ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

TYSON TRUCKING GROUP LTD., formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Respondents

APPLICATION UNDER 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

APPLICATION RECORD Volume 1 of 2

(Returnable August 26, 2025)

July 16, 2025

GOWLING WLG (CANADA) LLP

Suite 1600, 1 First Canadian Place 100 King Street West Toronto, ON M5X 1G5

Rachel Moses (LSO# 42081V) rachel.moses@ca.gowlingwlg.com Tel: 416-862-3630

Carol Liu (LSO# 84938G) carol.liu@ca.gowlingwlg.com Tel: 416-862-4300

Lawyers for the Applicant, Royal Bank of Canada

SERVICE LIST

TO:	TYSON TRUCKING GROUP LTD.
10.	
	33 Bachelor Street
	Brampton, ON L7A 5B1
	Attention: Gurjeet Bhullar and Harpreet Bajwa
	Email: gbhullar@tysongroup.ca; bajwa@tysongroup.ca
AND TO:	
	2592 Burslem Road
	Mississauga, ON
	Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini
	Email: gbhullar@tysongroup.ca; navjot@tysongroup.ca; bajwa@tysongroup.ca;
	saini@tysongroup.ca
AND TO:	TYSON INVESTMENT HOLDINGS
'"	33 Bachelor Street
	Brampton, ON L7A 5B1
	Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini
	Email: gbhullar@tysongroup.ca; navjot@tysongroup.ca; bajwa@tysongroup.ca;
	saini@tysongroup.ca
AND TO	OURDINIDED CAIN!!
AND TO:	
	3728 Gee Crescent
	Regina, SK S4V 3P1
	Email: saini@tysongroup.ca
AND TO:	GURJEET BHULLAR
	33 Bachelor Street
	Brampton, ON L7A 5B1
	Email: gbhullar@tysongroup.ca
AND TO:	HARPREET SINGH BAJWA
	118 Oak Avenue
	Paris, ON N3L 0J6
	Talls, ON NOE 000
	Email: bajwa@tysongroup.ca
	Email. <u>bajwa@tysorigroup.ca</u>
AND TO:	NAVJOT SINGH
AND IO:	
	179 Langlaw Drive
	Cambridge, ON N1P 1E8
	Email: navjot@tysongroup.ca

AND TO:	MSI SPERGEL INC. 200 Yorkland Blvd., Suite 1100 Toronto, ON M2J 5C1 Mukul Manchanda Email: mmanchanda@spergel.ca Proposed Receiver			
AND TO:	CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca			
AND TO:	HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa, ON L1H 8H5 Attention: Steven Groeneveld Tel: 905-440-2470 Email: steven.groeneveld@ontario.ca Senior Counsel, Ministry of Finance			
AND TO:	INSOLVENCY UNIT Province of Ontario Email: insolvency.unit@ontario.ca			
AND TO:	GOLDEN GOOSE INVESTMENT HOLDINGS INC. 2 Wasaga Road Brampton, ON L6X 0E4			
AND TO:	13164454 CANADA INC. 2 Wasaga Road Brampton, ON L6X 0E4			
AND TO:	VFS CANADA INC. 238 Wellington St. E., 3 rd Floor Aurora, ON L4G 1J5			
AND TO:	2582144 ONTARIO LTD. o/a SHINE AUTO BODY 1094 Westport Crescent Mississauga, ON L5T 1G1			

AND TO:			
	3610 – 181 Bay Street Toronto, ON M5J 2T3		
	Totolito, Oly 1933 213		
AND TO:			
	800 – 9900 King George Blvd.		
	Surrey, BC V3T 0K7		
AND TO:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
	PO Box 4086, Station A		
	Toronto, ON M5W 5K3		
AND TO:	RCAP LEASING INC.		
	5575 North Service Rd, Ste 300		
	Burlington, ON L7L 6M1		
	Email: rcap.collections@rcapleasing.com		
AND TO:	TPINE LEASING CAPITAL CORPORATION		
AND TO.	6050 Dixie Road		
	Mississauga, ON L5T 1A6		
	Email: credit@tpinecapital.com		
AND TO:			
	Suite 1500, 4710 Kingsway		
	Burnaby, BC V5H 4M2		
	Email: client.service@meridianonecap.ca		
AND TO			
AND TO:	CWB NATIONAL LEASING INC. 1525 Buffalo Place		
	Winnipeg, MB R3T 1L9		
	,		
	Email: <u>customerservice@cwbnationalleasing.com</u>		

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

TYSON TRUCKING GROUP LTD., formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, AND NAVJOT SINGH

Respondents

APPLICATION UNDER 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

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TAB 1

Court File No. CV-25-00003710-000

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:



ROYAL BANK OF CANADA

Applicant

and

TYSON TRUCKING GROUP LTD., formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, AND NAVJOT SINGH

Respondents

APPLICATION UNDER 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

NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing:

☐ In person ☐ By telephone conference ☐ By video conference (to be sent by Registrar)
at the following location:
7755 Hurontario Street, Brampton, ON L6W 4T1
on August 26, 2025 at 10:00 a.m.

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 10TH, 2025 Issued by Jonathan Chiodo Chiodo Date: 2025.07.10 16:20:37 -04'00' Local Registrar

Address of 7755 Hurontario Street court office: Brampton, ON L6W 4T1

- . . -

TO: TYSON TRUCKING GROUP LTD.

33 Bachelor Street Brampton, ON L7A 5B1

AND TO: 150 OAKWOOD STREET HOLDINGS INC.

2592 Burslem Road

Mississauga, ON L5A 2R6

AND TO: TYSON INVESTMENT HOLDINGS

33 Bachelor Street Brampton, ON L7A 5B1

AND TO: **GURBINDER SAINI**

3728 Gee Crescent Regina, SK S4V 3P1

AND TO: GURJEET BHULLAR

33 Bachelor Street Brampton, ON L7A 5B1

AND TO: HARPREET SINGH BAJWA

118 Oak Avenue Paris, ON N3L 0J6

AND TO: **NAVJOT SINGH**

179 Langlaw Drive

Cambridge, ON N1P 1E8

AND TO: MSI SPERGEL INC.

200 Yorkland Blvd., Suite 1100

Toronto, ON M2J 5C1

Mukul Manchanda

Email: mmanchanda@spergel.ca

Proposed Receiver

AND TO: GOLDEN GOOSE INVESTMENT HOLDINGS INC.

2 Wasaga Road

Brampton, ON L6X 0E4

AND TO: 13164454 CANADA INC.

2 Wasaga Road

Brampton, ON L6X 0E4

AND TO: CANADA REVENUE AGENCY

c/o Department of Justice Ontario Regional Office

120 Adelaide St. W., Suite 400

Toronto, ON M5H 1T1

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO: HIS MAJESTY THE KING IN RIGHT OF ONTARIO

as represented by the Ministry of Finance

Legal Services Branch 33 King Street, 6th Floor Oshawa, ON L1H 8H5

Attention: Steven GroeneveldSenior Counsel, Ministry of Finance

Tel: 905-440-2470

Email: steven.groeneveld@ontario.ca

AND TO: INSOLVENCY UNIT

Province of Ontario

Email: insolvency.unit@ontario.ca

APPLICATION

- 1. The Applicant, Royal Bank of Canada ("**RBC**"), makes an Application for an Order that:
 - (a) if necessary, abridging the time for service of this notice of application and application record or, in the alternative, dispensing with and/or validating service of same; and
 - (b) appointing msi Spergel Inc. ("Spergel"), on consent, as receiver of the assets, undertakings, and properties of the respondents, Tyson Trucking Group Ltd., formerly named Bhullar Jatt Transport Ltd. ("Tyson Trucking"), 150 Oakwood Street Holdings Inc. ("150 Oakwood Holdings"; together with Tyson Trucking, the "Borrowers" and singularly a "Borrower"), and Tyson Investment Holdings Inc. (the "Corporate Guarantor") (the "Borrowers" and "Corporate Guarantor" are collectively the "Debtors"), including the real property municipally known as 150 Oakwood Street, Ingersoll, Ontario and legally described in PIN 00148-0095 (LT) (the "Real Property"), pursuant to section 243 of the Bankruptcy and Insolvency Act, R.S.C. 1986, c. B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, RSO 1990 c. C.43, as amended (the "CJA");
 - (c) grants judgment, on consent, in favour of RBC against the Borrowers for the indebtedness owing to RBC;
 - (d) grants judgment, on consent, in favour of RBC against the Corporate Guarantor, Gurjeet Singh Bhullar ("Bhullar"), Harpreet Bajwa ("Bajwa"),

- u -

Gurbinder Saini ("Saini"), and Navjot Singh ("Singh"), in accordance with their respective guarantee and postponement of claim given for the debts, liabilities and obligations of the Borrowers;

- (e) grants pre-judgment interest in accordance with section 128 of the *Courts* of *Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (f) grants post-judgment interest in accordance with section 129 of the Courts of Justice Act;
- (g) grants the costs of this proceeding, plus all applicable taxes; and
- (h) grants such further and other relief as is just.
- 2. The grounds for the application are:
 - (a) Tyson Trucking is incorporated pursuant to the laws of Canada, with its registered head office located at 33 Bachelor Street, Brampton, Ontario;
 - (b) 150 Oakwood Holdings is incorporated pursuant to the laws of Ontario, with its registered head office located at 33 Bachelor Street, Brampton, Ontario.
 150 Oakwood Holdings is the registered owner of the Real Property;
 - (c) the Corporate Guarantor is incorporated pursuant to the laws of Canada, with its registered head office address at 33 Bachelor Street, Brampton, Ontario;
 - (d) the Corporate Guarantor guaranteed the debts, liabilities and obligations of the Borrowers;

- , -

- (e) According to the Corporation Profile Reports of the Debtors, Bhullar, Saini,Bajwa and Singh are the directors / officers of the Debtors, as applicable;
- (f) the Debtors, Bhullar, Saini, Bajwa and Singh are collectively referred to as the "Credit Parties";
- (g) the Borrowers are indebted to RBC in connection with certain credit facilities (the "Credit Facilities") made available pursuant to and under the terms of the Credit Agreements (as defined in the Affidavit of Philip O'Gorman) as applicable;
- (h) the Debtors provided security in favour of RBC, including, without limitation, the GSAs, the Lease Agreement and the Mortgage Security, each as applicable and each as defined in the Affidavit of Philip O'Gorman;
- the accounts of the Borrowers were transferred to RBC's Special Loans andAdvisory Services ("Special Loans") on or around September 19, 2024;
- on November 15, 2024, RBC issued payment demands together with Notices of Intention to Enforce Security pursuant to s. 244 of the BIA (the "Section 244 Notices");
- (k) thereafter, the Bank entered into a forbearance agreement with the Credit Parties on December 4, 2024 and a forbearance extension agreement dated March 24, 2025 which required all indebtedness to be repaid by May 16, 2025 (collectively the "Forbearance Agreement");

- U

- (I) The Credit Parties delivered to RBC executed Consents to Receivership and Judgment in accordance with the Forbearance Agreement;
- (m) The Forbearance Period expired on May 16, 2025 and the indebtedness was not repaid;
- (n) on June 2, 2025, RBC issued additional payment demands and Section 244
 Notices to the Credit Parties;
- (o) all of the payment demands and Section 244 Notices issued by RBC to date have expired;
- (p) the indebtedness owing to RBC as at June 27, 2025 is \$5,871,344.37 (plus professional fees, legal expenses and accruing interest, the "Indebtedness");
- (q) on July 3, 2025, RBC received a Notice of Intention to Dispose Pursuant to Section 63(4) of the PPSA dated July 3, 2025 issued by Meridian OneCap Credit Corp.;
- (r) to date, the Indebtedness remains outstanding;
- (s) at this stage, RBC considers the only reasonable and prudent path forward is to take any and all steps necessary to protect the Property and Real Property by having a receiver appointed, and it is within RBC's rights under its Security / Mortgage Security and the Consents to Receivership to do so;

- J

- (t) the appointment of a receiver is provided for in RBC's security and it is just and convenient that a receiver be appointed in the circumstances referred to herein. A receiver is necessary for the protection and monetization of the assets, undertakings and properties of the Debtors including the Real Property;
- (u) Spergel is a licensed insolvency trustee, and is familiar with the circumstances of the Debtors and their arrangements with RBC;
- (v) Spergel has consented to being appointed as the receiver;
- (w) the Borrowers are liable to RBC pursuant to the Credit Agreements;
- (x) the Guarantors are liable to RBC for the amounts owing pursuant to the Guarantees;
- (y) the other grounds as set out in the Affidavit of Philip O'Gorman, in support of the within application;
- (z) subsection 243(1) of the BIA;
- (aa) section 101 of the CJA;
- (bb) rules 1.04, 2.01, 2.03, 3.02, 16, 14 38 and 41 of the *Rules of Civil Procedure*,R.R.O. 1990, Reg. 194, as amended; and
- (cc) such further grounds as are required and this Court may permit.

- 10 -

- 3. The following documentary evidence will be used at the hearing of the application:
 - (a) the Affidavit of Philip O'Gorman;
 - the Consent to Receiver and Consent to Judgment signed by the respondents under the Forbearance Agreement, both appended to this Notice of Application;
 - (c) the Consent of Spergel to act as receiver; and
 - (d) such other material as is required and this Court may permit.

July 9, 2025

GOWLING WLG (CANADA) LLP

1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5

Rachel Moses (LSO# 42081V) rachel.moses@gowlingwlg.com
Tel: 416-862-3630

Carol Liu (LSO# 84938G) carol.liu@gowlingwlg.com Tel: 416-862-4300

Lawyers for the Applicant, Royal Bank of Canada

32

SCHEDULE "E" CONSENT TO JUDGMENT

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Defendants

CONSENT

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Schedule "A"**, being entered against them. The undersigned also certify that the Judgment being sought herein does not affect the rights of any person under disability.

DATED this 10 day of DEC , 2024.

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT

TRANSPORT LTD.

Name: GUNCET BH

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

I GULRINDER CAWI

32

SCHEDULE "E" CONSENT TO JUDGMENT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Defendants

CONSENT

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Schedule "A"**, being entered against them. The undersigned also certify that the Judgment being sought herein does not affect the rights of any person under disability.

DATED this |O| day of DEC , 2024.

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT

TRANSPORT LTD.

Name: Gulder Bhytak / Gulginder Sawi
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

4877-3480-3882, v. 4

150	OAKWOOD	STREET	HOLDINGS
INC			

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: Name: HALPREG

BAJWA Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

SINGH BHULLAR

REET BAJWA

GURBINDER SAIN!

NAVJOT SINGH

150 OAKWOOD STREET HOLDINGS

Name: Gufgwork SAWI
Title: Authorized Signing Officer

33

INC.

Per:

	I Have Authority to Bind the Corporation
	TYSON INVESTMENT HOLDINGS INC.
	Per:
Harpird Sign	GURJEET SINGH BHULLAR
WITNESS BAULUAR	Hoyle
GURJEET BHULLAR	HARPREET BAJWA
GURGET BHULLAR	GURBINDER SAINI
WITNESS	NAV.IOT SINGH

34

Schedule A

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE)		DAY, THE	DAY	
JUSTICE)	OF		2024	
BETWEEN:					

ROYAL BANK OF CANADA

Plaintiff

and

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOODSTREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Defendants

JUDGMENT

THIS MOTION, made by the plaintiff, the Royal Bank of Canada ("RBC"), without notice, for consent judgment against the defendants, Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport, 150 Oakwood Street Holdings Inc., Tyson Investment Holdings Inc., Gurjeet Singh Bhullar, Harpreet Bajwa, Gurbinder Saini, and Navjot Singh, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of motion, including an affidavit of verification, and the consent of the parties, filed,

- 1. **IT IS ORDERED AND ADJUDGED** that the defendant, Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., shall pay to the plaintiff, RBC, the sum of \$ in respect of its primary debts and in respect of its guarantee dated July 6, 2022 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.
- 2. **IT IS ORDERED AND ADJUDGED** that the defendant, 150 Oakwood Street Holdings Inc., pay to the plaintiff, RBC, the sum of \$\frac{1}{2}\$ in respect of its primary debts and in respect of its guarantee dated January 12, 2023 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.
- 3. **IT IS ORDERED AND ADJUDGED** that the defendant, Tyson Investment Holdings Inc., shall pay to the plaintiff, RBC, the sum of \$ in respect of its guarantees dated January 18, 2024 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.
- 4. **IT IS ORDERED AND ADJUDGED** that the defendant, Tyson Investment Holdings Inc., shall pay to the plaintiff, RBC, the sum of \$ in respect of its guarantees dated January 18, 2024 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.
- 5. IT IS ORDERED AND ADJUDGED that the defendant, Gurjeet Singh

Bhullar, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated January 12, 2023 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.

- 6. **IT IS ORDERED AND ADJUDGED** that the defendant, Gurjeet Singh Bhullar, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated July 6, 2022 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.
- 7. **IT IS ORDERED AND ADJUDGED** that the defendant, Harpreet Bajwa, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated January 12, 2023 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.
- 8. **IT IS ORDERED AND ADJUDGED** that the defendant, Harpreet Bajwa, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated July 6, 2022 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.
- 9. **IT IS ORDERED AND ADJUDGED** that the defendant, Gurbinder Saini, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated January 12, 2023 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.
- 10. IT IS ORDERED AND ADJUDGED that the defendant, Gurbinder Saini,

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shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated July 6, 2022 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.

- 11. **IT IS ORDERED AND ADJUDGED** that the defendant, Navjot Singh, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated January 12, 2022 in respect of the debts, liabilities and obligations of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd.
- 12. **IT IS ORDERED AND ADJUDGED** that the defendant, Navjot Singh, shall pay to the plaintiff, RBC, the sum of \$ in respect of his guarantee dated July 6, 2022 in respect of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc.
- 13. **IT IS ORDERED AND ADJUDGED** that the defendants, Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc., Tyson Investment Holdings Inc., Gurjeet Singh Bhullar, Harpreet Bajwa, Gurbinder Saini, and Navjot Singh, shall pay to the plaintiff, RBC, the sum of \$ in respect of costs incurred by the plaintiff, RBC, in respect of this motion.

THIS JUDGMENT BEARS INTEREST as follows:

(a) On the judgment debt of \$ as set out in above paragraph 1 payable by the defendant, Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., to RBC, at the highest rate of interest per annum that is

charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantee executed and delivered by Tyson Trucking and in favour of the Bank) from the date of judgment.

- (b) On the judgment debt of \$ as set out in above paragraph 2 payable by the defendant, 150 Oakwood, to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantee executed and delivered by 150 Oakwood and in favour of the Bank) from the date of judgment.
- (c) On the judgment debt of \$ as set out in above paragraphs 3 and 4 payable by the defendant, Tyson Investment Holdings Inc., to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantees executed and delivered by Tyson Investment Holdings Inc. and in favour of the Bank) from the date of judgment.
- (d) On the judgment debt of \$ as set out in above paragraphs 5 and 6 payable by the defendant, Gurjeet Singh Bhullar, to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantees executed and delivered by Gurjeet Singh Bhullar and in favour of the Bank) from the date of judgment.
- (e) On the judgment debt of \$ as set out in above paragraphs 7 and 8 payable by the defendant, Harpreet Bajwa, to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1

"Obligations Guaranteed" of the Guarantees executed and delivered by Harpreet Bajwa and in favour of the Bank) from the date of judgment.

- (f) On the judgment debt of \$ as set out in above paragraphs 9 and 10 payable by the defendant, Gurbinder Saini, to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantees executed and delivered by Gurbinder Saini and in favour of the Bank) from the date of judgment.
- (g) On the judgment debt of \$ as set out in above paragraphs 11 and 12 payable by the defendant, Navjot Singh, to RBC, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantees executed and delivered by Navjot Singh and in favour of the Bank) from the date of judgment.
- (h) On the costs of \$ as set out in above paragraph 13 payable by the defendants, Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc., Tyson Investment Holdings Inc., Gurjeet Singh Bhullar, Harpreet Bajwa, Gurbinder Saini, and Navjot Singh, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 "Obligations Guaranteed" of the Guarantees executed and delivered by each of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc., Tyson Investment Holdings Inc., Gurjeet Singh Bhullar, Harpreet Bajwa, Gurbinder Saini, and Navjot Singh and in favour of the Bank) from the date of

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	40		
judgment.			

SCHEDULE "F"

CONSENT TO RECEIVER

TO: Royal Bank of Canada (the "Lender")

AND TO: Its solicitors, Fogler, Rubinoff LLP

Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. (the "**Debtors**") hereby consent to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtors' assets, property and undertaking, including the real property municipally known as 150 Oakwood Street, Ingersoll, Ontario, and any and all of the Debtors' books and records (collectively, the "**Assets**"); and/or (ii) the immediate appointment by Court Order in substantially the form attached hereto as Schedule "A" of a receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this $\bigcirc O$ day of $\bigcirc EC$, 2024.

[signatures follow on the next page]

+ 2 -

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD.

Name: GURIGET SHULLAK

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

150 OAKWOOD STREET HOLDINGS INC.

Per:____

Name: GURBWPER SAW1
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Name: HARPREET BAJU

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

-2-

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD.

Name: GURSET KHULAK Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

150 OAKWOOD STREET HOLDINGS

INC.

Per:

Name: GURBWPFR SAW1
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per:_

Name: HARPREET BA) will Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

4877-3480-3882, v. 4

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Schedule "A"

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE)	WEEKDAY, THE #
JUSTICE):	DAY OF MONTH, 20YR

ROYAL BANK OF CANADA

Plaintiff

- and -

TYSON TRUCKING GROUP LTD. formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Defendants

ORDER (appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc. as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd, 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. (collectively, the "Debtors"), including the real property municipally known as 150 Oakwood Street, Ingersoll, Ontario [PIN 00148-0095 (LT)] acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the affidavit of [NAME] sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion 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] is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to businesses carried on by the Debtors, including the real property municipally known as 150 Oakwood Street, Ingersoll, Ontario [PIN 00148-0095 (LT)], and all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - 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 Debtors, 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 Debtors;
- (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;
- to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, 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 Debtors, 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,

 - (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,]¹ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

¹ 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

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

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.

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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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their 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 Debtors, 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 Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
- 7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

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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 DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, without written consent of the Receiver or leave of this Court.

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CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors 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 Debtors 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 Debtors 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 Debtors shall remain the employees of the Debtors 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

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employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, or the

Ontario Occupational Health and Safety Act and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, 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

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

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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

- 22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 23. **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.

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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 Certificates.

SERVICE AND NOTICE

- 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 http://www.ontariocourts.ca/scj/practice/practiceat directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.
- 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 30. **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.
- 31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.
- 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.

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Brampton	Superior	Court of J	Justice /	Cour :	supérieu	re de	justice

Court File No./N° du dossier du greffe : CV-25-00003710-0000

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4.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the day of, 20 (the "Order") made in an action having Court file numberCL, 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.

All sums payable in respect of principal and interest under this certificate are

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- 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
	[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

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ROYAL BANK OF CANADA

Applicant

TYSON TRUCKING GROUP LTD. et al. Respondents -andCV-25-00003710-000

Court File No.

SUPERIOR COURT OF JUSTICE ONTARIO

PROCEEDING COMMENCED AT BRAMPTON

NOTICE OF APPLICATION

GOWLING WLG (CANADA) LLP

Suite 1600, 1 First Canadian Place Toronto, ON M5X 1G5 100 King Street West

rachel.moses@gowlingwlg.com Rachel Moses (LSO# 42081V)

Tel: 416-862-3630

Carol Liu (LSO# 84938G) carol.liu@gowlingwlg.com

Tel: 416-862-4300

Lawyers for the Applicant, Royal Bank of Canada

TAB 2

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

TYSON TRUCKING GROUP LTD., formerly named BHULLAR JATT TRANSPORT LTD., 150 OAKWOOD STREET HOLDINGS INC., TYSON INVESTMENT HOLDINGS INC., GURJEET SINGH BHULLAR, HARPREET BAJWA, GURBINDER SAINI, and NAVJOT SINGH

Respondents

AFFIDAVIT OF PHILIP O'GORMAN (sworn July 9, 2025)

- I, PHILIP O'GORMAN, of the City of Mississauga, in the Province of Ontario,

 MAKE OATH AND SAY:
- 1. I am a Senior Manager, Special Loans and Advisory Services ("Special Loans") of Royal Bank of Canada ("RBC"). RBC is a creditor of the Respondents, Tyson Trucking Group Ltd., formerly named Bhullar Jatt Transport Ltd. ("Tyson Trucking") and 150 Oakwood Street Holdings Inc. ("150 Oakwood Holdings"; together with Tyson Trucking, the "Borrowers" and singularly a "Borrower"), and I am responsible for management of the Borrowers' accounts and credit facilities (the "Credit Facilities") with RBC. 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, in substance, an Order appointing msi Spergel Inc. ("Spergel") as receiver of the assets, undertakings and properties of the Borrowers and Tyson Investment Holdings Inc. (the "Corporate Guarantor") (the "Borrowers" and "Corporate Guarantor" are collectively the "Debtors") acquired for or used in relation to a business carried on by the Debtors and all proceeds thereof (collectively the "Property"), including, without limitation, the real property owned by 150 Oakwood Holdings municipally known as 150 Oakwood Street, Ingersoll, Ontario and legally described in PIN 00148-0095 (LT) (the "Real Property"), pursuant to Section 243 of the *Bankruptcy and Insolvency Act* (the "BIA") and Section 101 of the *Courts of Justice Act* (the "CJA").
- 3. On November 15, 2024, RBC issued payment demands together with Notices of Intention to Enforce Security pursuant to s. 244 of the BIA (the "Section 244 Notices").
- 4. Thereafter, the parties entered into a forbearance agreement made as of December 4, 2024 and a forbearance extension agreement dated March 24, 2025 which required all indebtedness to be repaid by May 16, 2025 (collectively the "Forbearance Agreement"). The Debtors, Gurjeet Singh Bhullar ("Bhullar"), Harpreet Bajwa ("Bajwa"), Gurbinder Saini ("Saini"), and Navjot Singh ("Singh") executed the Forbearance Agreement and are defined as the "Credit Parties".
- 5. The Credit Parties delivered to RBC executed Consents to Receivership and Judgment in accordance with the Forbearance Agreement.

- 6. The Credit Parties failed to repay the indebtedness on May 16, 2025.
- 7. On June 2, 2025, RBC issued additional payment demands to the Credit Parties, together with Section 244 Notices, as applicable.
- 8. To date, the indebtedness remains outstanding.

The Parties

- 9. Tyson Trucking is incorporated pursuant to the laws of Canada with its registered head office located at 33 Bachelor Street, Brampton, Ontario. Tyson Trucking was previously named "Bhullar Jatt Transport Ltd." from August 22, 2016 to December 7, 2021. A copy of the Corporation Profile Report for Tyson Trucking dated June 26, 2025 is attached as **Exhibit "A"**.
- 10. According to the Corporation Profile Report, Bhullar, Saini and Bajwa are the directors of Tyson Trucking.
- 11. 150 Oakwood Holdings is incorporated pursuant to the laws of the Province of Ontario. Its registered office is located at 33 Bachelor Street, Brampton, Ontario. 150 Oakwood Holdings is the registered owner of the Real Property. A copy of the Corporation Profile Report for 150 Oakwood Holdings dated June 26, 2025 is attached as **Exhibit "B"**.
- 12. According to the Corporation Profile Report, Bajwa, Bhullar, Saini and Singh are the directors and officers of 150 Oakwood Holdings.

- 13. The Corporate Guarantor is incorporated pursuant to the laws of Canada. Its registered office is located at 33 Bachelor Street, Brampton, Ontario. A copy of the Corporation Profile Report for the Corporate Guarantor dated June 26, 2025 is attached as **Exhibit "C"**.
- 14. According to the Corporation Profile Report, Bajwa, Bhullar, Saini and Singh are the directors and officers of the Corporate Guarantor.

Tyson Trucking Credit Agreements

- 15. Tyson Tucking is indebted to RBC in connection with certain Credit Facilities made available to it pursuant to and under the terms of the following credit agreements, copies of which are attached collectively as **Exhibit "D"** (the "**Tyson Trucking Credit Agreements**":
 - a) the credit facilities letter agreement dated January 18, 2024 (the "**Tyson Credit Agreement**") establishing a revolving demand facility in the amount of \$1,200,000;
 - b) the Visa agreement dated September 1, 2016 (the "Visa Agreement") establishing a Visa facility to a maximum amount of \$233,000;
 - c) the master lease agreement dated August 3, 2022, together with Leasing Schedule No. 201000069134 dated August 3, 2022, Leasing Schedule No. 201000069136 dated July 29, 2022, Leasing Schedule No. 201000071779 dated January 16, 2023, and Leasing Schedule No. 201000072592 dated February 21, 2023 (collectively, the "Lease Agreement") establishing lease facilities;

- d) three conditional sales contracts dated July 29, 2022, January 16, 2023, and February 21, 2023 (collectively the "Auto Loan Agreements"), establishing an auto finance term facility ("Auto Loan"); and
- e) the Lease Contract #581081 79789 dated September 12, 2023 ("**RCAP Lease**") establishing a RCAP lease facility.
- 16. The demand facility, the Visa facility, the lease facilities, the Auto Loan and the RCAP lease facility are hereinafter collectively referred to as the "Tyson Trucking Facilities".
- 17. Pursuant to subsection (a) of the General Covenants of the Tyson Credit Agreement, Tyson Trucking agreed to pay all sums of money when due. Failure to do so constitutes an event of default under the Tyson Credit Agreement.
- 18. Further, pursuant to the Events of Default section of the Tyson Credit Agreement, any default by the Borrower in the payment of any other indebtedness, whether owing to RBC or to another lender, constitutes an event of default.
- 19. Further, pursuant to the Events of Default section of the Tyson Credit Agreement, RBC is entitled to make demand for immediate repayment in full of any amounts outstanding under the Tyson Trucking Facilities, together with outstanding accrued interest, upon Tyson Trucking's failure to pay all sums of money when due under the Tyson Trucking Facilities and failure to pay or make provision for payment of all material taxes, both being events of default.

