARCH 2 BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY # 07JUL 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20250703 1030 4085 7152 RECORD 21 FILE NUMBER 740054961 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS PERIOD CHANGE REQUIRED 22 C DISCHARGE FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE DEBTOR/ 24 BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR/ 05 03/ TRANSFEREE 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 9.0 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING AGENT OR 16 D + H LIMITED PARTNERSHIP 17 SECURED PARTY/ 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS MISSISSAUGA ONL4Z 1H8 LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\* CONTINUED.. 95

CERTIFICATE



LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 95 ( 5074)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.
FILE CURRENCY : 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 717011613 00 CAUTION PAGE MOTOR VEHICLE TOTAL REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 01 001 20160526 1441 1530 2623 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 2525 HAINES RD ADDRESS MISSISSAUGA L4Y 1Y7 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY ROYAL BANK OF CANADA THEN CLAIMANT 09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO M2P 0A4 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRUDOMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL INTER-COMPANY CREDITOR AGREEMENT DATED MARCH 10 2016 BETWEEN ROYAL 14 COLLATERAL BANK OF CANADA , BMW FINANCIAL SERVICES CANADA, AND PENTAGON 15 DESCRIPTION LOGISTICS INC. 16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS AGENT 17 ADDRESS 4126 NORLAND AVENUE BURNABY BC. V5G 3S8 \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*



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PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE: 2025/07/08 ID: 20250708160336.36

REPORT: PSSR060 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE ENQUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. # 07JUL 2025 FILE CURRENCY

FORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20210423 1446 1530 8168 21 RECORD FILE NUMBER 717011613 REFERENCED CORRECT RENEWAL NO SPECIFIC PAGE AMENDED YEARS PAGE AMENDED CHANGE REQUIRED PERIOD 22 X 5 B RENEWAL FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSTNESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED BARTY/LIEN CLAIMANT/ASSIGNEE 08 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER TUUOMA MATURITY OR MATURITY DATE 10 MODEL V.I.N. 11 MOTOR 12 VEHICLE. 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS 17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BC V5G 3S8 BURNABY LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR

FILE CURRENCY

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. 😦 07JUL 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN EILE NUMBER 00 716749362 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 01 001 20160517 1443 1530 7506 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 2525 HAINES RD 04 ON L4Y 1Y7 ADDRESS MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANT 09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO M2P 0A4 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N.MOTOR 11 VEHICLE 12 GENERAL INTER-COMPANY CREDITOR AGREEMENT DATED MARCH 8 2016 BETWEEN ROYAL 13 14 COLLATERAL BANK OF CANADA , PENTAGON LOGISTICS INC., AND SHEEHAN'S LEASING LTD. 15 DESCRIPTION 16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS AGENT V5G 3S8 17 ADDRESS 4126 NORLAND AVENUE BURNABY BC \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\* CONTINUED... 98





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### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : PSSR060 PAGE ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE: 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY # 07JUL 2025

FORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20210416 1448 1530 7064 21 FILE NUMBER 716749362 RECORD REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 X B RENEWAL 5 FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 9.0 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER AMOUNT MATURITY OR MATURITY DATE 10 YEAR MODEL MAKE V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS 17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8 LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

DES SÛRETÉS MOBILIÈRES

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(cri2fv 05/2022)



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# PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

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RUN NUMBER: 189

AGENT

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RUN DATE: 2025/07/08

ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 714309939 00 CAUTION PAGE TATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER PERIOD 01 01 005 20160225 1634 8077 1566 10 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 2525 HAINES ROAD 04 ADDRESS MISSISSAUGA ON L4Y1Y7 DATE OF BIRTH FIRST GIVEN NAME SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY ROYAL BANK OF CANADA LIEN CLAIMANT 300-5575 NORTH SERVICE RD 09 ADDRESS BURLINGTON OML7L 6M1 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE TRUOMA DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X X YEAR MAKE MODEL  $V_*I_*N_*$ 11 MOTOR 12 VEHICLE 13 AS PER MASTER LEASE AGREEMENT DATED FEBRUARY 25, 2016 TOGETHER GENERAL WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE 14 COLLATERAL 15 DESCRIPTION DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL 16 REGISTERING REGISTRY = RECOVERY INC.