- 20. Pursuant to the Fees, Costs and Expenses section of the Tyson Trucking Credit Agreement, Tyson Trucking agreed to pay RBC all fees (including legal fees), costs and expenses incurred by RBC in connection with the administration, operation, termination, enforcement or protection of RBC's rights in connection with the Tyson Trucking Credit Agreement and the Security (as defined therein).
- 21. Pursuant to section 33 of the Visa Agreement, RBC may terminate the Visa Agreement at any time by giving written notice of termination to Tyson Trucking.
- 22. Pursuant to section 33(c) of the Visa Agreement, upon termination of the Visa Facility by RBC, all amounts owing under the Visa Facility must be paid by Tyson Trucking at once. Interest continues to accrue on the outstanding balance of the Visa Facility at the rate of 19.99% per annum.
- 23. Pursuant to section 11 of the Auto Loan Agreements, failures by Tyson Trucking to (i) pay any amount payable under the Auto Loan Agreements when due and (ii) perform any obligation it may have under any other agreement with RBC, constitute events of default.
- 24. Pursuant to section 13 of the RCAP Lease, failure by Tyson Trucking to pay any rent or other amount therein provided within five (5) days after it is due and payable constitutes an event of default.

150 Oakwood Holdings Credit Agreement

25. Pursuant to a credit facilities agreement dated January 18, 2024 and accepted by 150 Oakwood Holdings on January 18, 2024 (the **"150 Oakwood Credit Agreement"**),

RBC extended a non-revolving term facility in the principal amount of \$3,435,338.97 (the "Mortgage Loan"). A copy of the 150 Oakwood Credit Agreement is attached as Exhibit "E".

- 26. Pursuant to subsection (a) of the General Covenants of the 150 Oakwood Credit Agreement, 150 Oakwood Holdings agreed to pay all sums of money when due. Failure to do so constitutes an Event of Default under the 150 Oakwood Credit Agreement.
- 27. Further, pursuant to the Events of Default section of the 150 Oakwood Credit Agreement, RBC is entitled to make demand for immediate repayment in full of any amounts outstanding under the Mortgage Loan, together with outstanding accrued interest upon 150 Oakwood Holdings' failure to pay all sums of money when due under the Mortgage Loan which is an event of default.
- 28. Pursuant to the Expenses, Etc. section of the 150 Oakwood Credit Agreement, 150 Oakwood Holdings agreed to pay RBC all fees (including legal fees), costs and expenses incurred by RBC in connection with the operation, enforcement or termination of the 150 Oakwood Credit Agreement and the Security (as defined therein).

Security and Guarantees

29. As security for its debts, liabilities and obligations to RBC, Tyson Trucking granted a general security agreement on the Bank's form 924 dated December 10, 2024 ("Tyson Trucking GSA"), registration in respect of which was duly made pursuant to the Personal Property Security Act (Ontario) (the "PPSA"). Previously, Tyson Trucking executed and delivered to RBC a general security agreement under its former corporate name "Bhullar

Jatt Transport Ltd." dated June 4, 2021 ("Bhullar Jatt GSA"). Copies of the Tyson Trucking GSA and the Bhullar Jatt GSA are attached as Exhibit "F".

- 30. As security for its debts, liabilities and obligations to RBC, 150 Oakwood Holdings granted RBC a general security agreement on the Bank's form 924 signed by 150 Oakwood Holdings on July 6, 2022 ("150 Oakwood GSA"), registration in respect of which was duly made pursuant to the PPSA. A copy of the 150 Oakwood GSA is attached as Exhibit "G".
- 31. To secure its obligations to RBC, the Corporate Guarantor also provided security to RBC, including, without limitation, the general security agreement dated January 18, 2024 (the "Corporate Guarantor GSA"), registration in respect of which was made under the PPSA. A copy of the Corporate Guarantor GSA is attached as Exhibit "H".
- 32. The Tyson Trucking GSA, the 150 Oakwood GSA and the Corporate Guarantor GSA are on substantially the same form and are collectively referred to as the "GSA".
- 33. Subsection 11(a) of the GSA provides that, the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor (as defined therein) to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between the Debtor (as defined therein) and RBC constitutes an Event of Default under the GSAs.
- 34. Subsection 13(a) of the GSA expressly entitles RBC to appoint a receiver upon default.

- 35. In support of, and as further security for the Credit Facilities, 150 Oakwood Holdings granted a Charge/Mortgage to RBC registered as Instrument No. CO266537 on July 12, 2022 in connection with the Real Property, including RBC Standard Charge Terms 20015. 150 Oakwood Holdings also granted an Assignment of Rents registered as Instrument No. CO266538 on July 12, 2022 in connection with the Real Property. Copies of the Charge/Mortgage, RBC Standard Charge Terms 20015 and Assignment of Rents (collectively the "Mortgage Security") are attached as Exhibit "I".
- 36. By written guarantees and postponements of claim on the Bank's standard form 812, the respondents each guaranteed the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Tyson Trucking to RBC, as follows:
 - a) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed
 by 150 Oakwood Holdings dated January 12, 2023, supported by the 150
 Oakwood GSA and the Mortgage Security;
 - b) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by the Corporate Guarantor dated January 18, 2024, supported by the Corporate Guarantor GSA;
 - c) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Bajwa dated January 12, 2023;
 - d) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Bhullar dated January 12, 2023;

- e) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Saini dated January 12, 2023;
- f) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Singh dated January 12, 2022.

(collectively the "Guarantees for Tyson Trucking")

Copies of the Guarantees for Tyson Trucking are attached as Exhibit "J".

- 37. By written guarantees and postponements of claim on the Bank's standard form 812, the respondents each guaranteed the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 150 Oakwood Holdings to RBC, as follows:
 - a) a guarantee and postponement of claim in the amount of \$3,575,000.00 signed by Tyson Trucking dated July 6, 2022, supported by the Tyson Trucking GSA;
 - b) a guarantee and postponement of claim in the amount of \$3,575,000.00 signed by the Corporate Guarantor dated January 18, 2024, supported by the Corporate Guarantor GSA (defined below);
 - c) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Bajwa dated July 6, 2022;
 - d) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Bhullar dated July 6, 2022;

- e) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Saini dated July 6, 2022;
- f) a guarantee and postponement of claim in the amount of \$4,380,000.00 signed by Singh dated July 6, 2022.

(collectively the "Guarantees for 150 Oakwood Holdings")

Copies of the Guarantees for 150 Oakwood Holdings are attached as Exhibit "K".

- 38. The Guarantees for Tyson Trucking and the Guarantees for 150 Oakwood Holdings are on substantially the same form and are collectively referred to as the "Guarantees".
- 39. The Guarantees provide that:
 - a) the guarantors guarantee payment of any and all present and future debts and liabilities owing to RBC by the Borrower;
 - b) the Guarantees are continuing, and all accounts guarantee and cover all liabilities and shall apply to secure any ultimate balance due, or remaining unpaid by the Borrower to RBC;
 - c) the guarantors' liabilities to make payment to RBC arises immediately upon receiving written demands for payment from RBC;
 - d) demands for payment are effectively made on the guarantors by sending them envelopes containing demands addressed to their places of address last known to RBC;

- 12 -

e) once demand has been made, the guarantors are liable to RBC for interest on the

amount demanded at a rate of 5.00% per annum above RBC's prime interest rate,

from and including the date of demand until payment;

f) the guarantors are liable to RBC for all legal fees and costs that RBC incurs on a

complete indemnity scale from and including the date of demand; and

g) RBC is not bound to exhaust recourse against the Borrowers, or other persons or

security, before being entitled to payment from the guarantors.

Secured Creditors

40. Attached as Exhibit "L" are copies of the PPSA search results for the Debtors

with currency to June 25, 2025, indicating:

a) Tyson Trucking: 38 registrations

b) 150 Oakwood: RBC as the only registrant

c) Corporate Guarantor: RBC as the only registrant

41. The parcel register for the Real Property, as at June 26, 2025, indicates RBC as

the first mortgagee and Golden Goose Investment Holdings Inc. / 13164454 Canada Inc.

as the second mortgagees.

42. A realty tax certificate for the Real Property, effective May 23, 2025, indicates no

tax arrears. Attached as Exhibit "M" are copies of the parcel register, the realty tax

certificate in connection with the Real Property, and copies of Instruments No. CO266539

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and CO303649 registered in favour of Golden Goose Investment Holdings Inc. / 13164454 Canada Inc. as the second mortgagees.

Defaults, Demands and Forbearance

- 43. In September, 2024, the accounts of the Borrowers were transferred to Special Loans. Copies of the email sent by Paula Mantilla, Senior Commercial Relationship Manager of RBC, to the Borrowers on September 19, 2024 and a copy of the transition letter advising Tyson Trucking of the transfer to Special Loans are attached as **Exhibit** "N".
- 44. On September 24, 2024, I met with the Credit Parties to discuss RBC's concerns. During the meeting, I requested various financial reporting information which is summarized in my email to the Credit Parties sent on September 25, 2024. A copy of my email sent September 25, 2024 is attached as **Exhibit "O"**.
- 45. By way of formal written demand letters sent on November 15, 2024, RBC made demand on the Credit Parties in connection with the indebtedness owing under the demand facility and the Visa facility together with Section 244 Notices (collectively the "First Demands and Notices"). Copies of the First Demands and Notices are attached as Exhibit "P".
- 46. The First Demands and Notices expired on November 25, 2024 without repayment.

- 47. Attached as **Exhibit "Q"** are copies of emails exchanges between RBC's lawyers and Mr. Muhammad Sahi of Dawood's Law Office, counsel to the Credit Parties at that time, from December 4, 2024 to December 11, 2024.
- 48. As indicated earlier, RBC and the Credit Parties entered into the Forbearance Agreement.
- 49. Under the Forbearance Agreement, the Credit Parties executed and delivered to RBC Consents to Receivership and Judgment. A copy of the Forbearance Agreement (including the forbearance extension agreement) is attached as **Exhibit "R"**.
- 50. The initial forbearance period ended on February 14, 2025 and was extended to May 16, 2025 under the forbearance extension agreement.
- 51. The indebtedness was not repaid.
- 52. By way of formal written demand letters sent on June 2, 2025, RBC made demand on the Credit Parties in connection with the indebtedness owing under (i) the lease facilities, the Auto Loan and the RCAP lease facilities and (ii) the Mortgage Loan together with Section 244 Notices, as applicable (collectively the "Second Demands and Notices"). Copies of the Second Demands and Notices are attached as Exhibit "S".
- 53. As of today, in addition to the failure to repay all indebtedness by May 16, 2025, Tyson Trucking is in monetary default under the lease facilities as follows:
 - a) Lease Facility No. 20100072592: arrears of \$24,783.42 for monthly payments due on April 21, 2025 and June 21, 2025; and

- b) Lease Facility No. 20100071779: arrears of \$5,633.38 for the monthly payment due on June 25, 2025.
- 54. Following the expiry of the Forbearance Period on May 16, 2025, numerous communications were exchanged between RBC's lawyers and the Credit Parties' lawyer, Mr. Mark Simon, regarding (i) RBC's intention to enforce the signed Consents to Receivership and Judgment and (ii) potential refinancing transactions. Copies of email communications between RBC's lawyers and Mr. Simon from May 21, 2025 to June 25, 2025 are attached as **Exhibit "T"**.
- 55. On July 3, 2025, RBC received a Notice of Intention to Dispose Pursuant to Section 63(4) of the PPSA dated July 3, 2025 issued by Meridian OneCap Credit Corp. A copy of the email communication is attached as **Exhibit "U".**
- 56. On July 8, 2025, the Mortgage Loan matured without repayment.
- 57. As of the time of swearing this Affidavit, an indebtedness amount of over \$5.8 million remains owing to RBC.
- 58. Based on all the foregoing, RBC has lost confidence in the Debtors' management to honour the Debtors' commitments, including, without limitation, by making the necessary arrangements to repay RBC.
- 59. At this stage, RBC considers the only reasonable and prudent path forward is to take any and all steps necessary to protect the Property and Real Property by having a receiver appointed, and it is within RBC's rights under its Security / Mortgage Security and the Consents to Receivership to do so.

60. As of June 27, 2025, the amounts owing by the Borrowers as primary debtors, excluding legal and professional fees, are as follows:

Tyson Trucking as primary debtor		
Demand Facility	\$1,232,480.20	
(comprising principal in the amount of \$1,232,230.70 and interest in the amount of \$249.50; per diem interest is in the amount of \$249.50)		
Auto Loan	\$99,313.39	
(comprising principal in the amount of \$99,104.70 and interest in the amount of \$208.69; per diem interest is in the amount of \$14.91)		
Lease Facility No. 20100069134	\$32,891.79	
Lease Facility No. 20100069136	\$42,784.02	
Lease Facility No. 20100071779	\$185,901.54	
Lease Facility No. 20100072592	\$421,318.10	
RCAP Lease	\$253,127.43	
(comprising principal in the amount of \$196,972.51, interest in the amount of \$30,548.49 and HST in the amount of \$25,606.43)		
Visa Facility (account ending in 307)	\$126,329.62	
Visa Facility (account ending in 135)	\$113,674.02	
SUB-TOTAL	\$2,507,820.11	
150 Oakwood Holdings as primary debtor		
Mortgage Loan	\$3,319,191.39	
(comprising principal in the amount of \$3,289,544.93 and interest in the amount of		

\$29,646.46; per diem interest is in the amount of \$581.30)	
GRAND TOTAL	\$5,871,344.37

- 61. As of early July, 2025, RBC has incurred approximately \$22,355.18 for legal fees of Fogler, Rubinoff LLP, approximately \$11,029.25 for legal fees incurred by Gowling WLG (Canada) LLP, and approximately \$21,070.30 plus applicable taxes for professional consultant fees incurred by Spergel.
- 62. The guarantors are liable to RBC for the indebtedness owing in accordance with the Consents to Judgment under the guarantees delivered to RBC.

Appointment of Receiver

- 63. Section 13(a) "Remedies" of the GSA expressly entitles RBC to appoint a receiver upon default by the Debtors.
- 64. Pursuant to the Consent to Receivership signed on December 10, 2024, RBC is expressly entitled to appoint a receiver upon default by the Debtors.
- 65. RBC has provided the Credit Parties with more than sufficient time to repay the indebtedness.
- 66. RBC is entitled to take any and all steps necessary to enforce its security and realize on same.
- 67. RBC considers it reasonable and prudent for it to begin enforcement of its security in an effort to recover the outstanding indebtedness.

- 68. Spergel proposes that Spergel be appointed as the Receiver of the Property and the Real Property. Spergel is a licensed insolvency trustee, and is familiar with the circumstances of the Debtors and their arrangements with RBC. Spergel has consented to act as receiver should the Court so appoint it, as set out in Notice of Application.
- 69. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

Sworn by Philip O'Gorman of the City of Mississauga, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Philip O'Gorman

PHILIP O'GORMAN

This is Exhibit "A" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Gouvernement Government of Canada du Canada

Canada.ca → Innovation, Science and Economic Development Canada → Corporations Canada

→ Search for a Federal Corporation

⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.

1 This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Return to search results

Q Start a new search

Overview

Corporate name:

TYSON TRUCKING GROUP LTD.

Status:

Active

Corporation number:

987814-9

Business number (BN):

754736528RC0001

Governing legislation:

Canada Business Corporations Act - 2016-08-22

Find existing extra-provincial registrations of this corporation on Canada's Business registries



▶ Order copies of corporate documents and certificates

Registered office address •

33 Bachelor Street Brampton ON L7A 5B1

<u>Update registered office address</u>

Directors 6

Minimum: 1 Maximum: 10

Update directors

Gurjeet Singh Bhullar 33 Bachelor Street Brampton ON L7A 5B1 Canada

Gurbinder Saini 3728 Gee Crescent Regina SK S4V 3P1 Canada

HARPREET BAJWA 118 OAK AVE PARIS ON N3L 0J6 Canada

Individuals with significant control 6

Last updated(YYYY-MM-DD): 2024-11-22

<u>Update Individuals with significant control</u>



Current individuals with significant control: 1

Gurjeet Singh Bhullar

33 Bachelor St Brampton ON L7A 5B1 Canada

Type of interest or control:

Owns, controls or directs 25% or more of shares

This individual holds the shares:

Directly

This individual is an individual with significant control over the corporation:

Individually

This individual holds:

At least 25% and up to 50% of the shares

Start date (YYYY-MM-DD):

2016-08-22

Annual filings 6

Anniversary date (MM-DD): 1

08-22

Date of last annual meeting:

2023-12-31

Annual filing period (MM-DD):

08-22 to 10-21

Type of corporation:

Non-distributing corporation with 50 or fewer shareholders

Status of annual filings:

File an annual return



- 2025 Not due
- 2024 Filed
- 2023 Filed

Corporate history

Corporate name history

Bhullar Jatt Transport Ltd.	2016-08-22 to 2021-12-07	
TYSON TRUCKING	2021-12-07 to	
GROUP LTD.	Present	

Certificates and filings

Certificate of	2016-
Incorporation	08-22

Certificate of Amendment	2017- 08-30	Amendment details: Province or Territory of Registered Office
Certificate of Amendment	2019- 01-08	Amendment details: Province or Territory of Registered Office
Certificate of Amendment	2021- 12-07	Amendment details: Corporate name
Certificate of Amendment	2022- 09-22	Amendment details: Province or Territory of Registered Office

1 Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, contact Corporations Canada.

Date Modified:

2025-06-17

This is Exhibit "B" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Ministry of Public and Business Service Delivery

Profile Report

150 OAKWOOD STREET HOLDINGS INC. as of June 26, 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
150 OAKWOOD STREET HOLDINGS INC.
1000213481
Canada - Ontario
Active
May 25, 2022
33 Bachelor St, Brampton, Ontario, L7A 5B1, 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 1 10

Active Director(s)

Name Address for Service Resident Canadian Date Began

Name Address for Service Resident Canadian Date Began

Name Address for Service Resident Canadian Date Began

Name Address for Service Resident Canadian Date Began HARPREET BAJWA

118 Oak Ave, Paris, Ontario, N3L 0J6, Canada

No

July 12, 2022

GURJEET BHULLAR

33 Bachelor St, Brampton, Ontario, L7A 5B1, Canada

Yes

July 12, 2022

GURBINDER SAINI

3728 Gee Cres., Regina, Saskatchewan, S4V 3P1, Canada

Yes

July 12, 2022

NAVJOT SINGH

179 Langlaw Drive, Cambridge, Ontario, N1P 1E8, Canada

Yes

July 12, 2022

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

V. Quintarilla W

Director/Registrar

Transaction Number: APP-A10825891029 Report Generated on June 26, 2025, 10:59

Active Officer(s)

Name Position

Address for Service

Date Began

HARPREET BAJWA

Treasurer

118 Oak Ave, Paris, Ontario, N3L 0J6, Canada

July 12, 2022

GURJEET BHULLAR

President

33 Bachelor St, Brampton, Ontario, L7A 5B1, Canada

July 12, 2022

GURBINDER SAINI

Vice-President

3728 Gee Cres., Regina, Saskatchewan, S4V 3P1, Canada

July 12, 2022

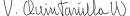
NAVJOT SINGH

Secretary

179 Langlaw Drive, Cambridge, Ontario, N1P 1E8, Canada

July 12, 2022

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



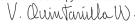
Director/Registrar

Transaction Number: APP-A10825891029 Report Generated on June 26, 2025, 10:59

Corporate Name History

Name Effective Date 150 OAKWOOD STREET HOLDINGS INC. May 25, 2022

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

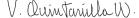


Director/Registrar

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	Effective Date
CIA - Notice of Change PAF: Gurjeet BHULLAR	July 12, 2022
CIA - Initial Return PAF: Gurvinder VIRK	May 25, 2022
BCA - Articles of Incorporation	May 25, 2022

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.



Director/Registrar

This is Exhibit "C" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Government of Canada

Gouvernement du Canada

Canada.ca → Innovation, Science and Economic Development Canada → Corporations Canada

- → Search for a Federal Corporation
 - ⚠ Beware of scams and other suspicious activities. See Corporations Canada's alerts.
 - 1 This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Return to search results

Q Start a new search

Overview

Corporate name:

TYSON INVESTMENT HOLDINGS INC.

Status:

Active

Annual filings overdue 1

Corporation number:

1403900-9

Business number (BN):

725816409RC0001

Governing legislation:

Canada Business Corporations Act - 2022-05-13

Find existing extra-provincial registrations of this corporation on Canada's Business registries



Order copies of corporate documents and certificates

Registered office address 6

33

Bachelor St

Brampton ON L7A 5B1

Canada

<u>Update registered office address</u>



Directors 6

Minimum: 1 Maximum: 10

Update directors

Gurbinder Saini

3728

Gee Crescent

Regina SK S4V 3P1

Canada

Navjot Singh

179

Langlaw Dr

Cambridge ON N1P 1E8

Canada

Harpreet Bajwa

118

Oak Avenue

Paris ON N3L 0J6

Canada

Gurjeet Bhullar

4228

Jasmin PI E

Regina SK S4V 3X3

Canada

Individuals with significant control 6

Last updated(YYYY-MM-DD):

No information has been filed.

Update Individuals with significant control



Annual filings 6

Anniversary date (MM-DD): 1

05-13

Date of last annual meeting:

Not available

Annual filing period (MM-DD):

05-13 to 07-12

Type of corporation:

Non-distributing corporation with 50 or fewer shareholders

Status of annual filings:

File an annual return 🔒



- 2025 Due to be filed
- 2024 Overdue
- 2023 Filed

Corporate history

Corporate name history

TYSON INVESTMENT 2022-05-13 to HOLDINGS INC. Present

Certificates and filings

Certificate of 2022-05-13 Incorporation

Date Modified:

2025-06-17

This is Exhibit "D" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Royal Bank of Canada Commercial Financial Services 21 King St W- Suite 200 Hamilton, ON L6P 4W7

January 18, 2024

Private and Confidential

TYSON TRUCKING GROUP LTD. 33 Bachelor St Brampton, ON L7A 5B1

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 January 10, 2023 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 ansing 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: Tyson Trucking Group Ltd. (the "Borrower")

CREDIT FACILITIES

Facility #1: \$1,200,000.00 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 + 2.50%

AVAILABILITY

The Borrower may borrow, repay and reportow 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.

REPAYMENT

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

Registered Trademark of Royal Bank of Cantella.

GENERAL ACCOUNT

The Borrower shall establish a current account with the Bank (the "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 the 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 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 under this facility:

c) if such position is a credit balance, where this facility is indicated to be Borrower revolved, the Bank will apply repayments on such facility only if so advised and directed by the Borrower.

Facility #2: \$3,000,000,0 revolving lease line of dredit 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.

AVAILABILITY

The Borrower may borrow, 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 availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

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 \$233,000.00 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: \$1,250.00 Management Fee: \$500.00

SECURITY

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

- a) 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.
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,380,000,00 signed by Harpreet Bajwa

- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,380,000.00 signed by Gurjeet Bhullar.
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,380,000.00 signed by 150 Oakwood Street Holdings Inc., supported by:
 - a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 150 Oakwood Street Holdings Inc.
 - a collateral mortgage in the amount of \$5,700,000,000 constituting a first fixed charge on the lands and improvements located at 150 Oakwood St., Ingersoll, ON.
 - assignment of rents on the Bank's form 760 signed by 150 Oakwood Street Holdings Inc. constituting a first ranking assignment of all rents arising from the lands and improvements located at 150 Oakwood St., Ingersoll, ON:
- E) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,380,000,00 signed by Tyson Investment Holdings Inc.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,380,000.00 signed by Navjot Singh.
- g) Guarantee and postponement of claim on the Bank's form B12 in the amount of \$4.380,000.00 signed by Gurbinder Saini.
- Postponement and assignment of claim on the Bank's form 918 signed by Gurjeet Bhullar.
- Postponement and assignment of claim on the Bank's form 918 signed by Navjot Singh;
-)) Postponement and assignment of claim on the Bank's form 915 signed by Gurbinder Saini;
- k) Postponement and assignment of claim on the Bank's form 918 signed by Harpreet Bajwa.

FINANCIAL COVENANTS

In the event that the Borrower, 150 Oakwood Street Holdings Inc., or Tyson Investment Holdings Inc. 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 on a combined basis for the Borrower 150 Dakwood Street Holdings Inc. and Tyson Investment Holdings Inc., to be measured as at the end of each fiscal year.
 - Fixed Charge Coverage, of not less than 1.15:1

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- annual aged list of accounts receivable, aged list of accounts payable, listing of Potential Prior-Ranking Claims, and list of lienable accounts payable including monies due to ownersoperators, subcontractors, contract carners and all parties protected by deemed trust legislation for the Borrower, within 90 days of each fiscal year and:
- b) quarterly company prepared financial statements for the Borrower, within 45 days of each fiscal quarter end.
- annual Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 90 days of each fiscal year and, cartifying compliance with this Agreement including the financial covenants set forth in the Agreement;

Page 3 of 7

- annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- annual compilation engagement combined financial statements for the Borrower. 150
 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. within 90 days of each
 fiscal year end;
- annual compilation engagement financial statements for 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc., within 90 days of each fiscal year end;
- annual equipment and financing listing including, year, vehicle make, model VIN # 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.
- annual chartered accountant confirmation of unfunded capital expenditure for the fiscal year aupported by the applicable calculations, within 90 days of each fiscal year end
- blennial personal statement of affairs for all Guarantors, who are individuals, within 90 days
 of the end of every second fiscal year of the Borrower, commencing with the fincal year
 ending in 2025;
- such other financial and operating statements and reports as and when the Bank may reasonably require.

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.
- b) 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.

- all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- 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

Page 4 of 7

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 dustanding 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 53480 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE

This Agreement is open for acceptance until February 17, 2024, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

THE . T. P.

Title: Vice President

RBC Contact: Paula Mantilla

/pa

	1 /
ryson trucking group LTD.	1 town
	460
Name: GURJEET BHULLAK Title: DIRECTOR.	GURBINDER SAINI DIRECTOR.
as Not	Turk -
Name: NAUTET SINGH-	HARNEET SINGH BASIN
Tale DIRECTOR.	1 C HUKEREET START 1313
We have the authority to bind the Borrower	DILECTOR
As Guarantor, we acknowledge and confirm our ag	greement with the terms and conditions of this
Agreement on this 18 day of January	
150 OAKWOOD STREET HOLDINGS INC.	1 /2-
Phillor	
Name GURTEET BAULLAR	GURBINDER SAIDT
Title: DIRECTOR.	GURBINDER SAIDT DIRECTOR
Harris	1 h h -
Name NAUJOT SINGH	region
Title DIRECTOR.	HALLARET CHARM BASWA
	DIRECTOR
/We have the authority to bind the Guarantor	THECTOR
As Guarantor, we acknowledge and confirm our ag	
Agreement on this 18 day of January	2034
TYSON INVESTMENT HOLDINGS INC	1 /2
TYSON INVESTMENT HOLDINGS INC.	1 de
Per	CONTRACTOR CANN
Name GURJEET BAUWAR.	GURBINDER SAINT DIRECTOR
With the same of t	
Pet: York	- Hell
Name NAVJOT SINGN	111000000000000000000000000000000000000
Title: DIRECTOR.	HALPREET SINGH RAJUA
We have the authority to bind the Guaranton	DILLE CTOA
As Guarantor, I acknowledge and confign my agre	sement with the terms and conditions of this
Agreement on this #8 day of January	
	1,40
May 5	DAY /
E. C.	HABEREET BAJWA
Witness	
Witness As Guarantor, Lacknowledge and confining by agree	eament with the terms and conditions of this
Witness	

As Guarantor, I acknowledge a Agreement on this da	and confirm my agreement with the terms an	d conditions of this
fix	Hat:	
Withess	NAVJOT SINGH	
As Guarantor, I acknowledge a	and confirm my agreement with the terms and you 2024.	d conditions of this
Witness	GURBINDER SAMT	

lattachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
 Additional Borrowing Conditions

- Compliance 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. 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 Boirower 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, 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 majurity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Barrowings made available to the Barrower 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 Barrowings, 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 indebledness 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;

d) 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.

g) 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 perits 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 prome to flood and/or earthquake will insure and keep fully insured such buildings against such perits;

 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 of 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 lime 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

b) 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, terministion, 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 penod to penod. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate, including, without limitation, the application of accounting 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 anforceability 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 pulling 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 lowards 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 Guerantor 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
- 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 expressement demande 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:

- a) 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;
- 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

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(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.

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 RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Bank.
- "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, 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;
- "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 axes, Corporate Distributions 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 and payments under operating leases.

"Funded Debt" means, at any time for the fiscal period then ended, all obligations to: 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:

"Guarantor" means any Person who has guaranteed the obligations of the Sorrower 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 guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"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.

"Majurity 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 taw 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
- 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 52000 and 53000, issued by RBC Life Insurance Company 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:

"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 Bass 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.

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

"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

The Borrower shall pay interest on each RBP 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 bally 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.

Schedule "G"

COMPLIANCE CERTIFICATE

L.	representing the Borrower hereby certify as of							
fisa	cal year ending							
1.	I am familiar with and have examined the provisions of the Agreement dated January 18, 2024 and any amendments thereto, between Tyson Trucking Group Ltd., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.							
2.	The representations and warranties contained in the Agreement are true and correct.							
3.	No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.							
4	The ratio of Fixed Charge Coverage is1 being not less than the minimum required ratio of 1.15:1							
5	The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.							
Da	ated this 18 day of January 2024							
Pe	Eller 100							
Na	ame: Knurteet BHULLAR							
Tit	DIRECTOR.							
Pe	Mass "							
Na	ame: NAWJOT SINGH							
Tr	No. Director							

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.

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 email 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 lilegal, 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 repurrence.
- 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 rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted to the Bank by an individual permitted to act on behalf of and submitted to the Bank by an individual permitted to act on behalf of and bind 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.