TORONTO

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

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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

> ENQUIRY RESPONSE CERTIFICATE

RUN NUMBER: 189 RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY 2025 ariginal 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

HATE STREET

00	FILE NUMBER 714309939							
01	CAUTION FILING	PAGE TOT NO. OF PAG 02 00	ES SCHEDI	ULE	GISTRATION NUMBER 225 1634 8077 1560	UNDER F	STRATIO PERTOD	Ň
02 03	DEBTOR	DE BIRTH USINESS NAME	FIRST GIVEN NAME	initeas:	SURNAME	ONTO		ennaturates
04	SPRAIDS LADESTINESS	ADDRESS				ONTARIO «EG	RESERVICE	ON MOST
05 06	DEBTOR	DF BIRTH ISTNESS NAME	FIRST GIVEN NAME	TNTTTAL	SURNAME	ONTARIO	DRPORAUT	on.
07		ADDRESS						
80	SECURED PARTY / LIEN CLAIMANT		ROYAL BANK OF CANADA					
09		ADDRESS	180 WELLINGTON ST WE	ST, 5TH FL	TORONTO	o	ON	М5Ј 1Ј1
10	COLLATERAL CLASS CONSUMER GOODS		M. EPMENT ACCOUNTS OTHER	OTOR VEHICL INCLUDED		E OF NO FI URITY OR MATURIT		
11 12	YEAR II MOTOR VEHICLE	MAKE	MODEL		V.I.N.			
13 14 15	GENERAL COLLATERAL DESCRIPTION	ADDITIONS AND	ACCESSORIES, ACCESSION IMPROVEMENTS THERETO, TLY OR INDIRECTLY FROM	AND ALL PR	OCEEDS IN ANY FOR	М		
16 17	REGISTERING AGENT	ADDRESS	the Bod William IV		CONTROL OF THE OFFICE O			

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

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# PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025 FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 714309939 CAUTTON PAGE TATOT MOTOR VEHICLE REGISTRATION REGISTERED .. REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 03 005 20160225 1634 8077 1566 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH LATTIAL SURNAME FIRST GIVEN NAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMAND 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR VEHICLE 12 13 GENERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS 14 COLLATERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR 15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

V. Quumanulum

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES



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# PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE
TYPE OF SEARCH : BUSINESS DEBTOR

PENTAGON LOGISTICS INC.

FILE CURRENCY : 07JUL 2025

RUN NUMBER: 189

RUN DATE : 2025/07/08

SEARCH CONDUCTED ON

ID: 20250708160336.36

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 714309939 00 CAUPION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE NUMBER UNDER PERIOD PILING NO. OF PAGES 20160225 1634 8077 1566 01 04 005 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURMAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO 07 ADDRESS 08 SECURED PARTY / LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION TUTOMA NO FIXED CONSUMER MOTOR VEHICLE DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 MODEL V.I.N. YEAR MAKE MOTOR 11 12 VEHICLE PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND 13 GENERAL 14 COLLATERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR 15 DESCRIPTION COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE 16 REGISTERING AGENT ADDRESS

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

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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

CERTIFICATE

REPORT : PSSR060 PAGE : 103 ( 5082)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 2025 til FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 714309939 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 20160225 1634 8077 1566 01 05 005 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 9.0 SECURED PARTY / LIEN CLAIMAND 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER AMOUNT MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 11 VEHICLE 12 13 COLLATERAL. GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT 17 ADDRESS \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RSONAL PROPERTY SECURITY REGISTRATION ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 104 ( 5083)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.
FILE CURRENCY : 07JUL 2025