RBC ROYAL BANK® BUSINESS CREDIT CARD AGREEMENT

This Agreement sets out the terms under which each Cardholder may use their Card, Account and Credit Card Cheques (as such terms are defined below). It replaces all prior RBC Royal Bank® Visa[‡] CreditLine for Small Business™, RBC Royal Bank Business Credit Card (joint and several liability) or RBC® Business Cash Back MasterCard[‡] agreements.

You should read this Agreement carefully as it explains your rights and duties. It also is your promise to pay all Debt owing on an Account.

1. What the Words Mean:

Here are the definitions of some of the words used in this Agreement. The words are in their singular form, but the definitions also apply to the plural forms of the words.

"we", "our" or "us" means Royal Bank of Canada and companies under RBC®;

"you" or "your" means the Applicant and each Owner;

"Account" means an RBC Royal Bank Visa Business Platinum Avion® ("Visa Platinum Avion"), RBC Business Cash Back MasterCard ("Cash Back MasterCard"), RBC Royal Bank Visa CreditLine for Small Business ("CLSB"), RBC Royal Bank Visa Business ("Visa Business") or RBC Royal Bank Visa Business Gold ("Visa Business Gold") account that we have opened for the Applicant. We may add other types of accounts to this list at any time. All Cards we issue to Cardholders under an Account form part of the Account;

"Account Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid in an Account;

"Account Documentation" means any document relating to an Account we may send to you and/or Cardholders from time to time including, but not limited to, changes to the Agreement or pricing changes, an insert enclosed with a paper Account Statement or information provided on an Account Statement, legal and regulatory information that we may be required by law to send you or, with your consent, any marketing offer;

"Account Statement" means the monthly written statement(s) of the Account in either paper or electronic format;

"Agreement" means this agreement and the Liability Waiver Program insurance certificate sent with the Card(s), if applicable. A copy of the certificate is also available at www.rbcroyalbank.com/credit-cards/documentation;

"Applicant" means the business identified in an application for an Account;

"ATM" means an automated teller machine;

"Card" means any credit card issued to a Cardholder on an Account;

"Card Credit Limit" means, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, the maximum amount that can remain outstanding and unpaid on a Card;

"Cardholder" means an individual to whom a Card is issued:

"Cash Advance" means an advance of cash that is charged to an Account through any eligible means including, but not limited to, a cash withdrawal from an Account, use of a Credit Card Cheque, a balance transfer, a Cash-Like Transaction or a bill payment (that is not a pre-authorized charge that you set up with a merchant);

"Cash Advance Interest Rate" means the annual interest rate applicable to Cash Advances made on an Account. The Cash Advance Interest Rate is shown on each Account Statement;

"Cash-Like Transaction" means a transaction that is similar to cash and we treat as a Cash Advance including, but not limited to, a money order, a wire transfer, a traveller's cheque and a gaming transaction (including, but not limited to, betting, off-track betting, race track wagers, casino gaming chips and lottery tickets);

"Credit Card Cheque" means a cheque drawn on an Account. It can only be in the form of a cheque that we provide to you for the Account;

"Debt" means, on any day, the total amount owing to us under this Agreement. The Debt is made up of all amounts charged to an Account including, but not limited to, Purchases, Cash Advances, Credit Card Cheques, interest and Fees;

"Electronic Means" means any communication method permitted by us from time to time including, but not limited to, computer, tablet, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission;

"Fee" means a fee that applies to an Account. Fees are set out in this Agreement and may also be in any other Account Documentation we may send to you and/or Cardholders from time to time;

"Grace Period" means the number of days between the last Statement Date and the Payment Due Date for an Account. For CLSB, there is no Grace Period;

"Interest Rate" means either the Cash Advance Interest Rate or Purchase Interest Rate and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate;

"Introductory Interest Rate" means a special low Interest Rate that may be offered to Cardholders. Only new Accounts are eligible for an Introductory Interest Rate;

"Liability Waiver Program" means the RBC Royal Bank Business Credit Card Liability Waiver Insurance program for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, in force from time to time;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement. The New Balance is made up of all Debt incurred up to the Statement Date;

"Owner" means each individual who signs this Agreement as such, and includes any individual who owns a business as a sole proprietor, or has invested in a business as a partner, shareholder, member, limited partner or beneficial owner, and

who is authorized to act and make financial decisions on behalf of the Applicant including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit increase;

"Payment Due Date" means the date indicated as such on an Account Statement;

"PIN" means the personal identification number used by a Cardholder to access the Account;

"Prime Interest Rate" means the annual rate of interest we announce from time to time and post at our branches and on our website at www.rbcroyalbank.com/rates as a reference rate for determining interest rates on Canadian dollar commercial loans in Canada;

"Promotional Interest Rate" means a special low Interest Rate that may be offered to Cardholders periodically after an Account has been opened;

"Purchase" means a purchase of goods or services (or both) that is charged to an Account. A Purchase may be made with or without the use of a Card;

"Purchase Interest Rate" means the annual interest rate that applies to Purchases made on an Account. The Purchase Interest Rate is shown on each Account Statement;

"Service Administrator" means any individual an Owner or Signing Authority has designated as such:

"Signing Authority" means any individual (who may or may not be an Owner) designated, in the way we require the designation to be made, as being authorized to act and make financial decisions on behalf of the Applicant and the Owners including, but not limited to, opening an Account, asking for additional Cards on an Account or asking for an Account Credit Limit increase; and

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

2. General Terms of Agreement:

This Agreement applies to each Card, Account and Credit Card Cheque. It also applies if we send you or the Cardholder a renewal or replacement Card. You agree to all of the terms and conditions set out in this Agreement and the terms and conditions in any amended or replacement agreement relating to the Account. You must give a copy of this Agreement, including any amendments to this Agreement, to each Owner.

If a Cardholder signs, activates, or uses their Card or their Card number, it will mean that each Owner has received and read this Agreement and agrees to and accepts all of its terms.

By accepting this Agreement and using the Card, you have requested the benefits and services provided automatically with the Card. Different types of Cards come with different features. Some of these features are highlighted later in this Agreement. The "Welcome Kit" that Cardholders receive with their Cards outlines the benefits and services which Cardholders can enjoy. We may change any of these features at any time. Third parties will provide some of the benefits and services outlined in your "Welcome Kit". These third parties, and not us, are responsible to you and the Cardholders for the services and benefits offered or provided by them. Optional features are available at an additional cost

to you. If you request any of these optional features, we may send you a separate agreement outlining any additional terms and conditions for the optional features.

You confirm that all information provided to us regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

You must promptly give us up-to-date credit and financially-related information about you when we ask for it.

The Section and Sub-Section headings in this Agreement are for ease of reference only. They do not form part of this Agreement.

3. Account Opening/Card Issuance:

a. <u>Visa Platinum Avion, Visa Business and Visa Business Gold</u> <u>Accounts</u>

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate.

For any Cardholder who is not responsible to pay the Debt, we will only keep a record of the name of the Cardholder. In this situation, you must obtain and record the name, address, telephone number, and date of birth of each Cardholder. You must keep this information for at least seven (7) years after a Card has been cancelled. If we ask, you will give us this information.

b. CLSB and Cash Back MasterCard Accounts

At your request and subject to our approval, we will open an Account and issue a Card to the Cardholder(s) that you designate. The maximum number of Cardholders for each Account is two (2), and each Cardholder must be an Owner.

4. Card Renewal and Replacement:

A renewal or replacement Card will be issued before the expiration date on the Card. Renewal and replacement Cards will continue to be issued to Cardholders in this way until you tell us to stop.

5. Account and Card Use:

A Card can only be used by the Cardholder in whose name it has been issued. Cardholders can use their Card and/or Card number for any permitted purpose including, but not limited to:

- making Purchases, whether they buy in person, over the phone, using the Internet or by mail order;
- making cash withdrawals at one of our branches, at another financial institution or at an ATM;
- writing cheques using the Credit Card Cheques; and
- taking advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

A Cardholder must not use their Card for any illegal, improper or unlawful purpose. We may refuse to authorize certain types of transactions as we decide including, but not limited to, Internet gambling.

6. Debt Incurred Without a Card:

If a Cardholder incurs Debt using their Card number only, without having presented their Card to a merchant (such as for an Internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a sales draft or receipt or entered their PIN.

7. If the Card Expires:

The Card expires at the end of the month shown on the Card. Cardholders must not use their Card or Card number if their Card has expired or after this Agreement is terminated. If anything is charged to an Account after the Card has expired or this Agreement is terminated, you are still responsible for and must pay the Debt.

8. Lost or Stolen Card:

If a Card is lost or stolen or if any one of you or the Cardholder suspects it is lost or stolen or being used by someone else, you or the Cardholder must tell us immediately.

After we have been told that a Card has been or may have been lost, stolen or misused, we will be able to prevent the use of the Card and Card number. If we suspect unauthorized or fraudulent use of a Card or a Card number, the use of any Card can be blocked or prevented without notice to you.

You will not be liable to us for any Debt resulting from the loss, theft or misuse of a Card that is incurred after the time any one of you or the Cardholder tells us about the loss, theft or misuse of a Card.

Notwithstanding the above, if a Card is lost, stolen or misused, you will be liable to us for:

- i. all amounts owing on the Card, up to a maximum of \$1,000.00, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card or Card number has been used to complete those transactions; and
- ii. all amounts owing on the Card, resulting from the loss, theft or misuse of the Card that is incurred before the time any one of you or the Cardholder tells us about that loss, theft or misuse through any one or more transactions on the Card, for which the Card and PIN have been used together to complete those transactions.

9. Credit Limits:

a. <u>Visa Platinum Avion, Visa Business and Visa Business Gold</u> Accounts

If you have more than one Card, we will set an Account Credit Limit representing the total credit limit for all Cards. We may change the Account Credit Limit from time to time, without notice.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

A Card Credit Limit will be set for each Card. We may change any Card Credit Limit from time to time, without notice.

We will tell you the Card Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

Each Cardholder must observe their Card Credit Limit. The amounts owing on a Card must not exceed the Card Credit Limit. However, we may (but are not required to, even if we have done so before) permit the amounts owing on a Card to

exceed the Card Credit Limit. We may, at any time, refuse to permit the amounts owing on a Card to exceed the Card Credit Limit and require you to pay any balances which exceed the Card Credit Limit.

When the amounts owing on a Card exceed the Card Credit Limit at any time during the Account Statement period, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Card Credit Limit for a particular Card and/or the Account Credit Limit, without notice.

b. CLSB and Cash Back Accounts

An Account Credit Limit will be set for the Account. We may change the Account Credit Limit from time to time, without notice. We will tell you the Account Credit Limit on the documents accompanying each Card when it is issued, and on each Account Statement.

The Debt must not exceed the Account Credit Limit. However, we may (but are not required to, even if we have done so before) permit the Debt to exceed the Account Credit Limit.

We may, at any time, refuse to permit the Debt to exceed the Account Credit Limit and require you to pay any balances that exceed the Account Credit Limit.

When the Debt exceeds the Account Credit Limit at any time during the Account Statement period, an Overlimit Fee will be charged to the Account.

If you consistently make late payments or no payments, we may reduce the Account Credit Limit without notice.

10. Card Cancellation/Revocation or Suspension of Use:

The Applicant may cancel a Card by giving us a notice to cancel the Card. Except as otherwise set out in this Agreement, you will be liable to us for all Debt, resulting from the use of the Card from the time we receive the notice of cancellation until the time the Applicant notifies us that the Card has been destroyed.

If the amounts owing on a Card exceed the Card Credit Limit or the Debt outstanding on an Account exceeds the Account Credit Limit, we may suspend the right to use the Card or the Account, and all services we provided under this Agreement until the excess is paid in full.

We may revoke or suspend a Cardholder's right to use their Card or Card number at any time without notice. A Cardholder must give up their Card to you or to us at your (or our) request.

11. PIN and Other Security Features:

We will provide each Cardholder with a PIN for their Card or tell them how to select it. We will also tell them how to change their PIN. We will treat a PIN as the Cardholder's authorization whenever it is used with a Card. Any transactions done using the Card with the PIN will have the same legal effect as if the Cardholder signed a written direction to us.

Each Cardholder must protect the security of their Card and the Account by keeping their PIN confidential and separate from their Card at all times. Cardholders must select a PIN which cannot be easily guessed. Cardholders must not select a PIN using a combination of their name, date of birth, telephone numbers, address or social insurance numbers. No one but the Cardholder is permitted to know or use the PIN or

any other security codes such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. Each Cardholder will keep these security codes confidential and separate as well.

If someone uses a Card and PIN or the Card number with any other security code to make unauthorized purchases or otherwise obtain the benefits of the Card or Account, you will not be responsible for those charges provided that (i) you and the Cardholder are able to establish to our reasonable satisfaction that the Cardholder has taken reasonable steps to protect their Card, Account and/or Credit Card Cheque against loss or theft and to safeguard their PIN and other security codes in the manner set out in this Agreement, or as we may otherwise advise Cardholders from time to time, and (ii) you and the Cardholder cooperate fully with our investigation.

You will however remain fully responsible for all Debt incurred in connection with an unauthorized use if a Cardholder voluntarily discloses their PIN or other security code or otherwise contributes to the unauthorized or fraudulent use of a Card or access to the Account, or you or the Cardholder fail(s) to tell us in a reasonable time that a Card or Credit Card Cheque has been lost or stolen or that you believe someone else may know a Cardholder's PIN or other security code.

You are not responsible for unauthorized use of Card(s) or Card number(s) in transactions in which neither a PIN nor a security code is used as the Cardholder verification method.

For the purposes of this protection, "unauthorized use" of a Card or Card number means use by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither you nor the Cardholder receives any benefit. In addition to what is set out in this Agreement, we may tell Cardholders other steps they must take to safeguard their PIN or security codes.

12. Liability for Debt:

Except as otherwise set out in this Agreement and, for Visa Platinum Avion, Visa Business and Visa Business Gold Accounts only, except as may otherwise be provided under the Liability Waiver Program, the Applicant, together with each Owner, will be jointly and severally (in Quebec, solidarily) liable to us for all Debt charged to the Account, no matter how it is incurred or who has incurred it and even though we may send Account Statements to Cardholders and not to any of you. However, we will provide Account Statement(s) or other information about that Debt to any of you at the request of any Owner or Signing Authority. The Applicant, together with each Owner, will also be jointly and severally (in Quebec, solidarily) liable to us for everything else you have agreed to with us in this Agreement.

An Owner will continue to be liable for the Debt as long as the Owner's name appears on the Agreement. If there is any change to the ownership or structure of the Applicant including, but not limited to, if an Owner ceases to be an owner, it is your responsibility to notify us as a new Agreement may need to be signed.

We may apply any money the Applicant or an Owner has on deposit with us or any of our affiliates against any Debt you owe us. We can apply the money on deposit against any Debt without notice to you or any of you.

13. Making Payments:

It is your responsibility to ensure that payment on the Account is received by us for credit to the Account by the Payment Due Date shown on each Account Statement.

Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments can be made on the Account at any time. Payments can be made by mail, at one of our branches, at an ATM that processes such payments, through our telephone, mobile or online banking service or at certain other financial institutions that accept such payments, by registering the Account as a "Bill Payment" for this purpose.

Payments sent to us by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach us. A payment is not credited to the Account and does not automatically adjust the available Card Credit Limit or Account Credit Limit until we have processed the payment. It may take several days to adjust the available Card Credit Limit or Account Credit Limit depending on how payment is made. To ensure that a payment is credited to an Account and automatically adjusts the available Card Credit Limit or Account Credit Limit on the same business day, a payment must be made prior to 6:00pm local time on that business day at one of our branches or our ATMs in Canada or through our telephone, mobile or online banking service.

You can also ask us to process your payments on the Payment Due Date each month as a pre-authorized debit ("PAD") from a deposit account. The account must be with a Canadian financial institution and must be in Canadian dollars.

You may choose to pay the Minimum Payment or your New Balance. If you ask us to automatically process payments as a PAD, you will 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, as well as this Agreement. You also waive any pre-notification requirements that exist where variable payment amounts are being authorized. You may notify us at anytime that you wish to revoke your authorization for a PAD. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. To obtain more information on our rights against you under a PAD, you may contact the financial institution that holds the bank account you have designated for the PAD or review the Rules at www.cdnpay.ca.

You are not permitted to make a payment exceeding a Card Credit Limit unless the amounts owing on the Card at the time of payment are more than the Card Credit Limit. You are not permitted to make a payment exceeding the Account Credit Limit unless the Debt at the time of payment is more than the Account Credit Limit. If you do make a payment of more than the Card Credit Limit. If you do make a payment of more than the Card Credit Limit or the Account Credit Limit, interest will not be paid on the positive balance. Any positive balance is not considered a deposit account for the purpose of insurance given by Canadian Deposit Insurance Corporation.

14. Payment of Debt:

a. Except as otherwise set out in this Agreement, you may pay the Debt in respect to each Account in full or in part at any time.

- b. Except as otherwise set out in this Agreement, you must make a Minimum Payment, by the Payment Due Date, equal to the lesser of (i) for all Accounts except CLSB, \$10.00, plus interest, plus Fees or, for CLSB, \$100.00, plus interest, plus Fees, and (ii) your New Balance, in order to keep the Account up to date. Each of these amounts will be shown on the Account Statement. Any past-due amounts will be included in your Minimum Payment amount.
- c. You must also pay any amount that exceeds either the Card Credit Limit or Account Credit Limit immediately, even though we may not yet have sent an Account Statement on which that excess appears.
- d. You must keep the Account up-to-date at all times even if we are delayed in or prevented from sending, for any reason, any one or more Account Statements. You must contact one of our branches or our Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512) at least once a month during such a delay or interruption to obtain any payment information you do not have and need to know in order for you to comply with your obligations under this Section.
- e. If any payment made by you in respect of the Account is not honoured, or if we must return it to you because it cannot be processed, a "Dishonoured Payment Fee" will be charged and Card privileges may be revoked or suspended.
- f. If the New Balance on a previous Account Statement was paid in full by the Payment Due Date, the Grace Period for the current Account Statement will continue to be the minimum number of days applicable to the Card. If the New Balance on the previous Account Statement was not paid in full by the Payment Due Date, the Grace Period for the current Account Statement will be extended to twenty-five (25) days from the last Statement Date. This section 14(f) does not apply to CLSB, which has no Grace Period.

15. Payment Aliocation:

When you make a payment, we will apply the amount up to your Minimum Payment, first to any interest and second to any Fees. We will apply the remainder of any Minimum Payment to your New Balance, generally starting with amounts bearing the lowest Interest Rate before amounts bearing a higher Interest Rate.

If you pay more than your Minimum Payment, we will apply the amount over the Minimum Payment to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different Interest Rates, we will allocate your excess payment in the same proportion as each amount bears to the remainder of your New Balance. If the same Interest Rate is applicable to both a Cash Advance and a Purchase, we will apply your payment against the Cash Advance and the Purchase in a similar proportionate manner.

If you have paid more than your New Balance, we will apply any payment in excess of the New Balance to amounts that have not yet appeared on your Account 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 Debt owing in the same manner as we apply payments in excess of the Minimum Payment.

16. Interest Rates and Charges:

The current Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates. The standard Interest Rates are shown in the chart outlined in the "Standard Annual Fees, Grace Period and Interest Rates" Section of this Agreement. If you are taking advantage of any special offers, the Interest Rates may be different than those on the chart. The Interest Rates may change from time to time.

a. All Accounts except CLSB

You can avoid interest on both Purchases and Fees by always paying the New Balance in full on or before the Payment Due Date every month. Your New Balance is shown on your Account Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred up to the Statement Date

If you do not pay your New Balance in full on or before the Payment Due Date, you will lose your interest-free status for Purchases and Fees. If this happens, you must pay interest on all Purchases and Fees shown on that month's Account Statement as well as interest on all new Purchases and new Fees. Interest is calculated from the transaction date, until the day we process your payment for the total amount you owe. To regain interest-free status on your Purchases and Fees, you must pay your New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date payment in full of the New Balance is received, will appear on your next month's Account Statement.

Cash Advances never benefit from an interest-free Grace Period. This means interest is charged from the transaction date.

b. Applicable to CLSB Account only

The Interest Rate(s) in effect for the entire period covered by an Account Statement is calculated by taking our Prime Interest Rate in effect on the first business day of the month in which we prepare your Account Statement and adding the interest rate premium (fixed percentage) applicable to the Account. We will tell you what your interest rate premium is in a document accompanying each Card. Your Interest Rate changes as our Prime Interest Rate changes. We will review the Account and Interest Rates from time to time, and may decrease or increase your interest rate premium at any time. If we change your interest rate premium, we will give you thirty (30) days written notice of the change.

We will charge you interest on the amount of each Purchase, Cash Advance and Fee from (and including) the transaction date recorded for them on the Account Statement, where they appeared for the first time, to the day we receive payment in full of the Debt.

c. Applicable to all Accounts

Fees are treated in the same manner as Purchases for the purpose of charging interest. The transaction date for a Fee is the date that the Fee is posted to the Account.

We do not charge interest on interest.

We calculate interest daily, however we only add it to the Account monthly. The amount of interest we charge is calculated as follows:

- We add the amount you owe each day, and divide that total by the number of days in the Account Statement period. This is your average daily balance; and
- We multiply the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing by the number of days in the year). We then multiply this value by the total number of days in the Account Statement period to determine the interest we charge you.

If there is more than one applicable Interest Rate, we calculate the amount of interest you owe based on the average daily balances that apply to each interest Rate.

The Account Statement will show your New Balance, Payment Due Date, transaction and posting dates, and your Interest Rate(s), including any Introductory Interest Rate or Promotional Interest Rate.

17. Cash Advances:

Interest is always charged on a Cash Advance from the day the Cash Advance is made. "Cash Advance Fees" or "Promotional Rate Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" Section of this Agreement. All of the following types of transactions are treated as Cash Advances:

- When a Cardholder makes a cash withdrawal from the Account at an RBC Royal Bank branch or ATM, or at any other financial institution's branch or ATM;
- When a Cardholder uses a Credit Card Cheque;
- When a Cardholder takes advantage of a balance transfer offer by transferring all or part of a balance they owe elsewhere to the Account, through our online banking service or by calling 1-800 ROYAL® 1-2 (1-800-769-2512);
- When a Cardholder makes bill payments from the Account or transfers funds from the Account to another RBC Royal Bank bank account, at one of our branches or ATMs, or through our online banking or telephone banking service (1-800 ROYAL® 1-1) (bill payments made by pre-authorized charges to the Account that a Cardholder sets up with a merchant will usually be treated as Purchases, not as Cash Advances, and we will not charge interest from the transaction date); and
- When a Cardholder makes Cash-Like Transactions.

If you are uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, you should contact us.

18. Standard Annual Fees, Grace Period and Interest Rates:

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for our Cards. Your annual fee may be different from that shown in this Agreement if the terms and conditions for other banking and related services you have with us provide otherwise. Annual fees are charged on the first day of the month following the Account opening (whether or not the Card is activated) and annually thereafter on the first day of that same month.

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^{*}We no longer accept applications for this Card.

19. Other Fees:

Cash Advance Fee:

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	ELSE.	All Ascounter texteet GLSB
	No additional charge for a Cash Advance obtained from one of our ATMs in Canada. \$3.50 for a Cash Advance obtained from any other designated ATM located in	When a Cardholder obtains the following types of Cash Advances at the standard Interest Rate or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to the Account, unless otherwise
	Canada or for a Cash-Like Transaction made in Canada, \$5.00 for a Cash Advance obtained from an ATM	stated: (i) cash withdrawals from an Account at one of our branches or ATMs, or at any other financial institution's
	located outside Canada or for a Cash-Like Transaction made outside Canada.	ATM, in Canada; (ii) bill payments from an Account (that are not pre-authorized charges that a Cardholder sets up with a merchant) or when a Cardholder transfers funds from the Account to another RBC Royal Bank bank account at one of our branches or ATMs, or through our online banking or telephone banking service;
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(iii) when a Cardholder makes
Cash-Like Transactions, in
Canada.

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

There is no fee if a Credit Card
Cheque is used at the standard
Cash Advance Interest Rate or
Introductory Interest Rate.

Promotional Rate Fee: If a Cardholder takes advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through our online banking service or by calling 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 the Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to you.

Overlimit Fee: If the balance exceeds the Card Credit Limit or Account Credit Limit at any time during the Account Statement period, a \$29.00 fee will be charged to the Account on the day the balance exceeds the Card Credit Limit or Account Credit Limit and on the first day of each subsequent Account Statement period if the balance remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.

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 by your financial institution for insufficient funds in the account.

Additional Account Statement Copy: For an additional copy of an Account Statement, a \$5.00 fee will be charged. For each Account Statement update obtained from one of our branches in Canada or at an ATM that provides Account Statement updates, a \$1.50 fee will be charged.

Transaction Receipt Copy Fee: For a copy of any transaction receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged each time the situation occurs. Receipt copies are not always available for Purchases made using a Card with a PIN.

You must pay all Fees. Fees are charged within three (3) business days from when the transaction is posted. Fees may change, and if they do, we will tell you in advance.

20. Foreign Currency Transactions:

We will bill you in Canadian currency. If a Cardholder uses a Card and/or the Card number outside Canada or charges amounts to the Account in a foreign currency, we will convert the charges into Canadian dollars no later than the date we post the transaction to the Account at our exchange rate which is 2.5% over a benchmark rate set by the payment card network that is in effect and that we pay on the date of the conversion.

We will show the exchange rate for each transaction on the Account Statement. If you are paying interest on the

Account, interest will also be charged on the full value of the foreign transactions, as determined using our exchange rate.

21. RBC Rewards® Program:

If a Card allows Cardholders to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, you and the Cardholders acknowledge that you and their participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions, which are available for review at www.rbcrewards.com. The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

22. RBC Cash Back Program:

If a Card allows Cardholders to earn back a certain percentage of the total amount of eligible net Purchases charged to the Account annually, as a credit to the Account, you and the Cardholders acknowledge that you and their participation in the program is subject to the RBC Cash Back Terms and Conditions, which are available for review at www.rbc.com/businesscashback. The RBC Cash Back Terms and Conditions are subject to change without notice. Paper copies are available upon request by calling 1-800 ROYAL® 1-2 (1-800-769-2512).

23. Special Offers:

We may make special offers to any Cardholder from time to time including, but not limited to, Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the Interest Rate applicable to portions of the Debt, such as certain types of Cash Advances.

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

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

If we make any Cardholder a special offer, we will explain its scope and duration and any additional terms that apply to it. If a Cardholder accepts the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, both you and the Cardholder will be bound by this Agreement and any additional terms we 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, but not limited to, those related to the Interest Rate and payments. The Account Statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to the Cardholder's New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which we do not process Account Statements (for example, weekends and certain holidays), we will continue to provide the Cardholder with the benefit of the Introductory Interest Rate or Promotional Interest Rate until the next statement processing day.

24. Credit Vouchers

If a store or merchant issues a credit voucher or otherwise gives us a refund, we will reduce the balance you owe by the amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.

If a Cardholder uses their Card or their Card number for a transaction in a foreign currency, and the merchant gives them a credit voucher or refund, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations.

25. Recurring Payments:

You are responsible for any recurring payments Cardholders have authorized merchants to charge to an Account, even after you or we cancel this Agreement. If you wish to discontinue any recurring payment, you must contact the merchant in writing and then check the Account Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite your instructions to a merchant, we may be able to help you if you give us a copy of the written request to the merchant.

26. Problems With a Purchase:

We are not responsible for any problem you or the Cardholder has with any Purchase. If you or the Cardholder has a problem with anything purchased using a Card or Card number, you must still pay all Debt as required by this Agreement. You must settle the problem or dispute directly with the store or merchant.

In some circumstances, we may be able to help you resolve disputed transactions. If you wish to discuss a dispute, contact us toll-free during regular business hours at 1-800 ROYAL® 1-2 (1-800-769-2512).

We will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute you or a Cardholder may have with a merchant.

27. Account Statement, Verification and Disputes:

Each month, we will provide an Account Statement. We will not provide an Account Statement if there has been no activity on the Account in that month and no Debt is owing.

We prepare the Account Statement at approximately the same time each month. Unless you have opted and consented to electronic Account Statements, we will send the Account Statement to you, directed to the Applicant's address last provided to us by any of you or the Signing Authority or, in the case of Visa Platinum Avion, Visa Business and Visa Business Gold Accounts, directly to Cardholders at your request. If the date on which we would ordinarily prepare the Account Statement falls on a date for which we do not process statements (for example, weekends and certain holidays), we will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

When available, you may choose to receive the Account Statement and Account Documentation through Electronic Means. In that case, the Account Statement and Account Documentation will only be made available to the Applicant and will not be sent directly to Cardholders.

Each month, you will ensure that you promptly examine the Account Statement and each transaction, Interest Rate, charge and fee recorded in it. You will notify us 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 you do not notify us as required, we are entitled to treat the Account Statement entries and balances as complete, correct and binding on you and we will be released from all claims by you in respect of those Account Statement, entries and balances.

We may use scanning and microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for that Debt. Upon request, we 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. Original records of Purchases may not be available in paper form. Digital and microfilm records are valid to establish the accuracy of our records.

28. Transfer of Rights:

We may, at any time, sell, transfer or assign any or all of our rights under this Agreement. If we do so, we can share information concerning the Account with prospective purchasers, transferees or assignees. In such case, we will ensure that they are bound to respect your privacy rights in the same way that we are.

29. Electronic Communication:

You acknowledge and agree that we may provide Account Statements, this Agreement or Account Documentation through Electronic Means, with your consent. documents sent through Electronic Means will be considered "in writing" and to have been signed and delivered by us as though it were an original document. We may rely on and consider any document received through Electronic Means from the Applicant, an Owner or any Signing Authority, as applicable, or which appears to have been received from either one of you as authorized and binding on you, as though it were an original document. In order to communicate with us by Electronic Means, you agree to comply and require each Cardholder to comply with certain security protocols that we 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 through Electronic Means.