RUN NUMBER: 189

RUN DATE: 2025/07/08

ID: 20250708160336.36

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20250707 1029 1793 2194 21 RECORD FILE NUMBER 714309939 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 Х A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ AMEND REGISTRATION TO CHANGE DEBTOR'S ADDRESS 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE PENTAGON LOGISTICS INC. BUSINESS NAME 06 ONTARIO CORPORATION NO. ON 04/07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 9.0 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT! MATURITY OR MATURITY DATE 10 MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR AIRD & BERLIS LLP 17 SECURED PARTY/ ADDRESS 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9 LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

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# PROVINCE OF ONTARIO RUN NUMBER: 189 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE: 2025/07/08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSR060 PAGE : 105 ( 5084)

CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.
FILE CURRENCY : 07JUL 2025

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 0.0 714220407 CAUTION MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PAGE TOTAL NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 20160223 1036 1529 8875 01 001 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME PENTAGON LOGISTICS INC. ONTARIO CORPORATION NO. 04 2525 HAINES RD ON L4Y 1Y7 MISSISSAUGA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANP 09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ONM2P 0A4 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10  $\mathbf{x}$ YEAR MAKE MODEL 11 MOTOR 12 VEHICLE GENERAL 13 COLLATERAL 14 15 DESCRIPTION 16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS AGENT V5G 388 17 ADDRESS 4126 NORLAND AVENUE BURNABY BC. \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*



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## PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC. FILE CURRENCY 07JUL 2025

RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20210122 1438 1530 0376 21 RECORD FILE NUMBER 714220407 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 5 Х B RENEWAL FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME PENTAGON LOGISTICS INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED INVENTORY EQUIPMENT ACCOUNTS OTHER TUITOMA MATURITY OR MATURITY DATE 10 YEAR MODEL V.I.N. MAKE 11 MOTOR VEHICLE 12 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS 17 V5G 3S8 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



#### PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN DATE : 2025/07/08 ID: 20250708160336.36

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

± 07JUL 2025

RUN NUMBER: 189

FILE CURRENCY

ENQUIRY RESPONSE CERTIFICATE

REPORT: PSSR060 PAGE 107 5086)

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT REGISTERED CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 20250707 1027 1793 2192 01 001 21 RECORD FILE NUMBER 714220407 REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD PAGE AMENDED 22 A AMENDMENT Х FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ PENTAGON LOGISTICS INC. BUSINESS NAME TRANSFEROR 25 OTHER CHANGE 26 REASON/ AMEND REGISTRATION TO CHANGE DEBTOR'S ADDRESS 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE PENTAGON LOGISTICS INC. BUSINESS NAME 06 ONTARIO CORPORATION NO. on L5n3r3 04/07 ADDRESS 7045 MILLCREEK DRIVE MISSISSAUGA 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 9.0 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS AMOUNT MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 MAKE MODEL V.I.N. YEAR MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 AIRD & BERLIS LLP REGISTERING AGENT OR M5J2T9 17 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ONSECURED PARTY/ ADDRESS LIEN CLAIMANT \*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH

RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

: BUSINESS DEBTOR

SEARCH CONDUCTED ON: PENTAGON LOGISTICS INC.

FILE CURRENCY

: 07JUL 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
517146858	20250610 1041 2758 9201			
517002228	20250605 0953 2758 9173			
517005252	20250605 1002 2758 9174			
517005621	20250605 1010 2758 9175			
516722742	20250529 1010 2758 9097	20250529 1015 2758 9099		
516722868	20250529 1013 2758 9098			
516724245	20250529 1020 2758 9101			
516725055	20250529 1023 2758 9102			
516231864	20250513 1724 1793 4731			
512647884	20250114 1456 1901 2137			
510384375	20241024 1123 2758 6087			
510385302	20241024 1155 2758 6093			
510385653	20241024 1211 2758 6096			
507753369	20240730 1455 2758 5046			
507638889	20240726 0954 1902 3822			
507104676	20240709 1004 1902 8374			
502223814	20240125 1702 1462 6175			
788487075	20221115 1619 5064 1408			
788487282	20221115 1629 5064 1410			
788347044	20221109 1922 5064 9052	20250505 1619 1465 8589		
787115223	20220928 1404 1462 9584			
786734559	20220915 1631 5064 9463			
785859237	20220816 1829 5064 4902			
785859282	20220816 1835 5064 4905			
785859309	20220816 1839 5064 4907			
783952164	20220614 1002 1462 6704			
783059643	20220517 1048 1529 9500			
782503596	20220429 1614 1901 3383			
781928613	20220411 1321 1901 7558			
781258266	20220321 1028 1902 3685			

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(crfj6 05/2022)



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PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH

RUN NUMBER: 189

RUN DATE : 2025/07/08

ID: 20250708160336.36

: BUSINESS DEBTOR

SEARCH CONDUCTED ON : PENTAGON LOGISTICS INC.

FILE CURRENCY

: 07JUL 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
780698646	20220228 1353 1902 8129			
775324089	20210811 1405 1462 5700	20230523 1703 1462 9130		
740054961	20180601 1637 8077 4171	20250506 1605 1532 0689	20250703 1030 4085 7152	
717011613	20160526 1441 1530 2623	20210423 1446 1530 8168		
716749362	20160517 1443 1530 7506	20210416 1448 1530 7064		
714309939	20160225 1634 8077 1566	20250707 1029 1793 2194		
714220407	20160223 1036 1529 8875	20210122 1438 1530 0376	20250707 1027 1793 2192	

47 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crfj6 05/2022)



This is Exhibit "G" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits

From: Drazen Bratic <a href="mailto:admin@pentagonlogistics.ca">admin@pentagonlogistics.ca</a>

Sent: Wednesday, May 21, 2025 8:05 AM
To: Wood, Ryan < ryan.wood@rbc.com >

Cc: Shaukat, Qasim < <a href="mailto:qasim.shaukat@rbc.com">qasim.shaukat@rbc.com</a>>

Subject: Re: Pentagon Logistics Inc.

## [External]/[Externe]

- Review Engagement FS for Pentagon Logistics Inc. as at December 31, 2024
  - We have not done this and have no funds to do it. We stopped our operations and I do not see any value in doing R&E.
- Updated Personal Statement of Affairs (template attached)
  - Bank has done nothing to help me and I have exhausted all personal financials and have no means to pay my obligations (mortgage, loans)
- Internal Profit Loss Statement for period January 1, 2025 April 30, 2025 for Pentagon Logistics Inc.
  - included.
- Internal Balance Sheet as April 30, 2025 for Pentagon Logistics Inc.
  - included
- Aged Accounts Receivable and Aged Accounts Payable as at April 30, 2025
  - included. there is discrepancy in these as not everything is in QB at the current time due to issues with Online QB and import of invoices.
- Current CRA HST & Payroll Balances (sample attached)
  - Included.
- 3 & 12 month Financial Forecast
  - No forecast. We had to shut down the operations.

On Mon, May 12, 2025 at 1:46 PM Wood, Ryan < ryan.wood@rbc.com > wrote:

Hi Drazen,

Thanks very much for taking the time this afternoon to meet with Qasim and myself. As discussed on the call, please reach out to myself via email or phone for any future requests regarding your accounts with RBC, my contact information is listed below in my signature line.

If you can please provide the following financial information **no later than end of day Friday May 23, 2025** so I can review and get a better understanding of the current financial picture:

- Review Engagement FS for Pentagon Logistics Inc. as at December 31, 2024
- Updated Personal Statement of Affairs (template attached)
- Internal Profit Loss Statement for period January 1, 2025 April 30, 2025 for Pentagon Logistics
   Inc.
- Internal Balance Sheet as April 30, 2025 for Pentagon Logistics Inc.
- Aged Accounts Receivable and Aged Accounts Payable as at April 30, 2025
- Current CRA HST & Payroll Balances (sample attached)
- 3 & 12 month Financial Forecast

Once I have had a chance to review the information listed above I will reach to arrage a follow up meeting, most likely in late May or early June.
If you have any questions, please don't hesitate to reach out.
Thanks
Ryan
Ryan Wood   Senior Manager, Special Loans & Advisory Services   Royal Bank of Canada   20 King Street West, 2 <sup>nd</sup> Floor, Toronto, ON M5H 1C4  E: ryan.wood@rbc.com T: 289 923 3871

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de reference future.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de reference future.