30. Service Administrator:

A Service Administrator is a person you or a Signing Authority designate in the manner we have prescribed for this purpose, as eligible to perform non-financial transactions on an Account on behalf of the Applicant such as, but not limited to, redeeming RBC Rewards points if your Card(s) earns RBC Rewards points under the RBC Rewards program. A Service Administrator is not authorized to perform financial transactions on behalf of the Applicant such as opening an Account, asking for additional Cards on an Account or for an Account Credit Limit increase.

31. Amending this Agreement:

We may change the Interest Rates and Fees for each Account periodically. Except as otherwise set out in this Agreement, we may also change this Agreement at any time. If we do, you will be given at least thirty (30) days prior notice of each change. We will notify you of any change in any one or more of the following ways: by sending you a notice (written or through Electronic Means, with your consent), by adding a notice on your Account Statement, by posting a notice in all of our branches, by displaying a notice at our ATMs or by posting notice on our website. If we send you a written notice, we will direct it to the Applicant's address last appearing on our records. If any Card or Card number is used or any Debt remains unpaid after the effective date of a change, it will mean that you have accepted the amendment made to the Agreement.

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

32. Limitations on Our Liability:

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you or any Cardholder for damages (including, but not limited to, special, indirect or consequential damages) that may result if, for any reason, a Card or Card number is not accepted or a Cardholder is unable to access the Account.

33. Termination:

- a. We or any one of you may terminate this Agreement at any time by giving notice of termination to the other party(ies) in writing. We will direct it to the Applicant's address last appearing on our records. Your notice must be directed to our address appearing on your last Account Statement.
- b. If any one of the following events occurs, it will mean you are in default. We may terminate this Agreement immediately and without giving you any notice, if:
 - i. any one of you becomes insolvent or bankrupt;
 - someone files a petition in bankruptcy against any one of you;
 - any one of you makes an unauthorized assignment for the benefit of your creditors;
 - iv. any one of you or someone else institutes any proceedings for the dissolution, liquidation or winding up of your affairs;
 - any one of you or someone else institutes any other type of insolvency proceeding involving your assets under the Bankruptcy and Insolvency Act or otherwise;
 - vi. the Applicant ceases or gives notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or any one of you commits an act of bankruptcy;
 - vii. you fail to pay any Debt or to perform any other obligation to us as required under this Agreement;
 - viii. any one of you makes any statement or representation to us that is untrue in any material respect when made; or
 - ix. there is, in our opinion, a material adverse change in the financial condition of any one of you.
- c. If this Agreement is terminated, you must immediately pay all Debt and ensure that each Cardholder destroys their Card and any unused Credit Card Cheques.
- d. If you fail to comply with your obligations to us under this Agreement, you will be liable to us for:
 - all costs and expenses if we use a collection agency to collect or attempt to collect the Debt;
 - all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt; and
 - all costs and expenses we incur in reclaiming any Card and Credit Card Cheque.

34. Exchange of Information Between You and Us:

Information about a Cardholder's use of their Card or Account, and pertinent information about any reimbursement of Debt received by the Cardholder from the Applicant (or any Owner), Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

35. Liability Waiver Program:

If you have a Visa Platinum Avion, Visa Business or Visa Business Gold Account, the Liability Waiver Program is made available at no cost. You may request us to waive, in accordance with the Liability Waiver Program, your liability for certain unauthorized charges posted to the Account, as set out in this Agreement.

You will abide by the provisions of the Liability Waiver Program as in effect from time to time.

36. Governing Law:

This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Applicant resides (or the laws of the Province of Ontario if the Applicant resides outside Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where the Applicant resides (or the courts in the Province of Ontario if the Applicant resides outside of Canada) shall be competent to hear such dispute and you agree to be bound by any judgment of that court

37. Complete Agreement, etc.:

This Agreement constitutes the complete agreement between you and us with respect to the Account and Card(s) and related matters. No failure on your part to exercise, and no delay by us in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by us of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by us under this Agreement.

38. No Assignment:

Neither the Applicant, nor any Owner, Cardholder or Signing Authority has the right to assign or transfer this Agreement, any Card or Account, to anyone else. If a transfer or assignment takes place, this Agreement will be terminated unless we state, in writing, that it is not terminated.

39. Your Choice of Language:

When you applied for an Account, you indicated whether you wanted us to communicate with you in English or French. We will respect your choice in all our correspondence with you. If you would like a copy of this Agreement in the other language or would otherwise prefer to deal with us in the other language, you will let us know.

40. In Quebec:

You have expressly requested that this Agreement and all related documents, including, but not limited to, notices, be drawn up in the English language. Vous avez express ment demand que ce contrat et tout document y aff rent, y compris tout avis, soient r dig s en langue anglaise.

41. How to Contact Us:

If you need help or have questions about the Account, call us toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512) during regular business hours.

42. Additional Access to Account:

We authorize any individual holding a business client card or business client identification number (B.C.I.N.), issued by us in the name of the Applicant, to obtain advances from the Account, to transfer and deposit funds to the Account and to obtain information about the Account and transactions on the Account by using such business client card or B.C.I.N. in accordance with the terms of the agreements governing the use of such business client card or B.C.I.N.

43. Collection, Use and Disclosure of Information:

For purposes of this Section: (i) "Customer" means the Applicant, its Owners and/or its Signing Authorities; 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 we collect, use and disclose Customer information in connection with the Account.

I. Collecting Information

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

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

We 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 us; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to us.

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

II. Using Information

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

- to verify Customer's identity and investigate its background;
- ii. to open and operate the Account 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 us better understand the current and future needs of our clients:
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help us better manage our business and our 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, we may (i) share the information with other persons, including our 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, we may give the information to other persons.

We may also use the information and share it with our affiliates to: (i) manage our risks and operations and those of our 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 our affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If we 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 us 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 our affiliates and for our affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, we and our affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with our affiliates, we and our affiliates may, where not prohibited by law, consolidate all of the information we have with information any of our affiliates has about Customer in order to manage the business of, and relationships with, us and our affiliates.

For the purposes described in subsections (i) and (ii), we and our 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 us, 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 us or on behalf of us or our affiliates, or in any of our 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 us.

V. Contact Us

Customer may obtain access to personal information we 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", contact Customer's main branch or call us toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about our 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 Of visiting our website www.rbc.com/privacysecurity/ca/.

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, we 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

We 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 us and our Representatives to the extent agreed by us 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

Signed as of the 1st day of September , 2016

Month Year

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. Our Information

The Customer will use the products and services and our confidential information only for the purposes they are provided by us, and will ensure that our 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 us in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by us.

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.

Name of Owner: GURJEET BHULLAR

Title: DIRECTOR

Per: GWYLL *

Name of Owner:

Title:

(PRINT) Applicant's legal business name (Name of the sole proprietor, partnership or corporation)

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

Per:

Title:

Name of Owner:

BHULLAR JATT TRANSPORT LTD

(*I/WE agree to be jointly and severally (in Quebec, solidarily) liable with the Applicant and the Owner(s).)

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* All other trademarks are the property of their respective owners.



Royal Bank of Canada Master Lease Agreement

(Common Law) Lessee No: 571445618

This Master Lease Agreement (the "Master Lease Agreement") made as of the 3rd day of August, 2022 between

ROYAL BANK OF CANADA ("Lessor")

and

TYSON TRUCKING GROUP LTD. ("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 Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalfof 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.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as maybe 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 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 (each, a "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 as set out in the Leasing Schedule 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 relevant Leasing Schedule. The Total Monthly Rental Installmentset out in each Leasing Schedule is referred to in Address

Unit# 13, 320 Great Plains Road Emerald Park, Saskatchewan S4L 0B8

this Lease Agreement as an "Installment". 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 set out in the relevant Leasing Schedule. In no event shall the effective interestrate payable by the Borrower under any Facility be less than zero.

4. Rent Payment

I.1 Each Installment 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

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in 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. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipmentshall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

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 anylandlord, 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 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, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. License

7.1 Lessee agrees that Lessor:

- 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 itunusable;
- shall not be liable for any damage done to those lands or premises in exercising those rights, save only such dam age 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

8. Exclusion of Representations and Warranties

- Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended byLessee.
- 8.2 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.
- Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under anyLease.

9. Maintenance and Use

- 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
- 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.
- 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 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 Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 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
- 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 insurance shall specifically state by its wording or by endorsement that it:

- i) includes Lessor (as owner) as an additional named insured, and
- includes a loss payable clause in favor of Lessor; 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
 - specifically state by its wording or by endorsement that it: extends to cover the liabilities of Lessee from the use or possession of the Equipment,

more persons or damage to property. Said insurance shall

- ii) includes Lessor as an additional named insured, and
- iii includes a cross liability provision that the policy 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 notoperate 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

ii)

12.1 Lessee shall pay punctually all sales taxes, license 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 nt 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:
- gives Lessor notice of the adverse claim;
- 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 Leas e 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 Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Instalments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

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, and no further Installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

 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 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 lease 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 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 anyEquipment.

- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its 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, and in addition to any other rights or remedies

- Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:
- take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) withoutterminating or being deemed to have terminated the relevant Leasing Schedule, acting 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, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If 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 Installments, including the Purchase Option amount, if any, specified under the relevant 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 relevant 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 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 maydemand 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 interestin all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable byoperation 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 Lessor to be exercised by notice hereunder, immediately end and terminate and 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 Equipmentfor 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 thesale.
- 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 the 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 Lessee shall bear the cost of any taxes, license or registration fees or otherassessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedving 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 in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and againstall loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor maybe or become liable, resulting from:
- the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
- 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 or the ownership thereof or other rights held therein by Lessor;
- the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents; or
- (e) Lessor acting or relying upon any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method.

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 wearand tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession ofor 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, sent by facsimile or electronic mail 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 (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreementor on the same business day if sent by delivery, facsimile or by electronic mail.
- 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. Third Parties

- 29.1 Lessee will not(i) cause or permitthe Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

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 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish 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 Lease Agreement or anyLeasing Schedule.

32. Successors and Assigns

32.1 This Lease Agreement and each Leasing Schedule shall

enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

33.1 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.

34. Offset

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

35. Remedies Cumulative

35.1 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 combination.

36. Time

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

37. Entire Transaction

- 37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.
- 37.2 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.

38. No Merger in Judgment

38.1 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 orthereof.

39. Further Assurances/Copy of Agreement

- 39.1 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.
- 39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

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

41. Currency

41.1 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 Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deuxparties.

43. General

- 43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.
- 43.2 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.

44. Electronic Communications

information, 44.1 Any disclosure, request. instruction. acceptance, signature, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable. execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any information, disclosure, request, instruction, other signature, acceptance. document, agreement. instrument or other communication delivered to Lessor on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

45. Financial Information

45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, anyfinancial statements prepared byor for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per Eugene Basolini

Head, Equipment Finance Solution Centre

TYSON TRUCKING GROUP LTD. ("Lessee")

Leasing Schedule



(Common Law) Lessee # 571445618 Lease # 201000069134

Royal Bank of Canada, as Lessor, hereby leases to TYSON TRUCKING GROUP LTD. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of August 3, 2022

1. Equipment	Quantity	Make and Description	Model Number	Serial Number			
	1	2018 Volvo truck	VNR	4V4WC9EG5JN892931			
2. Term		onths) ement Date of Term n Date of Term	·	48 August 3, 2022 August 3, 2026			
3. Rental	GST/HST, i PST/QST, i Total Month	•		\$2,239.06 \$291.07 \$0.00 \$2,530.13 \$392.50			
4. Option to Purchase		urchase Date		Purchase Price \$1.00			
5. Place of Use	33 Bachelo	or St Brampton Ontario L7A 5B1					
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.						

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deem ed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

per

Eugene Basolini

Head, Equipment Finance Solution Centre

TYSON TRUCKING GROUP LTD.

Chel

date



Rental Statement

TYSON TRUCKING GROUP LTD.

Unit# 13, 320 Great Plains Road Emerald Park, Saskatchewan S4L 0B8

PLEASE REMIT PAYMENT TO:

Royal Bank of Canada Leasing Division 5575 North Service Rd, Suite 300 Burlington, Ontario L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
571445618 - 201000069134	\$95,300.00	0.02349
RENTAL		\$2,239.06
GST/HST *		\$291.07
PST/QST*		\$0.00
SUB TOTAL		\$2,530.13
ADMINISTRATION FEE		\$392.50
GST/HST *		\$51.03
PST/QST *		\$0.00
SUB TOTAL		\$443.53
TOTAL DUE ON August 3, 2022 (t	o be debited from your account)	\$2,973.66
	_	

^{*}Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of \$2,530.13 will be debited from your account on the 3rd of each month starting September 3, 2022 unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

TYSON TRUCKING GROUP LTD.

(authorized signatory and title)

(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.

Down Payment/Waiver Letter





The undersigned hereby acknowledges that the down payment, deposit or trade represented on HI-POINT TRUCK SALES LTD. Invoice # 528-526 dated July 20, 2022 was made by us on behalf of company and that the undersigned will not claim an equity position, real or implied, in the equipment more particularly described in the Lease # 571445618-201000069134 as a result of the said down payment or deposit.

Royal Bank 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 Royal Bank by facsimile, including this letter if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank 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.

Dated this Wednesday 3rd day of August, 2022

TYSON TRUCKING GROUP LTD.

(Authorized Signature)

(Authorized Signature)



Corporate Payments Service Agreement

(Lease Agreement)

CUSTOMER NAME: ADDRESS:

TYSON TRUCKING GROUP LTD. Unit#13, 320 Great Plains Road

CITY: Emerald Park

PROVINCE: Saskatchewan

POSTAL CODE: S4L 0B8

The purpose of the Corporate Payment Service Agreement between TYSON TRUCKING GROUP LTD. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 571445618 - 201000069134 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning August 3, 2022. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution

Royal Bank of Canada

Transit Number of Financial Institution and Branch

02214 003

Account Number

1004878

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Payor by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Bectronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Payor, even if the Bectronic Communication was not actually by or from Payor or a person representing Payor or differs in any way from any previous Electronic Communication. Payor shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Bectronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Payor waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

Dated the O_3 day of βUG , $20 \neq 3$

ROYAL BANK OF CANADA

Eugene Basolini

Head, Equipment Finance Solution Centre

Royal Bank of Canada 5575 North Service Rd., Suite 300

Burlington, ON L7L 6M1 Tel: 1-866-876-3672

TYSON TRUCKING GROUP LTD.

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
571445618	201000069134	\$2,239.06	\$291.07	\$0.00	\$2,530.13

Goods & Services Tax No: 105 248 165

Revision (06/2022)

Monarch Insurance Brokers Limited

204, 7633 – 50 Street, Edmonton, AB, CA T6B 2W9 Telephone: 780-422-0568 / Toll Free: 1-800-561-1713

CERTIFICATE OF INSURANCE



This is to Certify to:

Royal Bank of Canada. 300-5575 North Service Road Burlington, Ontario L7L 6M1

That policies of insurance as herein described have been arranged through this office for the insured named below on whose behalf this Certificate of Insurance is executed.

Name and Address of the Insured:

Tyson Trucking Group. 13-320 Great Plains RD Emerald Park, SK S4L 0B8

SCHEDULE OF INSURANCE

Type of Insurance	Insurer and Policy Number	Policy Period	Sums Insured or Limits of Liability
SPF No. 1 Standard Commercial Auto	Nordic Insurance Company of Canada Policy # 770597512	August 04, 2022 to October 30, 2022	\$2,000,000 per occurrence for Bodily Injury and/or Property Damage.
Automobile Physical Damage Insurance	Everest Insurance Policy#E4AUMS1647	August 04, 2022 to October 29, 2022	2018 VOLVO VIN: 4V4WC9EG5JN892931 \$7,500 All Perils Deductible SEF5 - Permission to Rent or Lease

Lessor / Loss Payable / Additional Insured:

Royal Bank of Canada.

The issuing insurer will endeavor to mail thirty (30) days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Dated at Edmonton AB - August 04, 2022

Monarch Insurance Brokers Limited

Broker: Manas Pahuja



Power of Attorney Vehicle Registrations – Ontario

(Rev. 04/16)

August 3, 2022

Re: TYSON TRUCKING GROUP LTD.

Please be advised that **TYSON TRUCKING GROUP LTD**. (as Lessee) has entered into a Lease Agreement (our reference # 571445618 - 201000069134) with the Royal Bank of Canada (as Lessor). Lessor is collecting Harmonized Sales Tax (HST # 105248165) from Lessee throughout the term of the Lease for the following vehicles (s).

Year, Make & Description	Model Number	Serial Number
2018 Volvo	VNR	4V4WC9EG5JN892931

Please be advised that we authorize the Lessee to act as our agent to ensure that the ownership portion for the aforementioned vehicle(s) are registered in our Name, as Lessor:

Royal Bank of Canada 320 Front St W 11th Floor Toronto, Ontario M5V 3B6

IMPORTANT:

Please ensure that the plate portion is registered in the name of TYSON TRUCKING GROUP LTD.

Our RIN # is 006806910 (ON)

Please forward a copy of the original vehicle registration to our attention by email brian.canario@rbc.com or by facsimile 855-328-1305

This authorization is valid for up to 15 business days from the date of this letter.

This Power of Attorney does not allow to cancel or sell other vehicles on our behalf.

I have the authority to bind the Corporation.

Eugene Basolini

Head, Equipment Finance Solution Centre

Attorney HI-POINT TRUCK SALES LTD.

[®] Registered trademark of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.



Conditional Sales Contract

(Fixed Rate)

Purchaser#571445618

Conditional Sales Contract # 201000069136

Sellers Name: Oak-land Ford Lincoln Sales Limited

StreetAddress: 570 Trafalgar Road

City: Oakville

Postal Code: L6L 3J2 GST Registration Number:

QST Registration Number:

Prov: Ontario

City: Emerald Park

Street Address: Unit# 13, 320 Great Plains Road Prov: Saskatchew an

Purchasers Name: TYSON TRUCKING GROUP LTD.

Postal Code: S4L 0B8

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Cash Price
1	Used	2018	Ford F-150 pickup truck	1FTEW1EG0JFA65770	\$55,841.00
1	Used	2020	Ford F-150 pickup trück	1FTEW1EGXLFC67874	\$73,524.00

Equipment Location (If other than above) 33 Bachelor St Brampton ON L7A5B1

Landlord Name & Address:

Cash Price (including accessories and other costs)	\$129,365.00	with:		rage r	equired b	y this	Cont	ract has	been placed
2. Trade in Allow ance (insert description of trade)	\$0.00	Insurer Nam e Insurer's Add							
3. Lien (deduct)	\$0.00		Sc	chedu	le of Inst	allmer	nt Pay	ments .	
4. Subtotal of Selling Price:	\$129,365.00		From (Inclusive)			To (Inclusive)			Amount of
5. GST or HST (if applicable)	\$16,802.11	Installments	M	. D	Υ	М	D	Υ	each Payment
6. Provincial Sales Tax	\$0.00	48	.08	29	2022	07	29	2026	\$3,056.01
7. Cash Down Payment	\$16,802.11								
8. Principal Amount to Finance ("Principal Sum")	\$129,365.00					-			
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$785.00								

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE

AGREEM ENT.

Payments

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from July 29, 2022 in

(a) 48 equal monthly installments, which include Principal and Interest, of \$3,056.01 each paid in arrears. (insert # of payments)

 (b) 48 monthly installments as shown in the Schedule of Installment Payments box, which include Principal and Interest, paid in arrears; (insert # of payments)

(the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on August 29, 2022 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including July 29, 2026 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

6.29% per annum

2.

Variable Rate

The following provisions apply only if the Purchaser has selected a Variable Rate:

Index Rate: N/A

Interest Rate: Index Rate plus _N/A ___ % per annum

In this Section:

(a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.

(b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.

(c) "Interest Determination Date" means, with respect to any Adjustment Period, the date w hich is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period.

(d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest whole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in accordance with its normal practice, would be prepared to offerdeposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date.

(e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.

(f) "Royal Bank US Prime Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency.

The rate of interest on the Principal Sumoutstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue fromday to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchaser and Seller certify that they have the authority to execute this Contract.

Legal Name of Purchaser:

Oak-land Ford Lincolf Sales Limited

By:

Authorized Signature and Title

By:

By:

Authorized Signature and Title

Authorized Signature and Title

Contract Date: July 29, 2022

Payments .

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from July 29, 2022 in

- (a) 48 equal monthly installments, which include Principal and Interest, of \$3,056.01 each paid in arrears. (insert # of payments)
- (b) 48 monthly installments as shown in the Schedule of Installment Payments box, which include Principal and Interest, paid in arrears; (insert # of payments)

(the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on August 29, 2022 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including July 29, 2026 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

Interest Rates 1. ☑ Fixed Rate 6.29% per annum 2. ☐ Variable Rate The following provisions apply only if the Purchaser has selected a Variable Rate: Index Rate: NA Interest Rate: Index Rate plus _NA ____% per annum

In this Section:

Rev 01/2021

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- (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.
- (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.
- (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period.
- (d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest whole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in accordance with its normal practice, would be prepared to offer deposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date.
- (e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.
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The rate of interest on the Principal Sum outstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchaser and Seller certify that they have the authority to execute this Contract.

Contract Date: July 29, 2022	
Legal Name of Seller:	Legal Name of Purchaser:
Oak-land Ford Lincoln Sales Limited	TYSON TRUCKING GROUPLID. / GURICET BHULLAN
By: Authorized Signature and Title	By: Authorized Signature and Title
By: Authorized Signature and Title	By: Authorized Signature and Title
	NAWOT SINGH
	1/ 1PUNE CINCH

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

The Purchaser takes notice, and the Seller acknowledges that this Contract will be assigned to Royal Bank of Canada ("Royal Bank") and, upon such assignment, the Principal Sum, interest and all other sums owing hereunder shall be paid to Royal Bank.

2. TITLE

Title to the Equipment shall remain the property of the Seller, at the Purchasers' risk. The Purchaser shall have no right or interest in the Equipment until the Principal Sum, interest and all other sums owing hereunder have been paid in full. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

MAINTENANCE, INSTALLATION, LOCATION AND INSPECTION The Purchaser shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Equipment shall be located and used at the address of the Purchaser or at the Equipment location shown in this Contract, and shall not be removed from that location without the written consent of the Seller. The Equipment shall at all times be and remain personal or moveable property regardless of the manner in which it may be attached or affixed to or in bedded in any land or other real or immoveable property. The Purchaser agrees to obtain a waiver from any landlord, mortgagee, hypothecary or other encumbrancer of, or any other person having an interest in, the land or premises where the Equipment is located if required by and in a form satisfactory to the Seller. The Purchaser shall, at its sole cost: (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, w hateverthe cause, and (b) furnish any parts or anything else required to keep the Equipment in good working order and repair. Any of those parts or other things shall form part of the Equipment and become the property of the Seller, and shall be free of any security interests or other interests of any third parties. The Purchaser shall not, w ithout the prior written consent of the Seller, make any alteration, additions or improvements to the Equipment. The Seller, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

4. INSURANCE

The Purchaser shall, while this Contract is in effect, at its sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to the Seller, as follows: (a) "all risks" insurance against the loss of or damage to the Equipment for its full replacement value; (b) public liability and property damage insurance, including environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation. possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that the Seller may reasonably require. All policies shall name the Seller as an additional insured, co-loss payee, and shall contain provisions prohibiting termination of the policy except upon thirty days notice by the insurer to the Seller. The Purchaser shall provide the Seller with certificates (or, at the Seller's request, certified copies) of the insurance policies, and evidence of their renew allor replacement from time to The purchase and maintenance of this insurance by the Purchaser shall not excuse or relieve it from any of its obligations under this Contract. LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT

The Purchaser shall bear the risk of any theft, loss or destruction of or damage to the Equipment. The Purchaser acknow ledges that none of these events will in any way affect its obligations under this Contract, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Purchaser under this Contract actually received by the Seller. If the Equipment, or any item thereof, is lost, stolen, damaged or destroyed beyond repair and is not covered by insurance in the amount required by paragraph 4, or in the event of any condemnation, confiscation, seizure or expropriation of such item, the Purchaser shall pay to the Seller the Loss Value of such item, less the amount of any insurance proceeds or compensation actually received by the Seller, at which time the Seller will transfer to the Purchaser, without recourse or warranty, all of its right, title and interest in such item of Equipment.

6. LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind w hatsoever, and shall immediately take any action w hich may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are

assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing w ith the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that it has personally selected each Equipment and each part of same, and that the Equipment is of a manufacturer, size, design and capacity specified by it. The Seller hereby assigns and expressly conveys to the Purchaser any representation or warranty in its favour, either express or implied with respect to the Equipment, made by the manufacturer or resulting from the sale of the Equipment to the Seller by any supplier. The Purchaser acknowledges that the Seller has made no representation or warranty with respect to the fitness, performance, warranty or suitability of any of the Equipment for the purposes of the Purchaser or any other representation or warranty, expressed or implied with respect to the Equipment. The Purchaser acknowledges that the Seller has no responsibility to the Purchaser for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. The Seller and the Purchaser hereby acknowledge that any failure by the Seller or any other person to comply with such representations and warranties shall not limit, reduce or otherwise affect the Purchaser's obligations to the Royal Bank. Furthermore, but without limiting the generality of the foregoing:

a) Royal Bank shall not be bound by or be deemed to have made or be liable for any representation, warranty or promise by the Seller, any supplier or the manufacturer or any other person:

b) Royal Bank shall not be liable for any failure of the Equipment, including any latent, hidden or apparent defect or alleged fundamental breach of this agreement or any other agreement with the Seller, any supplier, the manufacturer:

c) Neither Royal Bank nor any of its employees, servants or agents has made and does not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or any intellectual or industrial property rights therein, including without limitation, the design specification, condition, quality, durability, merchantability or fitness for Purchaser's purposes; and

d) Royal Bank shall have no liability for any direct, indirect, punitive, exemplary, material or corporal, special or consequential damages or loss of profits, actual or anticipated or for any other damages based on civil or other liability directly or indirectly from Royal Bank's, the Seller's, any supplier's or the manufacturer's negligence or that of any other person. As between the Royal Bank and the Purchaser, the Equipment has been sold to Purchaser "as is, where is", at Purchaser's own risk and peril (in its then actual state of repair, maintenance and location) without any representation or warranty as to title or any other matter by the Royal Bank. Nothing herein shall deprive Purchaser of its rights against the Seller, any supplier or the manufacturer or any person other than the Royal Bank its employees, servant or agents.

No defence, write-off, set-off, or counter-claim to which the Purchaser may be entitled against the Seller, any supplier or manufacturer of the Equipment, or any other person, shall limit, reduce, or otherwise affect the Purchaser's liability toward Royal Bank, including the obligation to pay the Principal Sum and other amounts payable under this Contract.

PURCHASER'S REPRESENTATION AND WARRANTIES
 The Purchaser represents and warrants that:

a) it carries on business and the Equipment will be used exclusively for the purposes of carrying on such business;

b) the Purchaser owns the trade-in referred to on the front side hereof free and clear of all liens, charges and encumbrances:

 c) information provided in any credit application to the Seller or its assignees was true and was provided to induce the Seller to enter this Contract;

- d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherw ise, to enter into this Contract and all related documents; e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;
- f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;

g) there are no actions, suits or proceedings pending or to the know ledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets w hich, in the reasonable and

bona fide opinion of the Purchaser, may have any material adverse effect on the financing condition or business of the Purchaser:

h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;

i) Purchaser will provide to Róyal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

INDEMNITY OF THE SELLER

The Purchaser shall indemnify and hold harmless the Seller from any loss, claims, cost, damage, expense, actions or liabilities, including without limitation, financial arrangements and legal fees which the Seller may suffer or incur:

(a) due to the failure of the Purchaser to perform any of its obligations under this Contract; or

(b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment. If the Purchaser fails to perform any of its obligations under the Contract, the Seller may, but shall not be obligated to, performany of those obligations, and the Purchaser shall pay to the Seller, immediately upon written demand, an amount equal to the expense incurred by the Seller in performing those obligations. This indemnity shall survive the termination of this Contract.

FORESEEABLE DAMAGES

The Purchaser acknowledges that (a) the Seller financed the Equipment at the Purchaser's request (b) the Seller may incur certain set-up costs and disbursements with respect to the Contract which it intends to amortize and recover over the Term, and (c) the Seller may finance its cost of acquisition of the Equipment with a third party financier and any premature termination of that financing may expose the Seller to an increased liability. The Purchaser acknowledges that if there is an Event of Default, the Seller's return on its investment may be adversely affected. The Seller may, in addition to its immediate loss of interest on its investment, sustain and claim from the Purchaser other foreseeable damages which cannot be quantified on the date of execution of this Contract. They may include, without limitation, unanticipated increased administrative costs, amortized but uncovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financiers (all of which are collectively referred to as "Foreseeable Damages").

EVENTS OF DEFAULT

Time is of the essence of this Contract. Any of the following is an "Event of Default" under this Contract:

- (a) Failure by the Purchaser to pay any amount payable under this Contract when due.
- (b) Failure by the Purchaser to performany of its other obligations under this Contract.
- (c) Failure of the Purchaser to perform any obligation it may have under any other agreement with Royal Bank.
- (d) The bankruptcy or insolvency of the Purchaser, the filing against the Purchaser of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Purchaser, the appointment of a receiver or trustee for the Purchaser or for any assets of the Purchaser or the institution by or against the Purchaser of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Purchaser of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Purchaser.
- (e) The amalgamation of the Purchaser with another corporation or corporations, or continuation of the Purchaser under a statute other than the statute under which it exists at the date of execution of this Contract.

(f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.

12. THE SELLER'S REMEDIES ON DEFAULT

(a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the 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 for the Purchaser, 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 the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.

(b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated

damages and not as a penalty as follows:

i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) If the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus

ii) the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus

iii) any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less

where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller (c) If the Seller has leased the Equipment under Section 12(a), it may demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.

(d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.

(e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

This Contract cannot be canceled or terminated except as expressly provided in it, and shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The Seller may assign its interest in this Contract or any monies payable by the Purchaser under this Contract, without notice to the Purchaser, provided that no such assignment shall release the Seller from any of its obligations under this Contract. The Purchaser agrees to recognize any assignment by the Seller and attorn to the assignee, and agrees that if the Seller defaults under any of its obligations under this Contract, the Purchaser will not, as against any assignee, terminate this Contract or exercise any right of set-off.

14. WAIVER OF STATUTORY RIGHTS

Purchaser waives its rights to receive a copy of any financing statement or financing change statement registered by the Seller or any verification statement with respect to any financing statement or financing change statement registered by the Seller (applies in all PPSA provinces except Ontario). If Purchaser is a corporation, the Limitation of Civil Rights Act of Saskatchew an or any provision of that Act shall have no application to this Contract.

15. GOVERNING LAW

This Contract shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Contract.

BINDING EFFECT

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Seller or Purchaser by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable

against Seller or Purchaser, as applicable, even if the Electronic Communication was not actually by or from Seller or Purchaser or a person representing Seller or Purchaser or differs in any way from any previous Electronic Communication. Seller and Purchaser shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Seller and Purchaser each waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Seller and Purchaser each waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule

17. INFORMATION

Each of Purchaser and Seller hereby consents and authorizes Royal Bank and its Affiliates, agents, contractors and representatives, at any time: a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and

information related to the credit rating, financial capacity and payment history, with respect to each of Purchaser and Seller ("Information"), as Royal Bank deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any Information with, third parties concerning each of Purchaser's and Seller's credit rating, financial capacity and payment history; c) to provide Information to persons to whom Royal Bank considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

Assignment

Signature & Title

FOR VALUE RECEIVED the Seller assigns, transfers and sets over to Royal Bank of Canada ("Royal Bank") the above Contract, all of the Seller's rights, title and interest in and to the Contract, the Equipment described therein, all guarantee's and additional security with respect thereto, including all amounts now owing or hereafter owing or payable under the Contract. The Seller agrees that Royal Bank may set off any reserve, holdback proceeds of this or any similar contract against any indebtedness of Seller to Royal Bank in the absolute discretion of Royal Bank and authorizes Royal Bank either in its own name or the name of the Seller, to do every act and thing necessary to collect and discharge the same.

The Seller warrants that title to the Equipment at the time of sale and is now vested in the Seller free of taxes, liens, charges and encumbrances except the foregoing Contract; it has the right to assign such title; this Contract, the cash payment and/or trade in set forth in the Contract were made by the Purchaser and no part was loaned by the Seller to the Purchaser; the Contract is in full force and effect, is valid and enforceable; the Contract is the only agreement with respect to the Equipment; all statements contained herein are true; the Equipment has been delivered to and accepted by the Purchaser in condition satisfactory to the Purchaser; Seller has and will comply with all its warranties and other obligations under the Contract; there have been no representations or warranties made by the Seller to the Purchaser which are not contained in the Contract; and the Purchaser has no defences, set-offs or counterclaims which would impair the validity or value of the Contract or Purchaser's obligations thereunder. Seller shall have no authority without prior written Royal Bank consent to accept payment, or other collection, repossess or consent to the return of the Equipment or to modify the terms of the Contract or Purchaser's obligations thereunder. This Assignment shall be binding on the successors and assignees of the Seller and shall enture to the benefit of Royal Bank, its successors, and assignees. If the Seller breaches any of the foregoing warranties, the Seller shall immediately upon demand by Royal Bank purchase all of Royal Bank's rights to the Contract and the Equipment for an amount equal to the Loss Value as defined in paragraph 12.

paragraph 12.	
Assignment to: Royal Bank of Canada (herein called the "Royal Bank") Address: 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	Date: 07/29/22
The Contract is hereby assigned to Royal Bank WITH RECOURSE* in accordance with the "Seller's Assignment and Agreement" above (check one below)	The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
100% of all payments owed by the Purchaser under this Contract	Seller's Name: OAK-LAND FORD LINCOLN SALES LIMITED (Insert full legal Name in Capitals)
OR % or until payments have been received by Royal Bank Seller's Name: Oak-land Ford Lincoln Sales Limited	Signature & Title

*IF THE SELLER HAS ENDORSED WITH FULL, OR PARTIAL RECOURSE THE FOLLOWING ADDITIONAL CONDITIONS SHALL APPLY TO THE SELLER'S ASSIGNMENT AND AGREEMENT. The Seller agrees to indemnify and save harmless Royal Bank, to the extent set out above, from any loss under or arising out of the Contract and upon default of the Purchaser thereunder shall pay to Royal Bank upon demand an amount equal to the percentage specified below of any of any such loss, whether or not at the same time of demand Royal Bank shall have exercised all or any of its remedies against the Purchaser or any obligor or the Equipment. Royal Bank's loss for the purpose of this indemnity shall be the Loss Value unpaid under the Contract as defined in paragraph 12, including any deficiency from the such amount after the repossession and resale of the Equipment as provided therein. The Seller agrees that its liability hereunder shall not be affected by any settlement, indulgence, extens ion of credit or variation of terms of the Contract, nor by any failure on the part of Royal Bank in asserting its rights, nor by any loss, depreciation of or damage to the Equipment, nor by any omission in filing or recording the Contract or any security agreement or any renewal thereof by Royal Bank, nor by any failure to perfect or maintain the perfection of the security interest created by the Contract, nor the assignment by Royal Bank of its interest in the Equipment, the Contract or this agreement by the Seller, nor by the inability of Royal Bank by reason of law or otherwise to enforce the Contract or any security agreement, nor by the termination for any cause whatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature whatsoever and nothing but full payment to Royal Bank of the amount owing by the purchaser under the Contract shall release the Seller from liability hereunder.



Corporate Payments Service Agreement (Conditional Sales Contract)

CUSTOMER NAME:

TYSON TRUCKING GROUP LTD.

ADDRESS:

Unit# 13, 320 Great Plains Road

CITY: Emerald Park

PROVINCE: Saskatchewan POSTAL CODE: S4L 0B8

The purpose of the Corporate Payment Service Agreement between TYSON TRUCKING GROUP LTD. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making payments, fees and/or charges as more fully described under Conditional Sales Contract Number 571445618 - 201000069136 ("CSC") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the CSC and be processed at any time and from time to time beginning August 29, 2022. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution

Royal Bank of Canada

Transit Number of Financial Institution and Branch

02214 003 1004878

Account Number

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Payor or of a representative of the Payor as being authorized, valid and binding on the Payor, even if the signature was not, in fact, signed by the Payor or its representative. The Payor will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Payor 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.

ROYAL BANK OF CANADA

Eugene Basolini

Head, Equipment Finance Solution Centre

Royal Bank of Canada 5575 North Service Rd., Suite 300 Burlington, ON L7L 6M1

Tel: 1-866-876-3672

Client No.

571445618

Dated the 29 day of JUIY 2022

TYSON TRUCKING GROUP LTD.

Payment Amount

\$3.056.01

FOR OFFICE USE ONLY

Contract No.

201000069136



Conditional Sales Contract

(Fixed Rate)

Purchaser#571445618

Conditional Sales Contract# 201000071779

Sellers Name: Breadner Trailers (CAD)
Street Address: 5185 Fountain Street North

City: Breslau Prov: Ontario

Postal Code: NOB 1M0 GST Registration Number: QST Registration Number: Purchasers Name: TYSONTRUCKING GROUP LTD. Street Address: Unit# 13, 320 Great Plains Road

City: Emerald Park

Prov: Saskatchew an

Postal Code: S4L 0B8

lly) purchases and agrees to pay for, subject to the terms and conditions of this

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Cash Price
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K4P\$058528 Reefer/Heater SN:VHK91733501	\$96,020.51
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K6PS058529 Reefer/Heater SN:VHK91733609	\$96,020 .51
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K2PS058530 Reefer/Heater SN:VHK91733688	\$96,020.51

Equipment Location (If other than above) 33 Bachelor St Brampton ON L7A5B1

Landlord Name & Address:

Cash Price (including accessories and other costs)	\$288,061.53	INSURANCE - Coverage required by this Contract has been placed with:							
2. Trade in Allow ance (insert description of trade)	\$0.00	Insurer Name Insurer's Add							
3. Lien (deduct)	\$0.00		Sc	hedul	e of Inst	allmer	it Pay	ments	
4. Subtotal of Selling Price	\$288,061.53		Fror	n (Incl	usive)	To	(Incl	usive)	Amount of
5. GST or HST (if applicable)	\$37,448.00	Installments	М	D	Υ	М	D	Υ	each Payment
6. Provincial Sales Tax	\$0.00	60	02	16	2023	01	16	2028	*refer to
7. Cash Down Payment	\$0.00								payment
8. Principal Amount to Finance ("Principal Sum")	\$325,509.53								schedule
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$825.00								

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF A NY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AGREEMENT.

Pavm ents

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("interest"), computed from January 16, 2023 in

- (a) 60 monthly installments, which include Principal and Interest, of *refer to payment schedule each paid in arrears.
- (b) 60 monthly installments as shown in the Schedule of Installment Payments box, which include Principal and Interest, paid in arrears;

(the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on February 16, 2023 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including January 16, 2028 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

Interest Rates i. Fixed Rate

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6.40% per annum

The following provisions apply only if the Purchaser has selected a Variable Rate:

index Rate: NA

Interest Rate: Index Rate plus _N/A ____% per annum

In this Section:

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- (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.
- (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.
- (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period.
- (d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest whole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in accordance with its normal practice, would be prepared to offer deposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date.
- (e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.
- (f) "Royal Bank US Prime Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency.

The rate of interest on the Principal Sumoutstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchæer and Seller certify that they have the authority to execute this Contract.

Contract Date: January 16, 2023	
Legal Name of Seller:	Legal Name of Purchaser:
Breadner Trailers (CAB)	TYSON TRUCKING GROUP LTD.
By: I les Sales	By:
Adthorized Signature and Title	Authorized Signature and Title
By:	By:
Authorized Signature and Title	Authorized Signature and Title

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

The Purchaser takes notice, and the Seller acknowledges that this Contract will be assigned to Royal Bank of Canada ("Royal Bank") and, upon such assignment, the Principal Sum, interest and all other sums owing hereunder shall be paid to Royal Bank.

TTTLE

Title to the Equipment shall remain the property of the Seller, at the Purchasers' risk. The Purchaser shall have no right or interest in the Equipment until the Principal Sum, interest and all other sums owing hereunder have been paid in full. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

MAINTENANCE, INSTALLATION, LOCATION AND INSPECTION The Purchaser shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Equipment shall be located and used at the address of the Purchaser or at the Equipment location shown in this Contract, and shall not be removed from that location without the written consent of the Seller. The Equipment shall at all times be and remain personal or moveable property regardless of the manner in which it may be attached or affixed to or in bedded in any land or other real or immoveable property. The Purchaser agrees to obtain a waiver from any landlord, mortgagee, hypothecary or other encumbrancer of, or any other person having an interest in, the land or premises where the Equipment is located if required by and in a form satisfactory to the Seller. The Purchaser shall, at its sole cost: (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, w hateverthe cause; and (b) furnish any parts or anything else required to keep the Equipment in good working order and repair. Any of those parts or other things shall form part of the Equipment and become the property of the Seller, and shall be free of any security interests or other interests of any third parties. The Purchaser shall not, without the prior written consent of the Seller, make any alteration, additions or improvements to the Equipment. The Seller, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

4. INSURANCE

The Purchaser shall, while this Contract is in effect, at its sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to the Seller, as follows: (a) "all risks" insurance against the loss of or damage to the Equipment for its full replacement value; (b) public liability and property damage insurance, including environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation, possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that the Seller may reasonably require. All policies shall name the Seller as an additional insured, co-loss payee, and shall contain provisions prohibiting termination of the policy except upon thirty days' notice by the insurer to the Seller. The Purchaser shall provide the Seller with certificates (or, at the Seller's request, certified copies) of the insurance policies, and evidence of their renew all or replacement from time to time. The purchase and maintenance of this insurance by the Purchaser shall not excuse or relieve it from any of its obligations under this Contract.

LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT

The Purchaser shall bear the risk of any theft, loss or destruction of or damage to the Equipment. The Purchaser acknow ledges that none of these events will in any way affect its obligations under this Contract, which will continue in fullforce and effect, except to the extent of any proceeds of any insurance maintained by the Purchaser under this Contract actually received by the Seller. If the Equipment, or any item thereof, is lost, stolen, damaged or destroyed beyond repair and is not covered by insurance in the amount required by paragraph 4, or in the event of any condemnation, confiscation, seizure or expropriation of such item, the Purchaser shall pay to the Seller the Loss Value of such item, less the amount of any insurance proceeds or compensation actually received by the Seller, at which time the Seller will transfer to the Purchaser, without recourse or warranty, all of its right, title

and interest in such item of Equipment.

6. LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind w hatsoever, and shall immediately take any action w hich may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are

assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that it has personally selected each Equipment and each part of same, and that the Equipment is of a manufacturer, size, design and capacity specified by it. The Seller hereby assigns and expressly conveys to the Purchaser any representation or warranty in its favour, either express or implied with respect to the Equipment, made by the manufacturer or resulting from the sale of the Equipment to the Seller by any supplier. The Purchaser acknowledges that the Seller has made no representation or warranty with respect to the fitness, performance, warranty or suitability of any of the Equipment for the purposes of the Purchaser or any other representation or warranty, expressed or implied with respect to the Equipment. The Purchaser acknowledges that the Seller has no responsibility to the Furchaser for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. The Seller and the Purchaser hereby acknowledge that any failure by the Seller or any other person to comply with such representations and warranties shall not limit, reduce or otherwise affect the Purchaser's obligations to the Royal Bank. Furthermore, but without limiting the generality of the foregoing:

- a) Royal Bank shall not be bound by or be deemed to have made or be liable for any representation, warranty or promise by the Seller, any supplier or the manufacturer or any other person;
- b) Royal Bank shall not be liable for any failure of the Equipment, including any latent, hidden or apparent defect or alleged fundamental breach of this agreement or any other agreement with the Seller, any supplier, the manufacturer;
- c) Neither Royal Bank nor any of its employees, servants or agents has made and does not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or any intellectual or industrial property rights therein, including without limitation, the design specification, condition, quality, durability, merchantability or fitness for Purchaser's purposes; and
- d) Royal Bank shall have no liability for any direct, indirect, punitive, exemplary, material or corporal, special or consequential damages or loss of profits, actual or anticipated or for any other damages based on civil or other liability directly or indirectly from Royal Bank's, the Seller's, any supplier's or the manufacturer's negligence or that of any other person. As between the Royal Bank and the Purchaser, the Equipment has been sold to Purchaser "as is, where is", at Purchaser's own risk and peril (in its then actual state of repair, maintenance and location) without any representation or warranty as to title or any other matter by the Royal Bank. Nothing herein shall deprive Purchaser of its rights against the Seller, any supplier or the manufacturer or any person other than the Royal Bank its employees, servant or agents.

No defence, write-off, set-off, or counter-claim to which the Purchaser may be entitled against the Seller, any supplier or manufacturer of the Equipment, or any other person, shall limit, reduce, or otherwise affect the Purchaser's liability toward Royal Bank, including the obligation to pay the Principal Sum and other amounts payable under this Contract.

PURCHASER'S REPRESENTATION AND WARRANTIES

The Purchaser represents and warrants that:

 a) it carries on business and the Equipment will be used exclusively for the purposes of carrying on such business;

b) the Purchaser owns the trade-in referred to on the front side hereof free and clear of all liens, charges and encumbrances;

 c) information provided in any credit application to the Seller or its assignees was true and was provided to induce the Seller to enter this Contract;

- d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents; e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;
- f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;

g) there are no actions, suits or proceedings pending or to the knowledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets which, in the reasonable and

bona fide opinion of the Purchaser, may have any material adverse effect on the financing condition or business of the Purchaser;

h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;

i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

INDEMNITY OF THE SELLER

The Purchaser shall indemnify and hold harmless the Seller from any loss, claims, cost, damage, expense, actions or liabilities, including without limitation, financial arrangements and legal fees which the Seller may suffer or incur:

- (a) due to the failure of the Purchaser to perform any of its obligations under this Contract; or
- (b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment, # the Purchaser fails to perform any of its obligations under the Contract, the Seller may, but shall not be obligated to, performany of those obligations, and the Purchaser shall pay to the Seller, immediately upon written demand, an amount equal to the expense incurred by the Seller in performing those obligations. This indemnity shall survive the termination of this Contract.

10. FORESEEABLE DAMAGES

The Purchaser acknowledges that (a) the Seller financed the Equipment at the Purchaser's request (b) the Seller may incur certain set-up costs and disbursements with respect to the Contract which it intends to amortize and recover over the Term; and (c) the Seller may finance its cost of acquisition of the Equipment with a third party financier and any premature termination of that financing may expose the Seller to an increased liability. The Purchaser acknowledges that if there is an Event of Default, the Seller's return on its investment may be adversely affected. The Seller may, in addition to its immediate loss of interest on its investment, sustain and claim from the Purchaser other foreseeable damages which cannot be quantified on the date of execution of this Contract. They may include, without limitation, unanticipated increased administrative costs, amortized but uncovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financiers (all of which are collectively referred to as "Foreseeable Damages").

EVENTS OF DEFAULT 11.

Time is of the essence of this Contract. Any of the following is an "Event of Default" under this Contract:

- (a) Failure by the Purchaser to pay any amount payable under this Contract w hen due.
- (b) Failure by the Purchaser to perform any of its other obligations under this Contract.
- (c) Failure of the Purchaser to perform any obligation it may have under any other agreement with Royal Bank.
- (d) The bankruptcy or insolvency of the Purchaser, the filing against the Purchaser of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Purchaser, the appointment of a receiver or trustee for the Purchaser or for any assets of the Purchaser or the institution by or against the Purchaser of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Purchaser of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Purchaser.
- The amalgamation of the Purchaser with another corporation or corporations, or continuation of the Purchaser under a statute other than the statute under which it exists at the date of execution of this Contract.

(f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.

THE SELLER'S REVIEDIES ON DEFAULT

(a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the 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 for the Purchaser, 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 the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.

(b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated

damages and not as a penalty as follows:

- an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) if the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus
- the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus
- any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less
- where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller. (c) If the Seller has leased the Equipment under Section 12(a), it may demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.
- (d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.
- (e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Selter will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

This Contract cannot be canceled or terminated except as expressly provided in it, and shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The Seller may assign its interest in this Contract or any monies payable by the Purchaser under this Contract, without notice to the Purchaser, provided that no such assignment shall release the Seller from any of its obligations under this Contract. The Purchaser agrees to recognize any assignment by the Seller and attorn to the assignee, and agrees that if the Seller defaults under any of its obligations under this Contract, the Purchaser will not, as against any assignee, terminate this Contract or exercise any right of set-off.

WAIVER OF STATUTORY RIGHTS

Purchaser waives its rights to receive a copy of any financing statement or financing change statement registered by the Seller or any verification statement with respect to any financing statement or financing change statement registered by the Seller (applies in all PPSA provinces except Ontario). If Purchaser is a corporation, the Limitation of Civil Rights Act of Saskatchew an or any provision of that Act shall have no application to this Contract.

15. GOVERNING LAW

This Contract shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Contract.

BINDING EFFECT 16.

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Seller or Purchaser by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable

against Seller or Purchaser, as applicable, even if the Bectronic Communication was not actually by or from Seller or Purchaser or a person representing Seller or Purchaser or differs in any way from any previous Electronic Communication. Seller and Purchaser shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Seller and Purchaser each waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Bectronic Image") as part of Royal Bank's normal business practices. Each such Bectronic image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Seller and Purchaser each waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule

17. INFORMATION

Each of Purchaser and Seller hereby consents and authorizes Royal Bank and its Affiliates, agents, contractors and representatives, at any time: a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and

information related to the credit rating, financial capacity and payment history, with respect to each of Purchaser and Seller ("Information"), as Royal Bank deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any Information with, third parties concerning each of Purchaser's and Seller's credit rating, financial capacity and payment history; c) to provide Information to persons to whom Royal Bank considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

Assignment

Signature & Title

FOR VALUE RECEIVED the Seller assigns, transfers and sets over to Royal Bank of Canada ("Royal Bank") the above Contract, all of the Seller's rights, title and interest in and to the Contract, the Equipment described therein, all guarantee's and additional security with respect thereto, including all amounts now owing or hereafter owing or payable under the Contract. The Seller agrees that Royal Bank may set off any reserve, holdback proceeds of this or any similar contract against any indebtedness of Seller to Royal Bank in the absolute discretion of Royal Bank and authorizes Royal Bank either in its own name or the name of the Seller, to do every act and thing necessary to collect and discharge the same.

The Seller warrants that title to the Equipment at the time of sale and is now vested in the Seller free of taxes, liens, charges and encumbrances except the foregoing Contract; it has the right to assign such title; this Contract, the cash payment and/or trade in set forth in the Contract were made by the Purchaser and no part was loaned by the Seller to the Purchaser; the Contract is in full force and effect, is valid and enforceable; the Contract is the only agreement with respect to the Equipment; all statements contained herein are true; the Equipment, has been delivered to and accepted by the Purchaser in condition satisfactory to the Purchaser; Seller has and will comply with all its warranties and other obligations under the Contract; there have been no representations or warranties made by the Seller to the Purchaser which are not contained in the Contract; and the Purchaser has no defences, set-offs or counterclaims which would impair the validity or value of the Contract or Purchaser's obligations thereunder. Seller shall have no authority without prior written Royal Bank consent to accept payment, or other collection, repossess or consent to the return of the Equipment or to modify the terms of the Contract or Purchaser's obligations thereunder. This Assignment shall be binding on the successors and assignees of the Seller and shall enure to the benefit of Royal Bank, its successors, and assignees. If the Seller breaches any of the foregoing warranties, the Seller shall immediately upon demand by Royal Bank purchase all of Royal Bank's rights to the Contract and the Equipment for an amount equal to the Loss Value as defined in

Assignment to: Address:	Royal Bank of Canada (herein called the "Royal Bank") 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	Date:
	is hereby assigned to Royal Bank WITH RECOURSE in with the "Seller's Assignment and Agreement" above (check	The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
☐ 100% of OR	all payments owed by the Purchaser under this Contract	Seller's Name: BREADNER TRAILERS CADY (Insert full legal Name in Capitals)
Royal Bank	or until payments have been received by Breadner Trailers (CAD)	Signature & Title

*IF THE SELLER HAS ENDORSED WITH FULL OR PARTIAL RECOURSE THE FOLLOWING ADDITIONAL CONDITIONS SHALL APPLY TO THE SELLER'S ASSIGNMENT AND AGREEMENT. The Seller agrees to indemnify and save harmless Royal Bank, to the extent set out above, from any loss under or arising out of the Contract and upon default of the Purchaser thereunder shall pay to Royal Bank upon demand an amount equal to the percentage specified below of any of any such loss, whether or not at the same time of demand Royal Bank shall have exercised all or any of its remedies against the Purchaser or any obligor or the Equipment. Royal Bank's loss for the purpose of this indemnity shall be the Loss Value unpaid under the Contract as defined in paragraph 12, including any deficiency from the such amount after the repossession and resale of the Equipment as provided therein. The Seller agrees that its liability hereunder shall not be affected by any settlement, indulgence, extension of credit or variation of terms of the Contract, nor by any failure on the part of Royal Bank in asserting its rights, nor by any loss, depreciation of or damage to the Equipment, nor by any omission in filing or recording the Contract or any security agreement or any renew all thereof by Royal Bank, nor by any failure to perfect or mainfain the perfection of the security interest created by the Contract, nor the assignment by Royal Bank of its interest in the Equipment, the Contract or this agreement by the Seller, nor by the inability of Royal Bank by reason of law or otherwise to enforce the Contract or any security agreement, nor by the termination for any cause whatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature w hatsoever and nothing but full payment to Royal Bank of the amount ow ing by the purchaser under the Contract shall release the Seller from liability hereunder.

This is the Payment Schedule attached to and forming part of Conditional Sales Contract No. 571445618-201000071779 (the "CSC") between TYSON TRUCKING GROUP LTD, (Client) as the Purchaser and Breadner Trailers (CAD) as Seller.

Number of	2	and an area area.	Amount of Each
Installment Payments	From (inclusive)	To (inclusive)	Installment Payment
1	16-Feb-2023	15-Mar-2023	\$5,633.38
1	16-Mar-2023	15-Apr-2023	\$5,633.38
1	16-Apr-2023	15-May-2023	\$43,121.38
1	16-May-2023	15-Jun-2023	\$5,633.38
1	16-Jun-2023	15-Jul-2023	\$5,633.38
1	16-Jul-2023	15-Aug-2023	\$5,633.38
1	16-Aug-2023	15-Sep-2023	\$5,633.38
1	16-Sep-2023	15-Oct-2023	\$5,633.38
1	16-Oct-2023	15-Nov-2023	\$5,633.38
1	16-Nov-2023	15-Dec-2023	\$5,633.38
1	16-Dec-2023	15-Jan-2024	\$5,633.38
1	16-Jan-2024	15-Feb-2024	\$5,633.38
1	16-Feb-2024	15-Маг-2024	\$5,633.38
1	16-Mar-2024	15-Apr-2024	\$5,633.38
1	16-Apr-2024	15-May-2024	\$5,633.38
1	16-May-2024	15-Jun-2024	\$5,633.38
1	16-Jun-2024	15-Jul-2024	\$5,633.38
1	16-Jul-2024	15-Aug-2024	\$5,633.38
1	16-Aug-2024	15-Sep-2024	\$5,633.38
1	16-Sep-2024	15-Oct-2024	\$5,633.38
1	16-Oct-2024	15-Nov-2024	\$5,633.38
1	16-Nov-2024	15-Dec-2024	\$5,633.38
1	16-Dec-2024	15-Jan-2025	\$5,633.38
1	16-Jan-2025	15-Feb-2025	\$5,633.38
1	16-Feb-2025	15-Mar-2025	\$5,633.38
1	16-Mar-2025	15-Apr-2025	\$5,633.38
1	16-Арг-2025	15-May-2025	\$5,633.38
1	16-May-2025	15-Jun-2025	\$5,633.38
1	16-Jun-2025	15-Jul-2025	\$5,633.38
1	16-Jul-2025	15-Aug-2025	\$5,633.38
1	16-Aug-2025	15-Sep-2025	\$5,633.38
1	16-Sep-2025	15-Oct-2025	\$5,633.38
1	16-Oct-2025	15-Nov-2025	\$5,633.38
1	16-Nov-2025	15-Dec-2025	\$5,633.38
1	16-Dec-2025	15-Jan-2026	\$5,633.38
1	16-Jan-2026	15-Feb-2026	\$5,633.38
1	16-Feb-2026	15-Mar-2026	\$5,633.38
1	16-Mar-2026	15-Арг-2026	\$5,633.38
1	16-Apr-2026	15-May-2026	\$5,633.38
1	16-May-2026	15-Jun-2026	\$5,633.38
1	16-Jun-2026	15-Jul-2026	\$5,633.38
1	16-Jul-2026	15-Aug-2026	\$5,633.38
1	16-Aug-2026	15-Sep-2026	\$5,633.38
1	16-Sep-2026	15-Oct-2026	\$5,633.38
1	16-Oct-2026	15-Nov-2026	\$5,633.38
1	16-Nov-2026	15-Dec-2026	\$5,633.38
1	16-Dec-2026	15-Jan-2027	\$5,633.38
1	16-Jan-2027	15-Feb-2027	\$5,633.38
1	16-Feb-2027	15-Mar-2027	\$5,633.38
1	16-Mar-2027	15-Apr-2027	\$5,633.38
1	16-Apr-2027	15-May-2027	\$5,633.38
1	16-May-2027	15-Jun-2027	\$5,633.38
1	16-Jun-2027	15-Jul-2027	\$5,633.38
1	16-Jui-2027	15-Aug-2027	\$5,633.38

Number of Installment Payments	From (inclusive)	To (inclusive)	Amount of Each Installment Payment
1	16-Aug-2027	15-Sep-2027	\$5,633.38
1	16-Sep-2027	15-Oct-2027	\$5,633.38
1	16-Oct-2027	15-Nov-2027	\$5,633.38
1	16-Nov-2027	15-Dec-2027	\$5,633.38
1	16-Dec-2027	15-Jan-2028	\$5,633.38
1	16-Jan-2028	15-Feb-2028	\$5,633.38

Initialed by (Seller) Breadner Trailers (CAD)	

Initialed by (Purchaser)		
TYSON TRUCKING GROUP	P LTD.	

RBC.

Documentation Transmission Form

DELIVER TO: TYSON TRUCKING GROUP LTD. Unit# 13, 320 Great Plains Road Emerald Park, Saskatchewan

S4L 0B8 Gurjeet Bhullar

Telephone Number 306-271-1688

Facsimile Number

RETURN Transit # 14733

Royal Bank of Canada. 5575 North Service Rd. Burlington, ON L7L 6M1

FROM:

Shagufta Abbasi

leasedocscentral@rbc.com

Telephone Number Facsimile Number

SUBJECT:

Contract No: 571445618-201000071779

DATE: January 16, 2023

We are pleased to enclose for your review and execution, the required documentation covering the acquisition and financing of trailers. If you are receiving this package by facsimile, please ensure that it is printed on plain paper (not thermal paper).

DOCUMENTS ENCLOSED

TO:

Description & Instructions

Package 1:

Conditional Sales Contract Civic Payment schedule CPSA CSC

Package 2:

Insurance Requirements CSC Direction to Agent (Vehicle) CSC

SPECIAL INSTRUCTIONS

Please sign and return the enclosed documents (MUST INCLUDE ALL PAGES) at your earliest convenience via the email address or fax number provided below and retain a copy of the signed documents for your records.

Should you have any questions or concerns regarding the documents, please do not hesitate to contact me directly.

We thank you for your business and for the opportunity to provide our leasing services to you.

This email/fax may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this email/fax or the information it contains by other than an intended recipient is unauthorized. If you received this email/fax in error, please advise the sender (by return email/fax or otherwise) immediately.