This is Exhibit "H" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

May 28, 2025

# DELIVERED BY REGISTERED MAIL, REGULAR MAIL and EMAIL

PENTAGON LOGISTICS INC. PENTAGON LOGISTICS INC.

7045 Millcreek Drive 2070 Wyecroft Road Mississauga, ON L5N 3R3 Oakville, ON L6L 5V6

**Attention**: Drazen Bratic, Director (<u>draz@pentagonlogistics.ca</u>)

# Re: Indebtedness of Pentagon Logistics Inc. to Royal Bank of Canada

We are the lawyers for Royal Bank of Canada ("**RBC**") in connection with its lending arrangements with Pentagon Logistics Inc. ("**Pentagon**").

Pentagon is indebted to RBC with respect to certain credit facilities (the "Credit Facilities") made available by RBC to Pentagon pursuant to and under the terms of:

- the credit agreement entered into between RBC and Pentagon dated August 9, 2021, as amended by amending agreements dated April 11, 2022 and October 13, 2022 (collectively, and as same may have been further amended, replaced, restated or supplemented from time to time, the "Primary Credit Agreement");
- ii. the VISA agreement entered into between RBC and Pentagon dated March 9, 2016 (as same may have been amended, replaced, restated or supplemented from time to time, the "VISA Agreement"); and
- iii. the master lease agreement entered into between RBC and Pentagon dated February 25, 2016 (as same may have been amended, replaced, restated or supplemented from time to time, the "Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Leasing Schedules" and, together with the Primary Credit Agreement, the VISA Agreement, and the Master Lease Agreement, the "Credit Agreements").

Certain of the Credit Facilities are repayable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

As of May 28, 2025, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Operating Facility	CAD \$1,017,123.38
	USD 280,892.66
Leasing Facilities	CAD 13,033.59
Credit Cards	CAD 72,478.95
	USD 22,640.47
	CAD \$1,102,635.92 plus
	USD \$303,533.13

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand for payment of <a href="CAD \$1,102,635.92">CAD \$1,102,635.92</a> plus USD \$303,533.13, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Credit Agreements (collectively, the "Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, (i) the general security agreements dated April 1, 2016 and April 5, 2016 granted by Pentagon in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of Pentagon's property, assets and undertakings, and (ii) the cash collateral agreements dated July 29, 2021 and April 13, 2022 granted by Pentagon in favour of RBC.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Pentagon; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Pentagon, in which cases RBC will also be seeking all costs incurred in so doing.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

**AIRD & BERLIS LLP** 

Sanjeev P.R. Mitra SPRM/ch

Encl.



### NOTICE OF INTENTION TO ENFORCE SECURITY (Bankruptcy and Insolvency Act, Subsection 244(1))

#### DELIVERED BY REGISTERED MAIL, REGULAR MAIL and EMAIL

TO: **PENTAGON LOGISTICS INC.** 

7045 Millcreek Drive Mississauga, ON L5N 3R3 PENTAGON LOGISTICS INC.

2070 Wyecroft Road Oakville, ON L6L 5V6

insolvent company / person

#### **TAKE NOTICE** that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Pentagon Logistics Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
- 2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, (i) the general security agreements dated April 1, 2016 and April 5, 2016 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings, and (ii) the cash collateral agreements dated July 29, 2021 and April 13, 2022 granted by the Debtor in favour of RBC.
- 3. As at May 28, 2025, the total amount of the indebtedness secured by the Security is the sum of <u>CAD \$1,102,635.92 plus USD \$303,533.13</u> in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Toronto this 28th day of May, 2025.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Per:

Sanjeev P.R. Mitra Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9

Tel: 416-863-1500 Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

May 28, 2025

#### DELIVERED BY REGISTERED MAIL, REGULAR MAIL and EMAIL

**DRAZEN BRATIC** (<u>draz@pentagonlogistics.ca</u>) 1433 Bough Beeches Boulevard Mississauga, ON L4W 3B4

#### Re: Indebtedness of Pentagon Logistics Inc. to Royal Bank of Canada

We are the lawyers for Royal Bank of Canada ("**RBC**") in connection with its lending arrangements with Pentagon Logistics Inc. ("**Pentagon**").

Pentagon is indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") made available by RBC to Pentagon pursuant to and under the terms of:

- the credit agreement entered into between RBC and Pentagon dated August 9, 2021, as amended by amending agreements dated April 11, 2022 and October 13, 2022 (collectively, and as same may have been further amended, replaced, restated or supplemented from time to time, the "Primary Credit Agreement");
- ii. the VISA agreement entered into between RBC and Pentagon dated March 9, 2016 (as same may have been amended, replaced, restated or supplemented from time to time, the "VISA Agreement"); and
- the master lease agreement entered into between RBC and Pentagon dated February 25, 2016 (as same may have been amended, replaced, restated or supplemented from time to time, the "Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Leasing Schedules" and, together with the Primary Credit Agreement, the VISA Agreement, and the Master Lease Agreement, the "Credit Agreements").

Certain of the Credit Facilities are repayable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

You, Drazen Bratic (the "**Guarantor**"), personally guaranteed Pentagon's obligations to RBC, including, without limitation, those under the Credit Agreements, pursuant to the written guarantee and postponement of claim granted to RBC in the limited principal amount of \$2,600,000.00 dated October 27, 2021 (the "**Guarantee**").

As of May 28, 2025, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Operating Facility	CAD \$1,017,123.38
	USD 280,892.66
Leasing Facilities	CAD 13,033.59
Credit Cards	CAD 72,478.95
	USD 22,640.47
	CAD \$1,102,635.92 plus
	USD \$303,533.13

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand on you, the Guarantor, for payment of <u>CAD</u> <u>\$1,102,635.92 plus USD \$303,533.13</u>, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Credit Agreements and the Guarantee (collectively, the "Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements, the Guarantee and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you, the Guarantor, in which case RBC will also be seeking all costs associated with so doing.

Please govern yourself accordingly.

Yours truly,

**AIRD & BERLIS LLP** 

Sanjeev P.R. Mitra



This is Exhibit "I" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits

Court File No.

## ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### ROYAL BANK OF CANADA

**Applicant** 

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

#### CONSENT TO ACT AS RECEIVER

The undersigned, msi Spergel inc. ("**Spergel**"), hereby consents to the appointment of Spergel as receiver, without security, over all of the assets, undertakings and properties of Pentagon Logistics Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor and all proceeds thereof, all pursuant to the provisions of section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

Dated at Toronto, Ontario this 16 day of June 2025.

MSI SPERGEL INC.

Per:

Name: Mukul Manchanda
Title: Managing Partner

I have authority to bind the Corporation.

#### **ROYAL BANK OF CANADA**

#### - and - **PENTAGON LOGISTICS INC.**

Applicant Respondent

Court File No.

## ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

**Proceedings commenced at Toronto** 

#### **CONSENT TO ACT AS RECEIVER**

#### AIRD & BERLIS LLP

Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

#### Sanjeev P. R. Mitra (LSO No. 37934U)

Tel: (416) 865-3085 Fax: (416) 863-1515

Email: smitra@airdberlis.com

#### Calvin Horsten (LSO No. 90418I)

Tel: (416) 865-3077 Fax: (416) 863-1515

Email: chorsten@airdberlis.com

Lawyers for Royal Bank of Canada

This is Exhibit "J" referred to in the Affidavit of Ryan Wood sworn before me this 16th day of July, 2025

Commissioner for Taking Affidavits

#### **CONSENT TO RECEIVER**

TO: Royal Bank of Canada (the "Lender")

AND TO: its solicitors, Aird & Berlis LLP

**PENTAGON LOGISTICS INC.** (the "**Debtor**") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertakings and any and all of the Debtor's books and records (collectively, the "**Assets**"); and (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to any of subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

**DATED** this  $\frac{15}{1}$  day of July, 2025.

#### PENTAGON LOGISTICS INC.

By: \_\_\_\_\_\_\_Name: Drazen Bratic

Title: Director

I have authority to bind the corporation.

#### **ROYAL BANK OF CANADA**

#### - and - **PENTAGON LOGISTICS INC.**

Applicant Respondent

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

#### **Proceedings commenced at Toronto**

## AFFIDAVIT OF RYAN WOOD (Sworn July 16, 2025)

#### AIRD & BERLIS LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

#### Sanjeev P. R. Mitra (LSO No. 37934U)

Tel: (416) 865-3085 Fax: (416) 863-1515

Email: smitra@airdberlis.com

#### Calvin Horsten (LSO No. 90418I)

Tel: (416) 865-3077 Fax: (416) 863-1515

Email: <a href="mailto:chorsten@airdberlis.com">chorsten@airdberlis.com</a>

#### Kieran Moloney (LSO No. 92686W)

Tel: (416) 865-3422 Fax: (416) 863-1515

Email: kmoloney@airdberlis.com

Lawyers for Royal Bank of Canada

## **TAB 5**

Court File No. CV-25-00747526-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

#### **ROYAL BANK OF CANADA**

Applicant

- and -

#### PENTAGON LOGISTICS INC.

Respondent

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

#### **SERVICE LIST**

(current as of July 18, 2025)

(current as of July 18, 2025)		
TO:	AIRD & BERLIS LLP	
	Brookfield Place	
	181 Bay Street, Suite 1800	
	Toronto, ON M5J 2T9	
	Sanjeev P. R. Mitra	
	Tel: (416) 865-3085	
	Email: smitra@airdberlis.com	
	Calvin Horsten	
	Tel: (416) 865-3077	
	Email: chorsten@airdberlis.com	
	Kieran Moloney	
	Tel: (416) 865-3422	
	Email: kmoloney@airdberlis.com	
	Lawyers for the Applicant	

AND TO:	MSI SPERGEL INC.
AND IO.	200 Yorkland Boulevard, Suite 1100
	Toronto, ON M2J 5C1
	Toronto, ON W23 3C1
	Mukul Manchanda
	Tel: (519) 661-6705
	Email: mmanchanda@spergel.ca
	Eman. mmanenanda(w,sperger.ea
	Proposed Receiver
AND TO:	PENTAGON LOGISTICS INC.
	7045 Millcreek Drive
	Mississauga, ON L5N 3R3
	Drazen Bratic
	Email: draz@pentagonlogistics.ca
	Desmandant
	Respondent
AND TO:	DRAZEN BRATIC
	1433 Bough Beeches Blvd
	Mississauga, ON L4W 3B4
	Personal Guarantor
AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY
	151 Yonge Street 4th Floor
	Toronto ON M5C 2W7
	T.1. (41C) 072 (441
	Tel: (416) 973-6441
	Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	DEPARTMENT OF JUSTICE CANADA
	Ontario Regional Office
	120 Adelaide Street West, Suite 400
	Toronto, ON M5H 1T1
	Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, P.O. Box 627 Oshawa, ON L1H 8H5  Email: insolvency.unit@ontario.ca  AND TO: HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5  PPSA Registrant  AND TO: BANK OF MONTREAL 5750 Explorer Drive, 3rd Floor Mississauga, ON L4W 0A9
Revenue Collections Branch – Insolvency Unit 33 King Street West, P.O. Box 627 Oshawa, ON L1H 8H5  Email: insolvency.unit@ontario.ca  AND TO: HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5  PPSA Registrant  AND TO: BANK OF MONTREAL 5750 Explorer Drive, 3rd Floor
33 King Street West, P.O. Box 627 Oshawa, ON L1H 8H5  Email: insolvency.unit@ontario.ca  AND TO: HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5  PPSA Registrant  AND TO: BANK OF MONTREAL 5750 Explorer Drive, 3rd Floor
Oshawa, ON L1H 8H5  Email: insolvency.unit@ontario.ca  AND TO: HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5  PPSA Registrant  AND TO: BANK OF MONTREAL 5750 Explorer Drive, 3rd Floor
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PPSA Registrant
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AND TO: PNC VENDOR FINANCE CORPORATION CANADA
2-4145 North Service Road
Burlington, ON L7L 6A3
PPSA Registrant
11571 Registrant
AND TO: DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
5046 Mainway, Unit 1 Burlington, ON L7L 5Z1
Burnington, ON L/L 3Z1
PPSA Registrant
11 STI REGISTRATIV
AND TO: MITSUBISHI HC CAPITAL CANADA LEASING, INC.
301-3390 South Service Rd.
Burlington, ON L7N3J5
PPSA Registrant
AND TO: TPINE LEASING CAPITAL CORPORATION
6050 Dixie Road
Mississauga, ON L5T 1A6
PPSA Registrant