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Conditional Sales Contract

(Fixed Rate)

Purchaser # 571445618

Conditional Sales Contract # 201000071779

Sellers Name: Breadner Trailers (CAD) Street Address: 5185 Fountain Street North

City: Breslau

Prov: Ontario

Postal Code: N0B 1M0 GST Registration Number: QST Registration Number:

Purchasers Name: TYSON TRUCKING GROUP LTD. Street Address: Unit# 13, 320 Great Plains Road

City: Emerald Park Prov: Saskatchew an

Postal Code: S4L 0B8

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Cash Price
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K4PS058528 Reefer/Heater SN:VHK91733501	\$96,020.51
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K6PS058529 Reefer/Heater SN:VHK91733609	\$96,020.51
1	New	2023	Hyundai Composite dry van trailer C/W Carrier Solara APX Heater Units	3H3V532K2PS058530 Reefer/Heater SN:VHK91733688	\$96,020.51

Equipment Location (If other than above) 33 Bachelor St Brampton ON L7A5B1

Landlord Name & Address:

Cash Price (including accessories and other costs)		INSURANCE — Coverage required by this Contract has been placed with: Insurer Name: Insurer's Address:							
2. Trade in Allow ance (insert description of trade)	\$0.00								
3. Lien (deduct)	\$0.00		Sc	chedul	e of Inst	allmer	nt Pay	ments	
4. Subtotal of Selling Price	\$288,061.53		Fror	n (Incl	usive)	Тс	(Incl	usive)	Amount of
5. GST or HST (if applicable)	\$37,448.00	Installments	М	D	Y	М	D	Υ	each Payment
6. Provincial Sales Tax	\$0.00	60	02	16	2023	01	16	2028	*refer to
7. Cash Down Payment	\$0.00							:	payment
8. Principal Amount to Finance ("Principal Sum")	\$325,509.53								schedule
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$825.00								
						:			
		·							

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AGREEMENT.

Payments Payments

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from January 16, 2023 in

- (a) 60 monthly installments, which include Principal and Interest, of *refer to payment schedule each paid in arrears.
- (b) 60 monthly installments as shown in the Schedule of Installment Payments box, which include Principal and Interest, paid in arrears;

(the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on February 16, 2023 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including January 16, 2028 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

Interest Rates 1. ☑ Fixed Rate

6.40% per annum

The following provisions apply only if the Purchaser has selected a Variable Rate:

Index Rate: N/A

Interest Rate: Index Rate plus _N/A ____% per annum

In this Section:

- (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sumis advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.
- (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.
- (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period.
- (d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest whole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in accordance with its normal practice, would be prepared to offer deposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date.
- (e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.
- (f) "Royal Bank US Prime Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency.

The rate of interest on the Principal Sum outstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchaser and Seller certify that they have the authority to execute this Contract.

Legal Nan	ne of Seller:	Legal	Name of Purchaser:	. 0.
Breadner	Trailers (CAD)	TYSO	N TRUCKING GROUP LTD.	Just
Ву:	Authorized Signature and Title	By:	Authorized Signature and Title	
D	•	By:	Holy	
Ву:	Authorized Signature and Title	Ly.	Authorized Signature and Title	

Contract Date: January 16, 2023

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

The Purchaser takes notice, and the Seller acknowledges that this Contract will be assigned to Royal Bank of Canada ("Royal Bank") and, upon such assignment, the Principal Sum, interest and all other sums owing hereunder shall be paid to Royal Bank.

TITLE

Title to the Equipment shall remain the property of the Seller, at the Purchasers' risk. The Purchaser shall have no right or interest in the Equipment until the Principal Sum, interest and all other sums owing hereunder have been paid in full. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

MAINTENANCE, INSTALLATION, LOCATION AND INSPECTION The Purchaser shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Equipment shall be located and used at the address of the Purchaser or at the Equipment location shown in this Contract, and shall not be removed from that location without the written consent of the Seller. The Equipment shall at all times be and remain personal or moveable property regardless of the manner in which it may be attached or affixed to or in bedded in any land or other real or immoveable property. The Purchaser agrees to obtain a waiver from any landlord, mortgagee, hypothecary or other encumbrancer of, or any other person having an interest in, the land or premises where the Equipment is located if required by and in a form satisfactory to the Seller. The Purchaser shall, at its sole cost: (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cause; and (b) furnish any parts or anything else required to keep the Equipment in good working order and repair. Any of those parts or other things shall form part of the Equipment and become the property of the Seller, and shall be free of any security interests or other interests of any third parties. The Purchaser shall not, w ithout the prior w ritten consent of the Seller, make any alteration, additions or improvements to the Equipment. The Seller, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

INSURANCE

The Purchaser shall, while this Contract is in effect, at its sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to the Seller, as follows: (a) "all risks" insurance against the loss of or damage to the Equipment for its full replacement value; (b) public liability and property damage insurance, including environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation, possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that the Seller may reasonably require. All policies shall name the Seller as an additional insured, co-loss payee, and shall contain provisions prohibiting termination of the policy except upon thirty days' notice by the insurer to the Seller. The Purchaser shall provide the Seller with certificates (or, at the Seller's request, certified copies) of the insurance policies, and evidence of their renew allor replacement from time to time. The purchase and maintenance of this insurance by the Purchaser shall not excuse or relieve it from any of its obligations under this Contract.

LOSS DESTRUCTION OR DAMAGE TO EQUIPMENT The Purchaser shall bear the risk of any theft, loss or destruction of or damage to the Equipment. The Purchaser acknowledges that none of these events will in any way affect its obligations under this Contract, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Purchaser under this Contract actually received by the Seller. If the Equipment, or any item thereof, is lost, stolen, damaged or destroyed beyond repair and is not covered by insurance in the amount required by paragraph 4, or in the event of any condemnation, confiscation, seizure or expropriation of such item, the Purchaser shall pay to the Seller the Loss Value of such item, less the amount of any insurance proceeds or compensation actually received by the Seller, at which time the Seller will transfer to the Purchaser, without recourse or warranty, all of its right, title and interest in such item of Equipment.

6. LAWS REGULATIONS, NON-WAIVERS, ETC.
The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind w hatsoever, and shall immediately take any action w hich may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are

assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that it has personally selected each Equipment and each part of same, and that the Equipment is of a manufacturer, size, design and capacity specified by it. The Seller hereby assigns and expressly conveys to the Purchaser any representation or warranty in its favour, either express or implied with respect to the Equipment, made by the manufacturer or resulting from the sale of the Equipment to the Seller by any supplier. The Purchaser acknowledges that the Seller has made no representation or warranty with respect to the fitness, performance, warranty or suitability of any of the Equipment for the purposes of the Purchaser or any other representation or warranty, expressed or implied with respect to the Equipment. The Purchaser acknowledges that the Seller has no responsibility to the Purchaser for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. The Seller and the Purchaser hereby acknowledge that any failure by the Seller or any other person to comply with such representations and warranties shall not limit, reduce or otherwise affect the Purchaser's obligations to the Royal Bank. Furthermore, but without limiting the generality of the foregoing:

- a) Royal Bank shall not be bound by or be deemed to have made or be liable for any representation, warranty or promise by the Seller, any supplier or the manufacturer or any other person;
- b) Royal Bank shall not be liable for any failure of the Equipment, including any latent, hidden or apparent defect or alleged fundamental breach of this agreement or any other agreement with the Seller, any supplier, the manufacturer;
- c) Neither Royal Bank nor any of its employees, servants or agents has made and does not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or any intellectual or industrial property rights therein, including without limitation, the design specification, condition, quality, durability, merchantability or fitness for Purchaser's purposes; and
- d) Royal Bank shall have no liability for any direct, indirect, punitive, exemplary, material or corporal, special or consequential damages or loss of profits, actual or anticipated or for any other damages based on civil or other liability directly or indirectly from Royal Bank's, the Seller's, any supplier's or the manufacturer's negligence or that of any other person. As between the Royal Bank and the Purchaser, the Equipment has been sold to Purchaser "as is, where is", at Purchaser's own risk and peril (in its then actual state of repair, maintenance and location) without any representation or warranty as to title or any other matter by the Royal Bank. Nothing herein shall deprive Purchaser of its rights against the Seller, any supplier or the manufacturer or any person other than the Royal Bank its employees, servant or agents.

No defence write-off, set-off, or counter-claim to which the Purchaser may be entitled against the Seller, any supplier or manufacturer of the Equipment, or any other person, shall limit, reduce, or otherwise affect the Purchaser's liability toward Royal Bank, including the obligation to pay the Principal Sum and other amounts payable under this Contract.

PURCHASER'S REPRESENTATION AND WARRANTIES

The Purchaser represents and warrants that:

a) it carries on business and the Equipment will be used exclusively for the purposes of carrying on such business;

b) the Purchaser owns the trade-in referred to on the front side hereof free and clear of all liens, charges and encumbrances:

c) information provided in any credit application to the Seller or its assignees was true and was provided to induce the Seller to enter this Contract;

d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents; e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;

f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to w hich it is a party or by w hich Purchaser or any of its property or assets may be bound;

g) there are no actions, suits or proceedings pending or to the know ledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets which, in the reasonable and

bona fide opinion of the Purchaser, may have any material adverse effect on the financing condition or business of the Purchaser;

h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;

i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

D. INDEMNITY OF THE SELLER

The Purchaser shall indemnify and hold harmless the Seller from any loss, claims, cost, damage, expense, actions or liabilities, including without limitation, financial arrangements and legal fees which the Seller may suffer or incur:

(a) due to the failure of the Purchaser to perform any of its obligations under this Contract; or

(b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment. If the Purchaser fails to perform any of its obligations under the Contract, the Seller may, but shall not be obligated to, performany of those obligations, and the Purchaser shall pay to the Seller, immediately upon written demand, an amount equal to the expense incurred by the Seller in performing those obligations. This indemnity shall survive the termination of this Contract.

foreseeable damages

The Purchaser acknowledges that (a) the Seller financed the Equipment at the Purchaser's request (b) the Seller may incur certain set-up costs and disbursements with respect to the Contract which it intends to amortize and recover over the Term; and (c) the Seller may finance its cost of acquisition of the Equipment with a third party financier and any premature termination of that financing may expose the Seller to an increased liability. The Purchaser acknowledges that if there is an Event of Default, the Seller's return on its investment may be adversely affected. The Seller may, in addition to its immediate loss of interest on its investment, sustain and claim from the Purchaser other foreseeable damages which cannot be quantified on the date of execution of this Contract. They may include, without limitation, unanticipated increased administrative costs, amortized but uncovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financiers (all of which are collectively referred to as "Foreseeable Damages").

11. EVENTS OF DEFAULT

Time is of the essence of this Contract. Any of the following is an "Event of Default" under this Contract:

(a) Failure by the Purchaser to pay any amount payable under this Contract when due.

(b) Failure by the Purchaser to performany of its other obligations under this

(c) Failure of the Purchaser to perform any obligation it may have under any other agreement with Royal Bank.

(d) The bankruptcy or insolvency of the Purchaser, the filing against the Purchaser of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Purchaser, the appointment of a receiver or trustee for the Purchaser or for any assets of the Purchaser or the institution by or against the Purchaser of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Purchaser of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Purchaser.

(e) The amalgamation of the Purchaser with another corporation or corporations, or continuation of the Purchaser under a statute other than the statute under which it exists at the date of execution of this Contract.

(f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.

12. THE SELLER'S REMEDIES ON DEFAULT

(a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the 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 for the Purchaser, 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 the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller's other rights and recourse under this Contract, at law or in equity.

(b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated

damages and not as a penalty as follows:

i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) if the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus

ii) the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus

iii) any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less

w) where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller. (c) If the Seller has leased the Equipment under Section 12(a), it may demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.

(d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.

(e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

This Contract cannot be canceled or terminated except as expressly provided in it, and shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The Seller may assign its interest in this Contract or any monies payable by the Purchaser under this Contract, without notice to the Purchaser, provided that no such assignment shall release the Seller from any of its obligations under this Contract. The Purchaser agrees to recognize any assignment by the Seller and attorn to the assignee, and agrees that if the Seller defaults under any of its obligations under this Contract, the Purchaser will not, as against any assignee, terminate this Contract or exercise any right of set-off.

14. WAIVER OF STATUTORY RIGHTS

Purchaser waives its rights to receive a copy of any financing statement or financing change statement registered by the Seller or any verification statement with respect to any financing statement or financing change statement registered by the Seller (applies in all PPSA provinces except Ontario). Purchaser is a corporation, the Limitation of Civil Rights Act of Saskatchewan or any provision of that Act shall have no application to this Contract.

15. GOVERNING LAW

This Contract shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Contract.

BINDING EFFECT

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Seller or Purchaser by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Bectronic Communication") shall be considered an original thereof, duly authorized by and enforceable

against Seller or Purchaser, as applicable, even if the Electronic Communication was not actually by or from Seller or Purchaser or a person representing Seller or Purchaser or differs in any way from any previous Electronic Communication. Seller and Purchaser shall keep copies of all Bectronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Bectronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Seller and Purchaser each waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Bectronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Seller and Purchaser each waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule

17. INFORMATION

Each of Purchaser and Seller hereby consents and authorizes Royal Bank and its Affiliates, agents, contractors and representatives, at any time: a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and

information related to the credit rating, financial capacity and payment history, with respect to each of Purchaser and Seller ("Information"), as Royal Bank deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from and exchange any Information with, third parties concerning each of Purchaser's and Seller's credit rating, financial capacity and payment history; c) to provide Information to persons to whom Royal Bank considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

<u>Assignment</u>

Signature & Title

FOR VALUE RECEIVED the Seller assigns, transfers and sets over to Royal Bank of Canada ("Royal Bank") the above Contract, all of the Seller's rights, title and interest in and to the Contract, the Equipment described therein, all guarantee's and additional security with respect thereto, including all amounts now owing or hereafterowing or payable under the Contract. The Seller agrees that Royal Bank may set off any reserve, holdback proceeds of this or any similar contract against any indebtedness of Seller to Royal Bank in the absolute discretion of Royal Bank and authorizes Royal Bank either in its own name or the name of the Seller, to do every act and thing necessary to collect and discharge the same.

The Seller warrants that title to the Equipment at the time of sale and is now vested in the Seller free of taxes, liens, charges and encumbrances except the foregoing Contract; it has the right to assign such title; this Contract, the cash payment and/or trade in set forth in the Contract were made by the Purchaser and no part was loaned by the Seller to the Purchaser; the Contract is in full force and effect, is valid and enforceable; the Contract is the only agreement with respect to the Equipment; all statements contained herein are true; the Equipment has been delivered to and accepted by the Purchaser in condition satisfactory to the Purchaser; Seller has and will comply with all its warranties and other obligations under the Contract; there have been no representations or warranties made by the Seller to the Purchaser which are not contained in the Contract; and the Purchaser has no defences, set-offs or counterclaims which would impair the validity or value of the Contract or Purchaser's obligations thereunder. Seller shall have no authority without prior written Royal Bank consent to accept payment, or other collection, repossess or consent to the return of the Equipment or to modify the terms of the Contract or Purchaser's obligations thereunder. This Assignment shall be binding on the successors and assignees of the Seller and shall enure to the benefit of Royal Bank, its successors, and assignees. If the Seller breaches any of the foregoing warranties, the Seller shall immediately upon demand by Royal Bank purchase all of Royal Bank's rights to the Contract and the Equipment for an amount equal to the Loss Value as defined in paragraph 12.

Assignment to: Royal Bank of Canada (herein called the "Royal Ban Address: 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	K") Date:
The Contract is hereby assigned to Royal Bank WITH RECOURSE* accordance with the "Seller's Assignment and Agreement" above (one below)	in The Contract is hereby assigned to Royal Bank WITHOUT Check RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
☐ 100% of all payments ow ed by the Purchaser under this Contr	sact Seller's Name: <u>BREADNER_TRAILERS (CAD)</u> (Insertfull legal Name in Capitals)
% or until payments have been received Royal Bank Seller's Name: <u>Breadner Trailers (CAD)</u>	Signature & Title

*IF THE SELLER HAS ENDORSED WITH FULL OR PARTIAL RECOURSE THE FOLLOWING ADDITIONAL CONDITIONS SHALL APPLY TO THE SELLER'S ASSIGNMENT AND AGREMENT. The Seller agrees to indermify and save harmless Royal Bank, to the extent set out above, from any loss under or arising out of the Contract and upon default of the Purchaser thereunder shall pay to Royal Bank upon demand an amount equal to the percentage specified below of any of any such loss, whether or not at the same time of demand Royal Bank shall have exercised all or any of its remedies against the Purchaser or any obligor or the Equipment. Royal Bank's loss for the purpose of this indemnity shall be the Loss Value unpaid under the Contract as defined in paragraph 12, including any deficiency from the such amount after the repossession and resale of the Equipment as provided therein. The Seller agrees that its liability hereunder shall not be affected by any settlement, indulgence, extension of credit or variation of terms of the Contract, nor by any failure on the part of Royal Bank in asserting its rights, nor by any loss, depreciation of or damage to the Equipment, nor by any omission in filing or recording the Contract or any security agreement or any renew all thereof by Royal Bank, nor by any failure to perfect or maintain the perfection of the security interest created by the Contract, nor the assignment by Royal Bank of its interest in the Equipment, the Contract or this agreement by the Seller, nor by the inability of Royal Bank by reason of law or otherwise to enforce the Contract or any security agreement, nor by the termination for any cause w hatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature w hatsoever and nothing but full payment to Royal Bank of the amount ow ing by the purchaser under the Contract shall release the Seller from liability hereunder.

This is the Payment Schedule attached to and forming part of Conditional Sales Contract No. 571445618-201000071779 (the "CSC") between TYSON TRUCKING GROUP LTD. (Client) as the Purchaser and Breadner Trailers (CAD) as Seller.

Installment Payments	From (Inclusive)		Imatallmant Davins
	•	To (Inclusive)	Installment Payment
1	16-Feb-2023	15-Mar-2023	\$5,633.38
1	16-Mar-2023	15-Apr-2023	\$5,633.38
1	16-Apr-2023	15-May-2023	\$43,121.38
1	16-May-2023	15-Jun-2023	\$5,633.38
1	16-Jun-2023	15-Jul-2023	\$5,633.38
1 .	16-Jul-2023	15-Aug-2023	\$5,633.38
1	16-Aug-2023	15-Sep-2023	\$5,633.38
1	16-Sep-2023	15-Oct-2023	\$5,633.38
1 ť	16-Oct-2023	15-Nov-2023	\$5,633.38
· 1	16-Nov-2023	15-Dec-2023	\$5,633.38
1	16-Dec-2023	15-Jan-2024	\$5,633.38
1	16-Jan-2024	15-Feb-2024	\$5,633.38
1	16-Feb-2024	15-Mar-2024	\$5,633.38
	16-Mar-2024	15-Apr-2024	\$5,633.38
	16-Apr-2024	15-May-2024	\$5,633.38
1	16-May-2024	15-Jun-2024	\$5,633.38 \$5,633.38
1	16-Jun-2024 16-Jul-2024	15-Jul-2024	\$5,633.38 \$5,000.00
1	16-Aug-2024	15-Aug-2024 15-Sep-2024	\$5,633.38 \$5,633.39
. 1	16-Sep-2024	•	\$5,633.38 \$5,633.38
1	16-Oct-2024	15-Oct-2024	\$5,633.38 \$5,633.38
1	16-Nov-2024	15-Nov-2024 15-Dec-2024	\$5,633.38 ©5,633.38
1	16-Nov-2024 16-Dec-2024	15-Dec-2024 15-Jan-2025	\$5,633.38 \$5,633.38
1 .	16-Jan-2025	15-Feb-2025	\$5,633,38 \$5,633.38
. 1	16-Feb-2025	15-Mar-2025	\$5,633.38
1	16-Mar-2025	15-Apr-2025	\$5,633.38
1	16-Apr-2025	15-May-2025	\$5,633.38
1	16-May-2025	15-Jun-2025	\$5,633.38
1	16-Jun-2025	15-Jul-2025	\$5,633.38
1	16-Jul-2025	15-Aug-2025	\$5,633.38
1	16-Aug-2025	15-Sep-2025	\$5,633.38
1	16-Sep-2025	15-Oct-2025	\$5,633.38
1	16-Oct-2025	15-Nov-2025	\$5,633.38
1	16-Nov-2025	15-Dec-2025	\$5,633.38
. 1	16-Dec-2025	15-Jan-2026	\$5,633.38
1	16-Jan-2026	15-Feb-2026	\$5,633.38
1	16-Feb-2026	15-Mar-2026	\$5,633.38
1	16-Mar-2026	15-Apr-2026	\$5,633.38
1	16-Apr-2026	15-May-2026	\$5,633.38
· 1	16-May-2026	15-Jun-2026	\$5,633.38
1	16-Jun-2026	15-Jul-2026	\$5,633.38
1	16-Jul-2026	15-Aug-2026	\$5,633.38
1	16-Aug-2026	15-Sep-2026	\$5,633.38
1	16-Sep-2026	15-Oct-2026	\$5,633.38
. 1	16-Oct-2026	15-Nov-2026	\$5,633.38
1	16-Nov-2026	15-Dec-2026	\$5,633.38
1	16-Dec-2026	15-Jan-2027	\$5,633.38
1	16-Jan-2027	15-Feb-2027	\$5,633.38
1	16-Feb-2027	15-Mar-2027	\$5,633.38
1	16-Mar-2027	15-Apr-2027	\$5,633.38
1	16-Apr-2027	15-May-2027	\$5,633.38
1	16-May-2027	15-Jun-2027	\$5,633.3B
1	16-Jun-2027 16-Jul-2027	15-Jul-2027 15-Aug-2027	\$5,633.38 \$5,633.38

Number of Installment Payments	From (Inclusive)	To (Inclusive)	Amount of Each Installment Payment
1	16-Aug-2027	15-Sep-2027	\$5,633.38
1	16-Sep-2027	15-Oct-2027	\$5,633.38
1	16-Oct-2027	15-Nov-2027	\$5,633.38
1	16-Nov-2027	15-Dec-2027	\$5,633.38
1	16-Dec-2027	15-Jan-2028	\$5,633.38
· 1	16-Jan-2028	15-Feb-2028	\$5,633.38

Initialed by (Seller)
Breadner Trailers (CAD)

Initialed by (Purchaser)
TYSON TRUCKING GROUP LTD.



Corporate Payments Service Agreement (Conditional Sales Contract)

CUSTOMER NAME:

TYSON TRUCKING GROUP LTD.

ADDRESS:

Unit# 13, 320 Great Plains Road

CITY: Emerald Park

PROVINCE: Saskatchewan

POSTAL CODE: S4L 0B8

The purpose of the Corporate Payment Service Agreement between TYSON TRUCKING GROUP LTD. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making payments, fees and/or charges as more fully described under Conditional Sales Contract Number 571445618 - 201000071779 ("CSC") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the CSC and be processed at any time and from time to time beginning February 16, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution

Royal Bank of Canada

Transit Number of Financial Institution and Branch

02214 003 1004878

Account Number

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Payor or of a representative of the Payor as being authorized, valid and binding on the Payor, even if the signature was not, in fact, signed by the Payor or its representative. The Payor will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Payor 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.

Dated the LLL day of JAN

ROYAL BANK OF CANADA

Eugene Basolini

Head, Equipment Finance Solution Centre

Royal Bank of Canada 5575 North Service Rd., Suite 300 Burlington, ON L7L 6M1

Tel: 1-866-876-3672

TYSON TRUCKING GROUP LTD.

FOR OFFICE USE ONLY

Client No. Contract No. Payment Amount 571445618 201000071779 *Refer to Payment schedule



Conditional Sales Contract

Prov: Ontario

(Fixed)

Purchaser # 571445618

Conditional Sales Contract # 201000072592

Sellers Name: Breadner Trailers (US) Street Address: 5185 Fountain St North

City: Breslau Prov: Ontario

Postal Code: N0B1M0 GST Registration Number: QST Registration Number: Purchasers Name: TYSON TRUCKING GROUP LTD.

Street Address: 33 Bachelor St

City: Brampton
Postal Code: L7A 5B1

GST Registration Number:

QST Registration Number:

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

Quantity	New or	Model Year	Trade Name (Make) and			Cash Price
Quantity	Quantity Used Model Ye	Woder rear	Model	Serial No. / Engine No.	Serial No. / Engine No.	Cash Price
				3H3V532K8RS087100	3H3V532K5RS087135	
				3H3V532K8RS087131	3H3V532K4RS087255	\$633,310.03
9	New	2024	Hyundai Composite	3H3V532KXRS087132	3H3V532K6RS087256	**Subject to Foreign
			Trailers	3H3V532K1RS087133	3H3V532K8RS087257	Exchange Addendum
				3H3V532F	Each unit price is	
						approx. \$70,367.78

Equipment Location (If other than above) 33 Bachelor St, Brampton, Ontario L7A5B1 Canada

Landlord Name & Address:

Cash Price (including accessories and other costs)	\$633,310.03	INSURANCE - with: Insurer Name:		rage r	equired b	y this	Con	tract has	been placed
Trade in Allowance (insert description of trade)	\$0.00	Insurer's Add							
3. Lien (deduct)	\$0.00		s	chedu	le of Inst	allmei	nt Pa	yments	
4. Subtotal of Selling Price	\$633,310.03		Fro	m (Inc	lusive)	T	o (Inc	lusive)	Amount of
5. GST or HST (if applicable)	\$82,330.29	Installments	nstallments M D		Υ	М	D	Υ	each Payment
6. Provincial Sales Tax	\$0.00	60	03	21	2023	02	21	2028	*refer to
7. Cash Down Payment	\$0.00								payment
8. Principal Amount to Finance ("Principal Sum")	\$715,640.32 * Subject to Foreign Exchange Addendum								schedule
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$825.00								

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AGREEMENT.



Conditional Sales Contract

(Fixed)

Purchaser # 571445618

Conditional Sales Contract#201000072592

Sellers Name: Breadner Trailers (US)

Street Address: 5185 Fountain St North

City: Breslau

Prov: Ontario

Postal Code: NOB1M0 GST Registration Number: QST Registration Number: Purchasers Name: TYSONTRUCKING GROUP LTD.

Street Address: 33 Bachelor St

City: Brampton Postal Code: L7A 5B1 Prov: Ontario

GST Registration Number: QST Registration Number:

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Serial No. / Engine No.	Cash Price
9	New	2024	Hyundai Composite Trailers	3H3V532K8R\$087100 3H3V532K8R\$087131 3H3V532KXR\$087132 3H3V532K1R\$087133 3H3V532K1R\$087133	3H3V532K5RS087135 3H3V532K4RS087255 3H3V532K6RS087256 3H3V532K8RS087257 (3RS087134	\$633,310.03 *subject to FX rate Each unit price is approx. \$70,367.78

Equipment Location (If other than above) 33 Bachelor St, Brampton, Ontario L7A5B1 Canada

Landlord Name & Address:

Cash Price (including accessories and other costs)		INSURANCE – Coverage required by this Contract has been placed with:					been placed		
2. Trade in Allow ance (insert description of trade)	\$0.00	Insurer Name Insurer's Add	ress:						
3. Lien (deduct)	\$0.00		s	chedu	le of Inst	allmer	nt Pay	ments	
4. Subtotal of Selling Price	\$633,310.03		Fro	m (Inc	lusive)	T.	o (Inc	lusive)	Amount of
5. GST or HST (if applicable)	\$82,330.29	Installments	Installments M		M D Y		M D Y		each Payment
6. Provincial Sales Tax	\$0.00	60	03	21	2023	02	21	2028	*refer to
7. Cash Down Payment	\$0.00				ŀ				payment
8. Principal Amount to Finance ("Principal Sum")	\$715,640.32 *subject to FX rate								schedule
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$825.00								

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AGREEMENT.

Payments.

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from February 21, 2023 in

(a) 60 monthly installments, which include Principal and Interest, of "refer to payment schedule each paid in arrears. (the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on March 21, 2023 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including February 21, 2028 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

Interest Rates

6.24% per annum

The following provisions apply only if the Purchaser has selected a Variable Rate:

Index Rate: NA

Interest Rate: Index Rate plus NA % per annum

In this Section:

- (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.
- (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.
- (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of Royal Bank US Base Rate, New York) before the first day of that Adjustment Period.
- (d) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.
- (f) "Royal Bank US Base Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency.

The rate of interest on the Principal Sum outstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments Indic ated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date. In no event shall the effective interest rate payable by the Borrow er under any Facility be less than zero.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchaser and Seller certify that they have the authority to execute this Contract.

Contract Date: Sebruary 21, 2023	
Legal Name of Saller:	Legal Name of Purchaser:
Breadner Trailers (US)	TYSON TRUCKING GROUP LTD.
By: Authorized Signature and Little	By:Authorized Signature and Title
By: Authorized Stangabbe and Title	By:Authorized Signature and Title
Agents garage and sens	Authorized orginalare and Thire

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

The Purchaser takes notice, and the Seller acknowledges that this Contract will be assigned to Royal Bank of Canada ("Royal Bank") and, upon such assignment, the Principal Sum, interest and all other sums owing hereunder shall be paid to Royal Bank.

TITLE

Title to the Equipment shall remain the property of the Seller, at the Purchasers' risk. The Purchaser shall have no right or interest in the Equipment until the Principal Sum, interest and all other sums owing hereunder have been paid in full. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

MAINTENANCE, INSTALLATION, LOCATION AND INSPECTION The Purchaser shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Equipment shall be located and used at the address of the Purchaser or at the Equipment location shown in this Contract, and shall not be removed from that location without the written consent of the Seller. The Equipment shall at all times be and remain personal or moveable property regardless of the manner in which it may be attached or affixed to or in bedded in any land or other real or immoveable property. The Purchaser agrees to obtain a waiver from any landlord, mortgagee, hypothecary or other encumbrancer of, or any other person having an interest in, the land or premises where the Equipment is located if required by and in a form satisfactory to the Seller. The Purchaser shall, at its sole cost: (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whateverthe cause; and (b) furnish any parts or anything else required to keep the Equipment in good working order and repair. Any of those parts or other things shall form part of the Equipment and become the property of the Seller, and shall be free of any security interests or other interests of any third parties. The Purchaser shall not, without the prior written consent of the Seller, make any alteration, additions or improvements to the Equipment. The Seller, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

INSURANCE

The Purchaser shall, while this Contract is in effect, at its sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to the Seller, as follows: (a) "all risks" insurance against the loss of or damage to the Equipment for its full replacement value; (b) public liability and property damage insurance, including environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation, possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that the Seller may reasonably require. All policies shall name the Seller as an additional insured, co-loss payee, and shall contain provisions prohibiting termination of the policy except upon thirty days' notice by the insurer to the Seller. The Purchaser shall provide the Seller with certificates (or, at the Seller's request, certified copies) of the insurance policies, and evidence of their renew all or replacement from time to The purchase and maintenance of this insurance by the Purchaser shall not excuse or relieve it from any of its obligations under this Contract. LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT

The Purchaser shall bear the risk of any theft, loss or destruction of or damage to the Equipment. The Purchaser acknow ledges that none of these events will in any way affect its obligations under this Contract, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Purchaser under this Contract actually received by the Seller. If the Equipment, or any item thereof, is lost, stolen, damaged or destroyed beyond repair and is not covered by insurance in the amount required by paragraph 4, or in the event of any condemnation, confiscation, seizure or expropriation of such item, the Purchaser shall pay to the Seller the Loss Value of such item, less the amount of any insurance proceeds or compensation actually received by the Seller, at which time the Seller will transfer to the Purchaser, without recourse or warranty, all of its right, title and interest in such item of Equipment.

6. LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind w hatsoever, and shall immediately take any action w hich may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or

with respect to the use or operation of the Equipment. If any taxes are assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that it has personally selected each Equipment and each part of same, and that the Equipment is of a manufacturer, size, design and capacity specified by it. The Seller hereby assigns and expressly conveys to the Purchaser any representation or warranty in its favour, either express or implied with respect to the Equipment, made by the manufacturer or resulting from the sale of the Equipment to the Seller by any supplier. The Purchaser acknowledges that the Seller has made no representation or warranty with respect to the fitness, performance, warranty or suitability of any of the Equipment for the purposes of the Purchaser or any other representation or warranty, expressed or implied with respect to the Equipment. The Purchaser acknowledges that the Seller has no responsibility to the Purchaser for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. The Seller and the Purchaser hereby acknowledge that any failure by the Seller or any other person to comply with such representations and warranties shall not limit, reduce or otherwise affect the Purchaser's obligations to the Royal Bank. Furthermore, but without limiting the generality of the foregoing:

- a) Royal Bank shall not be bound by or be deemed to have made or be liable for any representation, warranty or promise by the Seller, any supplier or the manufacturer or any other person;
- b) Royal Bank shall not be liable for any failure of the Equipment, including any latent, hidden or apparent defect or alleged fundamental breach of this agreement or any other agreement with the Seller, any supplier, the manufacturer:
- c) Neither Royal Bank nor any of its employees, servants or agents has made and does not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or any intellectual or industrial property rights therein, including without limitation, the design specification, condition, quality, durability, merchantability or fitness for Purchaser's purposes; and
- d) Royal Bank shall have no liability for any direct, indirect, punitive, exemplary, material or corporal, special or consequential damages or loss of profits, actual or anticipated or for any other damages based on civil or other liability directly or indirectly from Royal Bank's, the Seller's, any supplier's or the manufacturer's negligence or that of any other person. As between the Royal Bank and the Purchaser, the Equipment has been sold to Purchaser as is, where is", at Purchaser's own risk and peril (in its then actual state of repair, maintenance and location) without any representation or warranty as to title or any other matter by the Royal Bank. Nothing herein shall deprive Purchaser of its rights against the Seller, any supplier or the manufacturer or any person other than the Royal Bank its employees, servant or agents.

No defence, write-off, set-off, or counter-claim to which the Purchaser may be entitled against the Seller, any supplier or manufacturer of the Equipment, or any other person, shall limit, reduce, or otherwise affect the Purchaser's liability toward Royal Bank, including the obligation to pay the Principal Sum and other amounts payable under this Contract.

- 8. PURCHASER'S REPRESENTATION AND WARRANTIES
- The Purchaser represents and warrants that:
- a) it carries on business and the Equipment will be used exclusively for the purposes of carrying on such business;
- b) the Purchaser owns the trade-in referred to on the front side hereof free and clear of all liens, charges and encumbrances;
- c) information provided in any credit application to the Seller or its assignees was true and was provided to induce the Seller to enter this Contract;

d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents; e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;

f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;

g) there are no actions, suits or proceedings pending or to the knowledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets which, in the reasonable and bona fide opinion of the Purchaser, may have any material adverse effect on the financing condition or business of the Purchaser;

h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and:

i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

INDEMNITY OF THE SELLER

The Purchaser shall indemnify and hold harmless the Seller from any loss, claims, cost, damage, expense, actions or liabilities, including without limitation, financial arrangements and legal fees which the Seller may suffer or incur:

(a) due to the failure of the Purchaser to perform any of its obligations under this Contract; or

(b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment. If the Purchaser fails to perform any of its obligations under the Contract, the Seller may, but shall not be obligated to, performany of those obligations, and the Purchaser shall pay to the Seller, immediately upon written demand, an amount equal to the expense incurred by the Seller in performing those obligations. This indemnity shall survive the termination of this Contract.

FORESEEABLE DAMAGES

The Purchaser acknowledges that (a) the Seller financed the Equipment at the Purchaser's request (b) the Seller may incur certain set-up costs and disbursements with respect to the Contract which it intends to amortize and recover over the Term; and (c) the Seller may finance its cost of acquisition of the Equipment with a third party financier and any premature termination of that financing may expose the Seller to an increased liability. The Purchaser acknowledges that if there is an Event of Default, the Seller's return on its investment may be adversely affected. The Seller may, in addition to its immediate loss of interest on its investment, sustain and claim from the Purchaser other foreseeable damages which cannot be quantified on the date of execution of this Contract. They may include, without limitation, unanticipated increased administrative costs, amortized but uncovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financiers (all of which are collectively referred to as "Foreseeable Damages").

EVENTS OF DEFAULT

Time is of the essence of this Contract. Any of the following is an "Event of Default" under this Contract:

- (a) Failure by the Purchaser to pay any amount payable under this Contract when due.
- (b) Failure by the Purchaser to performany of its other obligations under this Contract.
- (c) Failure of the Purchaser to perform any obligation it may have under any other agreement with Royal Bank.
- (d) The bankruptcy or insolvency of the Purchaser, the filing against the Purchaser of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Purchaser, the appointment of a receiver or trustee for the Purchaser or for any assets of the Purchaser or the institution by or against the Purchaser of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Purchaser of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Purchaser.
- (e) The amalgamation of the Purchaser with another corporation or corporations, or continuation of the Purchaser under a statute other than the statute under which it exists at the date of execution of this Contract.
- (f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.

12. THE SELLER'S REVIEDIES ON DEFAULT

(a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the 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 for the Purchaser, 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 the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.

(b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated damages and not as a penalty as follows:

i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) If the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default; plus

ii) the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus

 any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less

where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller (c) If the Seller has leased the Equipment under Section 12(a), it may demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.

(d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.

(e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

This Contract cannot be canceled or terminated except as expressly provided in it, and shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The Seller may assign its interest in this Contract or any monies payable by the Purchaser under this Contract, without notice to the Purchaser, provided that no such assignment shall release the Seller from any of its obligations under this Contract. The Purchaser agrees to recognize any assignment by the Seller and attorn to the assignee, and agrees that if the Seller defaults under any of its obligations under this Contract, the Purchaser will not, as against any assignee, terminate this Contract or exercise any right of set-off.

14. WAIVER OF STATUTORY RIGHTS

Purchaser waives its rights to receive a copy of any financing statement or financing change statement registered by the Seller or any verification statement with respect to any financing statement or financing change statement registered by the Seller (applies in all PPSA provinces except Ontario). If Purchaser is a corporation, the Limitation of Civil Rights Act of Saskatchew an or any provision of that Act shall have no application to this Contract.

15. GOVERNING LAW

This Contract shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Contract.

16. BINDING EFFECT

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Seller or Purchaser by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Seller or Purchaser, as applicable, even if the Electronic Communication was not actually by or from Seller or Purchaser or a person representing Seller or Purchaser or differs in any way from any previous

Electronic Communication. Seller and Purchaser shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Seller and Purchaser each waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Bectronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Seller and Purchaser each waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

17. INFORMATION

Each of Purchaser and Seller hereby consents and authorizes Royal Bank and its Affiliates, agents, contractors and representatives, at any time: a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to each of Purchaser and Seller ("Information"), as Royal Bank deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any Information with, third parties concerning each of Purchaser's and Seller's credit rating, financial capacity and payment history; c) to provide information to persons to whom Royal Bank considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

Assignment

Signature & Title

FOR VALUE RECEVED the Seller assigns, transfers and sets over to Royal Bank of Canada ("Royal Bank") the above Contract, all of the Seller's rights, title and interest in and to the Contract, the Equipment described therein, all guarantee's and additional security with respect thereto, including all amounts now owing or hereafter owing or payable under the Contract. The Seller agrees that Royal Bank may set off any reserve, holdback proceeds of this or any similar contract against any indebtedness of Seller to Royal Bank in the absolute discretion of Royal Bank and authorizes Royal Bank either in its own name or the name of the Seller, to do every act and thing necessary to collect and discharge the same.

The Seller warrants that title to the Equipment at the time of sale and is now vested in the Seller free of taxes, liens, charges and encumbrances except the foregoing Contract, it has the right to assign such title; this Contract, the cash payment and/or trade in set forth in the Contract were made by the Purchaser and no part was loaned by the Seller to the Purchaser; the Contract is in full force and effect, is valid and enforceable; the Contract is the only agreement with respect to the Equipment; all statements contained herein are true; the Equipment has been delivered to and accepted by the Purchaser in condition satisfactory to the Purchaser; Seller has and will comply with all its warranties and other obligations under the Contract; there have been no representations or warranties made by the Seller to the Purchaser which are not contained in the Contract; and the Purchaser has no defences, set-offs or counterclaims which would impair the validity or value of the Contract or Purchaser's obligations thereunder. Seller shall have no authority without prior written Royal Bank consent to accept payment, or other collection, repossess or consent to the return of the Equipment or to modify the terms of the Contract or Purchaser's obligations thereunder. This Assignment shall be binding on the successors and assignees of the Seller and shall enure to the benefit of Royal Bank, its successors, and assignees. If the Seller breaches any of the foregoing warranties, the Seller shall immediately upon demand by Royal Bank purchase all of Royal Bank's rights to the Contract and the Equipment for an amount equal to the Loss Value as defined in paragraph 12.

Assignment to: Address:	Royal Bank of Canada (herein called the "Royal Bank") 5575 North Service Road, Suite 300, Burbington, Ontario L7L 6M1	Date:
	is hereby assigned to Royal Bank WITH RECOURSE in with the "Seller's Assignment and Agreement" above (check	The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
☐ 100% of OR	all payments ow ed by the Purchaser under this Contract	Seller's Name: BREADNER TRAILERS (US) (Insert full legal Name in Capitals)
D% Royal Bank	or until payments have been received by	Signature & Title
Seller's Name	: <u>Breadner Trailers (US)</u>	

*IF THE SELLER HAS ENDORSED WITH FULL OR PARTIAL RECOURSE THE FOLLOWING ADDITIONAL CONDITIONS SHALL APPLY TO THE SELLER'S ASSIGNMENT AND AGREEMENT. The Seller agrees to indemnify and save harmless Royal Bank, to the extent set out above, from any loss under or arising out of the Contract and upon default of the Purchaser thereunder shall pay to Royal Bank upon demand an amount equal to the percentage specified below of any of any such loss, whether or not at the same time of demand Royal Bank upon demand an amount equal to the percentage specified below of any obligor or the Equipment. Royal Bank's loss for the purpose of this indemnity shall be the Loss Value unpaid under the Contract as defined in paragraph 12, including any deficiency from the such amount after the repossession and resale of the Equipment as provided therein. The Seller agrees that its liability hereunder shall not be affected by any settlement, indulgence, extension of credit or variation of terms of the Contract, nor by any failure on the part of Royal Bank in asserting its rights, nor by any loss, depreciation of or damage to the Equipment, nor by any omission in filing or recording the Contract or any security agreement or any renewal thereof by Royal Bank, nor by any failure to perfect or maintain the perfection of the security interest created by the Contract, nor the assignment by Royal Bank of its interest in the Equipment, the Contract or this agreement by the Seller, nor by the inability of Royal Bank by reason of law or otherwise to enforce the Contract or any security agreement, nor by the termination for any cause w hatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature w hatsoever and nothing but full payment to Royal Bank of the amount owing by the purchaser under the Contract shall release the Seller from liability hereunder.

This is the Payment Schedule attached to and forming part of Conditional Sales Contract No. 571445618-201000072592 (the "CSC") between TYSON TRUCKING GROUP LTD. (Client) as the Purchaser and Breadner Trailers (US) as Seller.

Number of			Amount of Each
Installment Payments	From (Inclusive)	To (Inclusive)	Installment Payment
-		, and the second	•
1	21-Mar-2023	20-Apr-2023	\$12,337.28
1	21-Apr-2023	20-May-2023	\$12,337.28
1	21-May-2023	20-Jun-2023	\$94,667.57
1	21-Jun-2023	20-Jul-2023	\$12,337.28
1	21-Jul-2023	20-Aug-2023	\$12,337.28
1	21-Aug-2023	20-Sep-2023	\$12,337.28
1	21-Sep-2023	20-Oct-2023	\$12,337.28
1	21-Oct-2023	20-Nov-2023	\$12,337.28
1	21-Nov-2023	20-Dec-2023	\$12,337.28
1	21-Dec-2023	20-Jan-2024	\$12,337.28
1	21-Jan-2024	20-Feb-2024	\$12,337.28
1	21-Feb-2024	20-Mar-2024	\$12,337.28
1	21-Mar-2024	20-Apr-2024	\$12,337.28
1	21-Apr-2024	20-May-2024	\$12,337.28
1	21-May-2024	20-Jun-2024	\$12,337.28
1	21-Jun-2024	20-Jul-2024	\$12,337.28
1	21-Jul-2024	20-Aug-2024	\$12,337.28
1	21-Aug-2024	20-Sep-2024	\$12,337.28
1	21-Sep-2024	20-Oct-2024	\$12,337.28
1	21-Oct-2024	20-Nov-2024	\$12,337.28
1	21-Nov-2024	20-Dec-2024	\$12,337.28
1	21-Dec-2024	20-Jan-2025	\$12,337.28
1	21-Jan-2025	20-Feb-2025	\$12,337.28
1	21-Feb-2025	20-Mar-2025	\$12,337.28
1	21-Mar-2025	20-Apr-2025	\$12,337.28
1	21-Apr-2025	20-May-2025	\$12,337.28
1	21-May-2025	20-Jun-2025	\$12,337.28
1	21-Jun-2025	20-Jul-2025	\$12,337.28
1	21-Jul-2025	20-Aug-2025	\$12,337.28
1	21-Aug-2025	20-Sep-2025	\$12,337.28
1	21-Sep-2025	20-Oct-2025	\$12,337.28
1	21-Oct-2025	20-Nov-2025	\$12,337.28
1	21-Nov-2025	20-Dec-2025	\$12,337.28
1	21-Dec-2025	20-Jan-2026	\$12,337.28
1	21-Jan-2026	20-Feb-2026	\$12,337.28
1	21-Feb-2026	20-Mar-2026	\$12,337.28
1	21-Mar-2026	20-Apr-2026	\$12,337.28
1 1	21-Apr-2026	20-May-2026	\$12,337.28 \$42,227.20
·	21-May-2026 21-Jun-2026	20-Jun-2026 20-Jul-2026	\$12,337.28 \$42,337.28
1 1	21-Jul-2026 21-Jul-2026	20-Jul-2026 20-Aug-2026	\$12,337.28 \$12,337.28
1		•	\$12,337.28 \$12,337.28
1	21-Aug-2026 21-Sep-2026	20-Sep-2026 20-Oct-2026	\$12,337.28 \$12,337.29
1	21-Oct-2026	20-Nov-2026	\$12,337.28 \$12,337.28
1	21-Nov-2026	20-Nov-2026 20-Dec-2026	\$12,337.28 \$12,337.28
1	21-Nov-2026		\$12,337.28 \$12,337.28
1	21-Jec-2026 21-Jan-2027	20-Jan-2027 20-Feb-2027	\$12,337.28 \$12,337.28
1	21-Feb-2027	20-Mar-2027	\$12,337.28 \$12,337.28
1	21-Mar-2027	20-Mar-2027 20-Apr-2027	\$12,337.28 \$12,337.28
1	21-Mar-2027 21-Apr-2027	20-Apr-2027 20-May-2027	\$12,337.28 \$12,337.28
1	21-May-2027	20-May-2027 20-Jun-2027	\$12,337.28 \$12,337.28
1	21-Jun-2027	20-Jul-2027	\$12,337.28 \$12,337.28
1	21-Jul-2027 21-Jul-2027	20-Aug-2027	\$12,337.28 \$12,337.28
1	21-Aug-2027	20-Sep-2027	\$12,337.28 \$12,337.28
'	Z I-MUY-ZUZI	20-06h-2021	φ12,331.20

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Number of Installment Payments	From (Inclusive)	To (Inclusive)	Amount of Each Installment Payment
1	21-Sep-2027	20-Oct-2027	\$12,337.28
1	21-Oct-2027	20-Nov-2027	\$12,337.28
1	21-Nov-2027	20-Dec-2027	\$12,337.28
1	21-Dec-2027	20-Jan-2028	\$12,337.28
1	21-Jan-2028	20-Feb-2028	\$12,337.28
1/	21-Feb-2028	20-Mar-2028	\$12,337.28
Initialed by Seller)		Initialed by	(Purchaser)
Breadner (US)		TYSON TR	UCKING GROUP LTD.

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Documentation Transmission Form



DELIVER TO:

TYSON TRUCKING GROUP LTD.

33 Bachelor St Brampton, Ontario

L7A 5B1

Telephone Number 000-000-0000

Facsimile Number

RETURN TO:

Transit # 14733

Royal Bank of Canada. 5575 North Service Rd. Burlington, ON L7L 6M1

FROM:

Shagufta Abbasi

leasedocscentral@rbc.com

Telephone Number Facsimile Number

SUBJECT:

Contract No: 571445618-201000072592

DATE: February 21, 2023

We are pleased to enclose for your review and execution, the required documentation covering the acquisition and financing of Trailers. If you are receiving this package by facsimile, please ensure that it is printed on plain paper (not thermal paper).

DOCUMENTS ENCLOSED

Description & Instructions

Package 1:

Conditional Sales Contract Payment Schedule CSC Foreign Exchange Addendum - CSC **CPSA CSC**

Package 2:

Insurance Requirements CSC Direction to Agent (Vehicle) Lease CSC

SPECIAL INSTRUCTIONS

Please sign and return the enclosed documents (MUST INCLUDE ALL PAGES) at your earliest convenience via the email address or fax number provided below and retain a copy of the signed documents for your records.

Should you have any questions or concerns regarding the documents, please do not hesitate to contact me directly.

We thank you for your business and for the opportunity to provide our leasing services to you.

This email/fax may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this email/fax or the information it contains by other than an intended recipient is unauthorized. If you received this email/fax in error, please advise the sender (by return email/fax or otherwise) immediately.

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Conditional Sales Contract

(Fixed)

Purchaser # 571445618

Purchasers Name: TYSON TRUCKING GROUP LTD.

Conditional Sales Contract # 201000072592

Sellers Name: Breadner Trailers (US)

Street Address: 5185 Fountain St North City: Breslau

Postal Code: N0B1M0 GST Registration Number: QST Registration Number:

Landlord Name & Address:

7. Cash Down Payment

StreetAddress: 33 Bachelor St Prov: Ontario

City: Brampton

Postal Code: L7A 5B1

Prov: Ontario

GST Registration Number: QST Registration Number:

The Seller sells and the Purchaser (all purchasers jointly and severally) purchases and agrees to pay for, subject to the terms and conditions of this Conditional Sales Contract (the "Contract"), the property described below, together with all accessories, attachments and additional parts supplied with that property, (collectively, the "Equipment") receipt of which in good condition and as ordered is hereby acknowledged by the Purchaser.

Description of Equipment and Terms of Sale

	New or		Trade Name (Make) and			Cash Price
Quantity	Used	Model Year	Model	Serial No. / Engine No.	Serial No. / Engine No.	Casii File
-				3H3V532K8RS087100	3H3V532K5RS087135	
	ľ			3H3V532K8RS087131	3H3V532K4RS087255	\$633,310.03
9	New	2024	Hyundai Composite	3H3V532KXRS087132	3H3V532K6RS087256	*subject to FX rate
l			Trailers	3H3V532K1RS087133	3H3V532K8RS087257	Each unit price is
1				3H3V532	K3RS087134	approx. \$70,367.78

Equipment Location (If other than above) 33 Bachelor St. Brampton, Ontario L7A5B1 Canada

\$633,310.03 INSURANCE - Coverage required by this Contract has been placed 1. Cash Price (including accessories and other costs) Insurer Name: 2. Trade in Allow ance (insert description of trade) \$0.00 Insurer's Address: Schedule of Installment Payments \$0.00 3. Lien (deduct) From (Inclusive) To (Inclusive) Amount of \$633,310.03 No. of Subtotal of Selling Price each Payment Installments М ח Υ М D Υ \$82,330.29 5. GST or HST (if applicable) 21 21 2023 02 2028 *refer to \$0.00 60 03 6. Provincial Sales Tax

schedule \$715,640.32 8. Principal Amount to Finance *subject to FX rate ("Principal Sum") Fees Due to Royal Bank (From Purchaser and \$825.00 Payable upon Assignment from Seller)

\$0.00

THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT. THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE

payment

AGREEM ENT.

Payments

The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from February 21, 2023 in

(a) 60 monthly installments, which include Principal and Interest; of *refer to payment schedule each paid in arrears. (the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on March 21, 2023 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including February 21, 2028 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and Interest will be paid by the Purchaser on the Final Installment Date.

Interest Rates

6.24% per annum

2. U Variable Rate

The following provisions apply only if the Purchaser has selected a Variable Rate:

Index Rate: N/A

Interest Rate: Index Rate plus N/A % per annum

In this Section:

- (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the Initial Installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month.
- (b) "CDOR' means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date.
- (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of Royal Bank US Base Rate, New York) before the first day of that Adjustment Period.
- (d) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada.
- (f) "Royal Bank US Base Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency.

The rate of interest on the Principal Sumoutstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each Installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the Installment Date in respect of that Interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the Installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Payment due on any relevant Installment Date. In no event shall the effective interest rate payable by the Borrow er under any Facility be less than zero.

Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one.

Signatories for Purchaser and Seller certify that they have the authority to execute this Contract.

Contract Date: February 21, 2023	
Legal Name of Seller:	Legal Name of Purchaser:
Breadner Trailers (US)	TYSON TRUCKING GROUP LTD.
By:Authorized Signature and Title	By: Authorized Signature and Title
By:Authorized Signature and Title	By: Authorized Signature and Title

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

The Purchaser takes notice, and the Seller acknowledges that this Contract will be assigned to Royal Bank of Canada ("Royal Bank") and, upon such assignment, the Principal Sum, interest and all other sums owing hereunder shall be paid to Royal Bank.

TTLE

Title to the Equipment shall remain the property of the Seller, at the Purchasers' risk. The Purchaser shall have no right or interest in the Equipment until the Principal Sum, interest and all other sums owing hereunder have been paid in full. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property

MAINTENANCE, INSTALLATION, LOCATION AND INSPECTION The Purchaser shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Equipment shall be located and used at the address of the Purchaser or at the Equipment location shown in this Contract, and shall not be removed from that location without the written consent of the Seller. The Equipment shall at all times be and remain personal or moveable property regardless of the manner in which it may be attached or affixed to or in bedded in any land or other real or immoveable property. The Purchaser agrees to obtain a waiver from any landlord, mortgagee, hypothecary or other encumbrancer of, or any other person having an interest in, the land or premises where the Equipment is located if required by and in a form satisfactory to the Seller. The Purchaser shall, at its sole cost: (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whateverthe cause; and (b) furnish any parts or anything else required to keep the Equipment in good working order and repair. Any of those parts or other things shall form part of the Equipment and become the property of the Seller, and shall be free of any security interests or other interests of any third parties. The Purchaser shall not, w ithout the prior w ritten consent of the Seller, make any alteration, additions or improvements to the Equipment. The Seller, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

INSURANCE

The Purchaser shall, while this Contract is in effect, at its sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to the Seller, as follows: (a) "all risks" insurance against the loss of or damage to the Equipment for its full replacement value; (b) public liability and property damage insurance, including environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation, possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that the Seller may reasonably require. All policies shall name the Seller as an additional insured, co-loss payee, and shall contain provisions prohibiting termination of the policy except upon thirty days' notice by the insurer to the Seller. The Purchaser shall provide the Seller with certificates (or, at the Seller's request, certified copies) of the insurance policies, and evidence of their renew allor replacement from time to time. The purchase and maintenance of this insurance by the Purchaser shall not excuse or relieve it from any of its obligations under this Contract. LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT

The Purchaser shall bear the risk of any theft, loss or destruction of or damage to the Equipment. The Purchaser acknowledges that none of these events will in any way affect its obligations under this Contract, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Purchaser under this Contract actually received by the Seller. If the Equipment, or any item thereof, is lost, stolen, damaged or destroyed beyond repair and is not covered by insurance in the amount required by paragraph 4, or in the event of any condemnation, confiscation, seizure or expropriation of such item, the Purchaser shall pay to the Seller the Loss Value of such item, less the amount of any insurance proceeds or compensation actually received by the Seller, at which time the Seller will transfer to the Purchaser, without recourse or warranty, all of its right, title and interest in such item of Equipment.

LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind w hatsoever, and shall immediately take any action w hich may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or

with respect to the use or operation of the Equipment. If any taxes are assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that it has personally selected each Equipment and each part of same, and that the Equipment is of a manufacturer, size, design and capacity specified by it. The Seller hereby assigns and expressly conveys to the Purchaser any representation or warranty in its favour, either express or implied with respect to the Equipment, made by the manufacturer or resulting from the sale of the Equipment to the Seller by any supplier. The Purchaser acknowledges that the Seller has made no representation or warranty with respect to the fitness. performance, warranty or suitability of any of the Equipment for the purposes of the Purchaser or any other representation or warranty, expressed or implied with respect to the Equipment. The Purchaser acknowledges that the Seller has no responsibility to the Purchaser for any warranties, quarantees or other undertakings made by the manufacturer or supplier of the Equipment. The Seller and the Purchaser hereby acknowledge that any failure by the Seller or any other person to comply with such representations and warranties shall not limit, reduce or otherwise affect the Purchaser's obligations to the Royal Bank. Furthermore, but without limiting the generality of the foregoing:

a) Royal Bank shall not be bound by or be deemed to have made or be liable for any representation, warranty or promise by the Seller, any supplier

or the manufacturer or any other person;

b) Royal Bank shall not be liable for any failure of the Equipment, including any latent, hidden or apparent defect or alleged fundamental breach of this agreement or any other agreement with the Seller, any supplier, the manufacturer;

c) Neither Royal Bank nor any of its employees, servants or agents has made and does not make any representation or warranty whatsoever, express or implied, with respect to the Equipment or any intellectual or industrial property rights therein, including without limitation, the design specification, condition, quality, durability, merchantability or fitness for

Purchaser's purposes; and

d) Royal Bank shall have no liability for any direct, indirect, punitive, exemplary, material or corporal, special or consequential damages or loss of profits, actual or anticipated or for any other damages based on civil or other liability directly or indirectly from Royal Bank's, the Seller's, any supplier's or the manufacturer's negligence or that of any other person. As between the Royal Bank and the Purchaser, the Equipment has been sold to Purchaser "as is, w here is", at Purchaser's ow n risk and peril (in its then actual state of repair, maintenance and location) without any representation or warranty as to title or any other matter by the Royal Bank. Nothing herein shall deprive Purchaser of its rights against the Seller, any supplier or the manufacturer or any person other than the Royal Bank its employees, servant or agents.

No defence, write-off, set-off, or counter-claim to which the Purchaser may be entitled against the Seller, any supplier or manufacturer of the Equipment, or any other person, shall limit, reduce, or otherwise affect the Purchaser's liability toward Royal Bank, including the obligation to pay the Principal Sum and other amounts payable under this Contract.

PURCHASER'S REPRESENTATION AND WARRANTIES

The Purchaser represents and warrants that:

a) it carries on business and the Equipment will be used exclusively for the purposes of carrying on such business; b) the Purchaser owns the trade-in referred to on the front side hereof free

and clear of all liens, charges and encumbrances;

c) information provided in any credit application to the Seller or its assignees was true and was provided to induce the Seller to enter this Contract;

d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents; e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;

f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;

g) there are no actions, suits or proceedings pending or to the know ledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets w hich, in the reasonable and bona fide opinion of the Purchaser, may have any material adverse effect on the financing condition or business of the Purchaser;

h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;

i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

9. INDEMNITY OF THE SELLER

The Purchaser shall indemnify and hold harmless the Seller from any loss, claims, cost, damage, expense, actions or liabilities, including without limitation, financial arrangements and legal fees which the Seller may suffer or incur.

(a) due to the failure of the Purchaser to perform any of its obligations under this Contract; or

(b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment. If the Purchaser fails to perform any of its obligations under the Contract, the Seller may, but shall not be obligated to, performany of those obligations, and the Purchaser shall pay to the Seller, immediately upon written demand, an amount equal to the expense incurred by the Seller in performing those obligations. This indemnity shall survive the termination of this Contract.