AND TO:	PENSKE TRUCK LEASING CANADA INC. and LOCATIONS DE CAMIONS PENSKE CANADA INC.
	Rt 10 Green Hills, PO Box 791
	Reading, PA 19603
	United States
	PPSA Registrant
AND TO:	MERIDIAN ONECAP CREDIT CORP.
	Suite 1500, 4710 Kingsway
	Burnaby, BC V5H 4M2
	PPSA Registrant
AND TO:	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
	630 - 401 The West Mall
	Toronto, ON M9C 5J5
	PPSA Registrant
AND TO:	STOUGHTON TRAILERS CANADA CORPORATION
AND TO:	416 S. Academy Street
	Stoughton, WI 53589
	United States
	PPSA Registrant
AND TO:	TRANSPORT TRAILER SALES INC.
	8085 Esquesing Line
	Milton, ON L9T 9E3
	PPSA Registrant
AND TO:	ASA TRUCK REPAIRS INC.
THID IO.	1315 Shawson Drive, Unit B
	Mississauga, ON L4W 1C4
	PPSA Registrant
AND TO:	2268325 ONTARIO INC. O/A TORONTO TRUCK TIRE CENTRE
	225 Claireport Crescent
	Toronto, ON M9W 6P7
	PDCA D
	PPSA Registrant

AND TO:	VAULT CREDIT CORPORATION 41 Scarsdale Road, Suite 5 Toronto, ON M3B 2R2  PPSA Registrant
AND TO:	XTRA LEASE LLC 7911 Forsyth Blvd, Suite 600 St Louis, MO 63105 United States  PPSA Registrant

#### **EMAIL SERVICE LIST**

smitra@airdberlis.com; chorsten@airdberlis.com; kmoloney@airdberlis.com; mmanchanda@spergel.ca; draz@pentagonlogistics.ca; osbservice-bsfservice@ised-isde.gc.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca;

#### **ROYAL BANK OF CANADA**

#### - and - PENTAGON LOGISTICS INC.

Applicant Respondent

Court File No. CV-25-00747526-00CL

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

#### **Proceedings commenced at Toronto**

#### APPLICATION RECORD

#### AIRD & BERLIS LLP

Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

#### Sanjeev P. R. Mitra (LSO No. 37934U)

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#### Calvin Horsten (LSO No. 90418I)

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#### Kieran Moloney (LSO No. 92686W)

Tel: (416) 865-3422

Email: kmoloney@airdberlis.com

Lawyers for Royal Bank of Canada