10. FORESEEABLE DAMAGES

The Purchaser acknow ledges that (a) the Seller financed the Equipment at the Purchaser's request (b) the Seller may incur certain set-up costs and disbursements with respect to the Contract which it intends to amortize and recover over the Term; and (c) the Seller may finance its cost of acquisition of the Equipment with a third party financier and any premature termination of that financing may expose the Seller to an increased liability. The Purchaser acknowledges that if there is an Event of Default, the Seller's return on its investment may be adversely affected. The Seller may, in addition to its immediate loss of interest on its investment, sustain and claim from the Purchaser other foreseeable damages which cannot be quantified on the date of execution of this Contract. They may include, without limitation, unanticipated increased administrative costs, amortized but uncovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financiers (all of which are collectively referred to as "Foreseeable Damages").

11 EVENTS OF DEFAULT

Time is of the essence of this Contract. Any of the following is an "Event of Default" under this Contract:

(a) Failure by the Purchaser to pay any amount payable under this Contract when due.

(b) Failure by the Purchaser to performany of its other obligations under this Contract.

(c) Failure of the Purchaser to perform any obligation it may have under any other agreement with Royal Bank.

(d) The bankruptcy or insolvency of the Purchaser, the filing against the Purchaser of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Purchaser, the appointment of a receiver or trustee for the Purchaser or for any assets of the Purchaser or the institution by or against the Purchaser of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Purchaser of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Purchaser.

(e) The amalgamation of the Purchaser with another corporation or corporations, or continuation of the Purchaser under a statute other than the statute under which it exists at the date of execution of this Contract.

(f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.

12. THE SELLER'S REMEDIES ON DEFAULT

(a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the 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 for the Purchaser, 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 the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.

(b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated

damages and not as a penalty as follows:

i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) if the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus

ii) the amount of any Foreseeable Damages suffered or sustained by

the Seller and not recovered pursuant to subparagraph (i); plus

iii) any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less

where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller (c) If the Seller has leased the Equipment under Section 12(a), it may demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.

(d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender,

removal or disposal of the Equipment.

(e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

This Contract cannot be canceled or terminated except as expressly provided in it, and shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The Seller may assign its interest in this Contract or any monies payable by the Purchaser under this Contract, without notice to the Purchaser, provided that no such assignment shall release the Seller from any of its obligations under this Contract. The Purchaser agrees to recognize any assignment by the Seller and attorn to the assignee, and agrees that if the Seller defaults under any of its obligations under this Contract, the Purchaser will not, as against any assignee, terminate this Contract or exercise any right of set-off.

14. WAIVER OF STATUTORY RIGHTS

Purchaser waives its rights to receive a copy of any financing statement or financing change statement registered by the Seller or any verification statement with respect to any financing statement or financing change statement registered by the Seller (applies in all PPSA provinces except Ontario). If Purchaser is a corporation, the Limitation of Civil Rights Act of Saskatchew an or any provision of that Act shall have no application to this Contract.

GOVERNING LAW

This Contract shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Contract.

BINDING EFFECT

15.

Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Seller or Purchaser by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Bectronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Seller or Purchaser, as applicable, even if the Electronic Communication was not actually by or from Seller or Purchaser or a person representing Seller or Purchaser or differs in any way from any previous

Electronic Communication. Seller and Purchaser shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Seller and Purchaser each waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Seller and Purchaser each waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

17. INFORMATION

Each of Purchaser and Seller hereby consents and authorizes Royal Bank and its Affiliates, agents, contractors and representatives, at any time: a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to each of Purchaser and Seller ("Information"), as Royal Bank deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any Information with, third parties concerning each of Purchaser's and Seller's credit rating, financial capacity and payment history; c) to provide Information to persons to whom Royal Bank considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

<u>Assignment</u>

Signature & Title

FOR VALUE RECEIVED the Seller assigns, transfers and sets over to Royal Bank of Canada ("Royal Bank") the above Contract, all of the Seller's rights, title and interest in and to the Contract, the Equipment described therein, all guarantee's and additional security with respect thereto, including all amounts now owing or hereafterowing or payable under the Contract. The Seller agrees that Royal Bank may set off any reserve, holdback proceeds of this or any similar contract against any indebtedness of Seller to Royal Bank in the absolute discretion of Royal Bank and authorizes Royal Bank either in its own name or the name of the Seller, to do every act and thing necessary to collect and discharge the same.

The Seller warrants that title to the Equipment at the time of sale and is now vested in the Seller free of taxes, liens, charges and encumbrances except the foregoing Contract; it has the right to assign such title; this Contract, the cash payment and/or trade in set forth in the Contract were made by the Purchaser and no part was loaned by the Seller to the Purchaser; the Contract is in full force and effect, is valid and enforceable, the Contract is the only agreement with respect to the Equipment; all statements contained herein are true; the Equipment has been delivered to and accepted by the Purchaser in condition satisfactory to the Purchaser; Seller has and will comply with all its warranties and other obligations under the Contract; there have been no representations or warranties made by the Seller to the Purchaser which are not contained in the Contract; and the Purchaser has no defences, set-offs or counterclaims which would impair the validity or value of the Contract or Purchaser's obligations thereunder. Seller shall have no authority without prior written Royal Bank consent to accept payment, or other collection, repossess or consent to the return of the Equipment or to modify the terms of the Contract or Purchaser's obligations thereunder. This Assignment shall be binding on the successors and assignees of the Seller and shall enure to the benefit of Royal Bank, its successors, and assignees. If the Seller breaches any of the foregoing warranties, the Seller shall immediately upon demand by Royal Bank purchase all of Royal Bank's rights to the Contract and the Equipment for an amount equal to the Loss Value as defined in paragraph 12.

paragraph 12.		
Assignment to: Address:	Royal Bank of Canada (herein called the "Royal Bank") 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	Date:
The Contract is hereby assigned to Royal Bank WITH RECOURSE* in accordance with the "Seller's Assignment and Agreement" above (check one below)		The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
100% of all payments owed by the Purchaser under this Contract		Seller's Name: <u>BREADNER_TRAILERS (US)</u> (Insert full legal Name in Capitals)
OR		
	o or until payments have been received by	Signature & Title
Seller's Nam	e: <u>Breadner Trailers (US)</u>	
•		

*IF THE SELLER HAS ENDORSED WITH FULL OR PARTIAL RECOURSE THE FOLLOWING ADDITIONAL CONDITIONS SHALL APPLY TO THE SELLER'S ASSIGNMENT AND AGREMENT. The Seller agrees to indemnify and save harmless Royal Bank, to the extent set out above, from any loss under or arising out of the Contract and upon default of the Purchaser thereunder shall pay to Royal Bank upon demand an amount equal to the percentage specified below of any of any such loss, whether or not at the same time of demand Royal Bank shall have exercised all or any of its remedies against the Purchaser or any obligor or the Equipment. Royal Bank's loss for the purpose of this indemnity shall be the Loss Value unpaid under the Contract as defined in paragraph 12, including any deficiency from the such amount after the repossession and resale of the Equipment approvided therein. The Seller agrees that its liability hereunder shall not be affected by any settlement, indulgence, extens ion of credit or variation of terms of the Contract, nor by any failure on the part of Royal Bank in asserting its rights, nor by any loss, depreciation of or damage to the Equipment, nor by any omission in filing or recording the Contract or any security agreement or any renew all thereof by Royal Bank, nor by any failure to perfect or maintain the perfection of the security interest created by the Contract, nor the assignment by Royal Bank of its interest in the Equipment, the Contract or this agreement by the Seller, nor by the inability of Royal Bank by reason of law or otherwise to enforce the Contract or any security agreement, nor by the termination for any cause w hatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature by the termination for any cause w hatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature by the termination for any cause w hatsoever of any right of Royal Bank against the Purchaser or any guarantor, endorser or surety of any nature by the term

Foreign Exchange Addendum Between Royal Bank of Canada ("RBC") and TYSON TRUCKING GROUP LTD. ("Purchaser")

This addendum forms part of and is incorporated into a Conditional Sales Contract #571445618-201000072592 between RBC and the Purchaser, such conditional sale contract having been signed by the Purchaser on February 21, 2023. Capitalized terms used in this addendum and not defined herein have the same meanings as set out in such Conditional Sales contract.

Purchaser acknowledges that RBC is required to pay both the purchase price for the Equipment and all applicable duties and taxes in Seller's local currency. For this purpose, RBC will purchase the appropriate currency at such time, in such amounts, and on such terms as RBC in its sole discretion, considers advisable in the circumstances.

The foreign exchange rate used to prepare the Conditional Sales Contract #571445618-201000072592 was 1.35990 (hereinafter called the "Currency Rate") on the abovementioned date.

Whenever there is a difference between RBC's actual total cost, in Canadian Funds, for the Equipment and the Estimated Total Cost thereof, in Canadian Funds, of \$715,640.32 (as calculated by RBC based on the Currency Rate) by reason of any change in any applicable rate of foreign currency exchange between the date of execution of this Conditional Sales Contract by the Purchaser and the date of purchase of the Equipment, RBC shall calculate the amount of such difference and thereafter advise the Purchaser of the same. In the event that RBC's actual total cost for the Equipment is greater or lesser than the Estimated Total Cost thereof, RBC shall adjust the payments to reflect the increase or decrease in total cost. The Purchaser agrees to pay the adjusted payments as if the same had originally been set forth in the Conditional Sales Contract. RBC will provide notification of any adjustments within 15 days of purchasing the foreign currency, in writing to the Purchaser's address shown on the Conditional Sales Contract.

In the event that RBC purchases foreign currency as aforesaid for the purpose of making payment to the Seller or RBC enters into a foreign exchange contract for such purpose and such foreign currency is not required by RBC for any reason, the Purchaser shall forthwith upon demand pay to RBC any net loss or expense incurred by RBC as a result of or in connection with the resale or disposition of such foreign currency or the termination of such foreign exchange contract.

ROYAL BANK OF CANADA "RBC"

TYSON TRUCKING GROUP LTD. "PURCHASER"

Bv.

Eugene Basolini

Head, Equipment Finance Solution Centre

Title:

Title:

Rev 07/17

® Registered trademark of Royal Bank of Canada

This is the Payment Schedule attached to and forming part of Conditional Sales Contract No. 571445618-201000072592 (the "CSC") between <a href="https://doi.org/10.1001/journal.com/state/en/linearing/linearing/en/l

Number of			Amount of Each
Installment Payments	From (Inclusive)	To (Inclusive)	Installment Payment
	21-Mar-2023	20-Apr-2023	\$12,337.28
1	21-Apr-2023	20-May-2023	\$12,337.28
1	21-Apr-2023 21-May-2023	20-Jun-2023	\$94,667.57
1	21-Jun-2023	20-Jul-2023	\$12,337.28
1	21-Jul-2023 21-Jul-2023	20-Aug-2023	\$12,337.28
1	21-Aug-2023	20-Sep-2023	\$12,337.28
1	21-Sep-2023	20-Oct-2023	\$12,337.28
1	21-Oct-2023	20-Nov-2023	\$12,337.28
1	21-Nov-2023	20-Dec-2023	\$12,337.28
1	21-Nov-2023 21-Dec-2023	20-Jan-2024	\$12,337.28
1 1	21-Jan-2024	20-Feb-2024	\$12,337.28
1	21-Feb-2024	20-Mar-2024	\$12,337.28
1	21-Mar-2024	20-Apr-2024	\$12,337.28
1	21-Apr-2024	20-May-2024	\$12,337.28
1	21-May-2024	20-Jun-2024	\$12,337.28
1	21-Jun-2024	20-Jul-2024	\$12,337.28
1	21-Jul-2024	20-Aug-2024	\$12,337.28
1	21-Aug-2024	20-Sep-2024	\$12,337.28
1	21-Sep-2024	20-Oct-2024	\$12,337.28
1	21-Oct-2024	20-Nov-2024	\$12,337.28
1	21-Nov-2024	20-Dec-2024	\$12,337.28
1	21-Dec-2024	20-Jan-2025	\$12,337.28
1	21-Jan-2025	20-Feb-2025	\$12,337.28
1	21-Feb-2025	20-Mar-2025	\$12,337.28
1	21-Mar-2025	20-Apr-2025	\$12,337.28
1	21-Apr-2025	20-May-2025	\$12,337.28
1	21-May-2025	20-Jun-2025	\$12,337.28
1	21-Jun-2025	20-Jul-2025	\$12,337.28
1	21-Jul-2025	20-Aug-2025	\$12,337.28
1	21-Aug-2025	20-Sep-2025	\$12,337.28
1	21-Sep-2025	20-Oct-2025	\$12,337.28
1	21-Oct-2025	20-Nov-2025	\$12,337.28
1	21-Nov-2025	20-Dec-2025	\$12,337.28
1	21-Dec-2025	20-Jan-2026	\$12,337.28
1	21-Jan-2026	20-Feb-2026	\$12,337.28 \$40,337.28
1	21-Feb-2026	20-Mar-2026	\$12,337.28
1	21-Mar-2026	20-Apr-2026	\$12,337.28
1	21-Apr-2026	20-May-2026	\$12,337.28
1	21-May-2026	20-Jun-2026	\$12,337.28 \$12,337.28
1	21-Jun-2026	20-Jul-2026	\$12,337.28 \$12,337.28
1	21-Jul-2026	20-Aug-2026	
1	21-Aug-2026	20-Sep-2026	\$12,337.28 \$12,337.28
1	21-Sep-2026	20-Oct-2026	\$12,337.28
1	21-Oct-2026	20-Nov-2026	\$12,337.28
1	21-Nov-2026	20-Dec-2026	\$12,337.28
1	21-Dec-2026	20-Jan-2027 20-Feb-2027	\$12,337.28
· 1	21-Jan-2027	20-Mar-2027	\$12,337.28
1	21-Feb-2027	20-Apr-2027	\$12,337.28
1	21-Mar-2027	20-Api-2027 20-May-2027	\$12,337.28
1	21-Apr-2027	20-Jun-2027	\$12,337.28
1	21-May-2027 21-Jun-2027	20-Jul-2027	\$12,337.28
1	21-Jul-2027 21-Jul-2027	20-Aug-2027	\$12,337.28
1	21-Jui-2027 21-Aug-2027	20-Sep-2027	\$12,337.28
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Number of Installment Payments	From (Inclusive)	To (Inclusive)	Amount of Each Installment Payment
1	21-Sep-2027	20-Oct-2027	\$12,337.28
1	21-Oct-2027	20-Nov-2027	\$12,337.28
1	21-Nov-2027	20-Dec-2027	\$12,337.28
1	21-Dec-2027	20-Jan-2028	\$12,337.28
1	21-Jan-2028	20-Feb-2028	\$12,337.28
1	21-Feb-2028	20-Mar-2028	\$12,337.28

Initialed by (Seller) Breadner Trailers (US)

Initialed by (Purchaser)
TYSON TRUCKING GROUP LTD.



Corporate Payments Service Agreement (Conditional Sales Contract)

CUSTOMER NAME:

TYSON TRUCKING GROUP LTD.

ADDRESS:

33 Bachelor St

CITY: Brampton PROVINCE: Ontario

POSTAL CODE: L7A 5B1

The purpose of the Corporate Payment Service Agreement between TYSON TRUCKING GROUP LTD. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making payments, fees and/or charges as more fully described under Conditional Sales Contract Number 571445618 - 201000072592 ("CSC") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the CSC and be processed at any time and from time to time beginning March 21, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon w hich Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution Transit Number of Financial Institution and Branch Royal Bank of Canada

02214 003

Account Number

1004878

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Payor or of a representative of the Payor as being authorized, valid and binding on the Payor, even if the signature was not, in fact, signed by the Payor or its representative. The Payor will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Payor 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.

Dated the 23 day of FEB , 2023

ROYAL BANK OF CANADA

Per.

Eugene Basolini

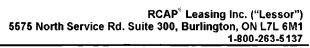
Head, Equipment Finance Solution Centre

Royal Bank of Canada 5575 North Service Rd., Suite 300 Burlington, ON L7L 6M1

Tel: 1-866-876-3672

TYSON TRUCKING GROUP LTD.

Client No.	Contract No.	Payment Amount		FOR OFFICE USE ONLY
571445618	201000072592	*refer to payment schedule		





				LEAS	CONTRACT#	5	81081 - 79789	
Ž	LESSEE NAME: T	YSON TRUCKING GROUP I	LTD					
LESSEE INFORMATION	CO-LESSEE NAME:							
ESS	ADDRESS: 3	3 BACHELOR ST					CITY: BRAN	IPTON .
1 E	PROVINCE: C	DN		POSTAL C	ODE: L7A 5B1		FAX#;	
≥	CONTACT:		РНО	NE #:			EMAIL:	
EQUIPMENT INFORMATION	EQUIPMENT DESCRIPTION (1) NEW 2024 VOLVO VNI	ON: L64T 760 VIN 4V4NC9EH1RI	N634356					
		. <u>-</u>			SUPF	LIER:	CALMONT LEASING	LTD O/A CALMONT
	EQUIPMENT LOCATION:	_	NO. OF PAY	/MENTS:	Downsont #1		Other	Tatal
PAYMENT TERMS	TERM: (In months)	MONTHLY/QUARTERLY /OTHER:	NO. OF PA		Payment #1 \$3,862.01 (plus applicable ta	xes)	\$0.00 (plus applicable taxes)	Total \$3,862.01 (plus applicable taxes)
PAY	72	Monthly	NO. OF PAY	/MENTS,:	Payment #2		Other	Total
					(plus applicable ta	xes)	(plus applicable taxes)	(plus applicable taxes)
PRE-AUTHORIZED DEBIT PLAN (PAD)	institution noted in Less branch or financial instit Lessee acknowledges to the first day of the mont Lessee to cancel such a scheduled. If Lessee facharge of \$5.00 plus ap Lessee hereby waives including but not limit thereon) owed by Les Lessee of such assignassignee's name. Lessor acknowledges to Contract. Lessee may cancellation. Execution cheque or other form to Contract relating to autionly.	Lessor acknowledges that Lessee has certain recourse and other rights with respect to the amounts and continuation of PADs under this Contract. Lessee may contact their financial institution or visit www.cdnpay.ca for more information and to obtain forms for reimburser cancellation. Execution of this Lease Contract in the space provided below (facsimile accepted) together with provision to Lessor by Lessee o cheque or other form to provide Lessor with Lessee's banking information shall constitute acceptance by Lessee and Lessor of all terms in this Contract relating to authorization of PAD. Lessee acknowledges that payments made by PAD under this Lease Contract are for business put				ation (or such other is Lease Contract. cified bank account on an notification from the the next debit is at the pay Lessor a service thanges to said amount penalties (and taxes the providing notice to being issued in the person by Lesse of a void or of all terms in this Lease are for business purposes		
D& A	By execution of this Lease Contract in the space provided below, Lessee certifies that all of the equipment referred to above and in any schedule to this Lease Contract (together with all accessories and attachments thereto which, in the case of computer or similar equipment shall include, but not be limited to, power cords, batteries, modems, cables, AC Adapters, slot covers, plastic panels, and knobs, the "Equipment") has been received by Lessee, that the Equipment is properly installed and in good working order and condition and, that the Equipment is, in all respects, satisfactory to Lessee and is accepted by Lessee for all purposes contemplated under this Lease Contract, ACCORDINGLY, BY EXECUTION OF THIS LEASE CONTRACT IN THE SPACE PROVIDED BELOW, LESSEE AUTHORIZES LESSOR TO PURCHASE THE EQUIPMENT.							
CONTRACT EXECUTION	By execution of this Lea accepted the terms and PAD and the above term	ease Contract to the term RUCKING GROUP LTD WEERE T BHULLAR	Contract that a and acceptan "Lessee" sha	are set forth nce ("D&A")	on the attached pa of the Equipment. It d refer to each of L CO-LESSEE NAM BY: PRINT NAME: TITLE: LEASE COMMENT Notwithstanding Contract shall no	ges, the Each of Lessee a EE: CEMENT anythir of become	e above terms and conthe parties hereto ackand Co-Lessee, as apparted to the parties hereto ackand Co-Lessee, as apparted to the parties of DATE: 1 OCTOBE and contained herein to the parties of binding obligation	nditions relating to the knowledge and agree that plicable.

PLEASE SIGN WHERE INDICATED (O)

TERMS & CONDITIONS OF LEASE

- 1. NON-CANCELLABLE CONTRACT. This Lease Contract cannot be cancelled except as expressly provided for herein.
- 2. RENTAL. Lessee shall pay to Lessor on the first day of each payment period the periodic rental amount set forth herein. The first rental payment is due upon execution of this Lease Contract by Lessee. If the rental payment includes the cost of a service contract, Lessee agrees to increase the rental payment by the amount of any increase in the cost of such service contract as may be imposed by the supplier thereof during the Term of this Lease Contract. Lessee hereby agrees to pay a daily rental for the period from the date of delivery and installation of the Equipment to the Lease Commencement Date calculated based upon the full periodic rental amount pro-rated to the number of days in such period. Lessee's obligation to pay rent and its other obligations under this Lease Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.
- 3. DEPOSIT. If requested by Lessor, Lessee shall deposit with Lessor simultaneously with the first rental payment, a non-interest bearing deposit which will be refunded to Lessee upon the expiry of this Lease Contract provided that Lessee has made all payments to Lessor, rent and otherwise, as required by the terms of this Lease Contract. Lessor shall retain, as a genuine pre-estimate by the parties of Lessor's damages and not as a penalty, any advance payment made by Lessee in contemplation of completion of this Lease Contract if this Lease Contract is not finalized for any reason other than the rejection of Lessee's credit application by Lessor.
- 4. OWNERSHIP, LOCATION AND USE. The Equipment remains the property of Lessor and under no circumstances shall title pass to Lessee during the Term of this Lease Contract, except as expressly provided herein. The Equipment shall be located and used at Lessee's place of business as set forth herein and may not be moved without the prior written consent of Lessor, Lessee warrants that the Equipment is being rented and will be used for business and commercial purposes only. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order and shall furnish all parts and servicing as required.
- 5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor, manufacturer and specifications of the Equipment were selected by Lessee for the purpose of this Lease Contract. Lessor makes no warranty, express, implied, or legal, as to any matter whatsoever including the condition of the Equipment, its merchantability or its fitness for any particular purpose and as to Lessor, Lessee is renting the Equipment on an as is basis. In no event shall Lessor have any lability for, nor shall Lessee have any remedy against Lessor for, consequential, special, incidental or punitive damages or any loss of profits or savings, loss of use, or any other commercial loss in connection with this Lease Contract and the Equipment. Lessee agrees to indemnify and hold harmless Lessor from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising out of, connected with or resulting from the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the vendor or manufacturer of the Equipment or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the vendor or manufacturer of the Equipment and shall nevertheless pay to Lessor all amounts payable under this Lease Contract. Lessee acknowledges that Lessor is not an agent of the manufacturer or vendor of the Equipment and that the vendor and manufacturer of the Equipment are not agents of Lessor. To the extent that they are assignable, all warranties from the vendor and manufacturer in respect of the Equipment are hereby assigned to Lessee acknowledges that its name has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form (not applicable in the Province of Québec).
- 6. EQUIPMENT TO REMAIN PERSONAL PROPERTY. Lessor and Lessee hereby agree that the Equipment shall always remain and be deemed personal or movable property even though the Equipment may hereafter become attached or affixed to realty. Lessee shall be responsible for the installation and removal of the Equipment and shall indemnify and save Lessor harmless from any damage to any real estate, building or structure arising from the installation or removal of the Equipment, Lessee shall not, without the prior written consent of Lessor, make any alterations, additions or improvements to the Equipment All such alterations, additions and improvements shall become part of the Equipment and shall be the property of Lessor. Lessor shall have access to the Equipment at all reasonable times for the purpose of inspecting the Equipment.
- 7. LAWS, TAXES AND FEES. Lessee shall, at its sole expense, comply with all laws, regulations and orders relating to this Lease Contract and the Equipment and agrees to pay when due all license fees, assessments and all other taxes or penalties and interest now or hereafter imposed in respect of the Equipment, its use or any interest therein, or any rental payments, including, but not limited to, all federal, provincial or local taxes however designated, levied or assessed, whether upon Lessee, Lessor or the Equipment or its sale, lease, ownership, use or operation (but excluding income and capital taxes of Lessor). Lessee acknowledges that Lessor may file a financing statement or similar registration with respect to this Lease Contract so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all rights to notice as may be applicable under any such registration of this Lease Contract, including without limitation, notice of any financing statement, financing change statement or amendment. Lessee agrees to pay to Lessor a minimum documentation fee of \$100.00 to be billed with the first rental payment to cover the account set-up administration and registration costs of Lessor. Lessee also agrees to pay a fee of \$5.00 for each rental invoice, notice or statement produced and sent to Lessee should payment hereunder, for whatever reason, not be made by pre-authorized means.
- 8. ASSIGNMENT. Lessee agrees not to transfer, sell, assign, sublet, pledge or encumber either the Equipment or any part of the Equipment or any rights or obligations under this Lease Contract without the prior written consent of Lessor and, notwithstanding Lessor's consent, Lessee, its heirs, executors, liquidators, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable (or solidarily liable if the laws of the Province of Québec apply) under this Lease Contract together with Lessee's assignee or sub-lessee. Lessor shall be paid a minimum fee of \$400.00 on account of its processing costs associated with an assignment or sub-lease. Lessor may at any time assign all or part of its right, title and interest in this Lease Contract and the Equipment and Lessor may grant security interests in the Equipment subject to Lessee's rights therein as set forth in this Lease Contract and, in such events, all of the provisions of this Lease Contract for the benefit of Lessor shall inure to the benefit of Lessor's assignee but such assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee. All rental payments due and to become due under this Lease Contract and assigned by Lessor shall be paid directly to Lessor's assignee upon written notice of such assignment to Lessee and the right of such assignee to the payment of assigned rentals and the performance of all Lessee's obligations and to exercise any other rights of Lessor hereunder shall not be subject to any defense, counterclaim or set-off which Lessee may have or assert against Lessor's assignee.
- 9. TERMINATION AND RENEWAL. Upon termination of this Lease Contract, Lessee may, at its own expense, deliver the Equipment to Lessor at such place as Lessor may designate in writing. The Equipment shall be delivered to Lessor in good order and repair except that ordinary wear and tear shall be accepted. In the case of computer or similar Equipment, Lessee shall remove all confidential data and all passwords and security protection from hard drives and other storage media and shall return such Equipment boxed with units in padded carrying cases or bubble wrap. Lessee shall give Lessor 90 days written notice prior to termination of this Lease Contract of its intention to return the Equipment. If Lessee chooses to return the Equipment upon the termination of this Lease Contract but returns it incomplete, Lessee shall be fully liable to Lessor for the value of the unreturned components as determined by Lessor. If Lessee does not return the Equipment to Lessor upon the termination of this Lease Contract in accordance with the terms of this paragraph, then this Lease Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic rental payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Lease Contract.
- 10. INSURANCE. Lessee assumes the entire risk of loss or damage to the Equipment from any cause whatsoever. No loss or damage to the Equipment or any part thereof, shall affect or impair the obligations of Lessee hereunder which shall continue in full force and effect. Lessee shall obtain and maintain for the entire term of this Lease Contract, at its own expense, insurance against loss or damage to the Equipment including without limitation, loss by fire and theft, naming Lessor as the sole loss payee. The amount of insurance covering damage to or loss of the Equipment shall not be less than the full replacement value of the Equipment. Such insurance and written evidence thereof shall be delivered to Lessor's designee upon request and must be satisfactory to Lessor. If Lessee fails to provide such evidence within 60 days of any request to do so, then Lessor shall have the right, but not the obligation, to have Lessor's own insurance placed at Lessee's expense. Lessor may at Lessor's discretion use Lessor's insurance on the Equipment at Lessee's expense until evidence of satisfactory insurance is received by Lessor or Lessor's designee. Lessee's expense shall include the full premium paid for Lessor's insurance (not reduced by any credit or refund or any other amount due or paid to Lessor or Lessor's affiliate with respect to Lessor's insurance) and any charges or fees of Lessor and of its designees associated with Lessor's insurance. Lessee shall pay such amounts in equal installments allocated to each lease payment plus interest on such amounts at 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less. In the event that any item of the Equipment shall become lost, stolen, destroyed or damaged beyond repair

Page 2 of 4

for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee shall promptly pay to Lessor an amount equal to (1) the cost that the subject lease is based on and (2) the amount of income earned by Lessor to the date of repudiation as determined by generally accepted and standard accounting principles as they pertain to installment payment transaction and (3) the amount of any sales taxes remitted by Lessor in respect to Lessee's unpaid payments less the total of the rental payments and unencumbered rental deposits, if any, not including sales taxes, made by Lessee.

- 11. COLLECTION CHARGES. If any part of any sum is not paid when due, Lessee agrees to pay Lessor a late charge of ten dollars (\$10,00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum, If a cheque is returned to Lessor by Lessee's bank, Lessee agrees to pay Lessor a charge stipulated at the greater of \$75,00 or the actual bank charges to Lessor,
- 12. NOTICE. Until Lessor and Lessee notify each other of any new address in writing, any invoice or notice required by this Lease Contract or by law is validly given when mailed postage prepaid by first class mail to the address provided herein, subject to applicable law. Notwithstanding the foregoing, any invoice or notice can be validly sent electronically by the Lessor to the Lessee pursuant to section 22 of this Lease Contract, this clause being in addition to and not in substitution of clause 22 of this Lease Contract,
- 13. DEFAULT; REMEDIES. If Lessee fails to pay any rent or other amount herein provided within five (5) days after it is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease Contract, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under the Bankruptcy and Insolvency Act (Canada) or any amendment thereto, or if a receiver is appointed for Lessee or its property, or if Lessee becomes insolvent, makes an assignment for the benefit of creditors, offers a composition or extension of any of its indebtedness or if Lessee, without Lessor's prior written consent, attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment, or if Lessor deems the Equipment to be in jeopardy, or if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee, then the Lessee shall be considered to be in default under the terms of the Lease Contract. If the default is not remedied by Lessee within five (5) days of any written notice, then Lessor or its agent shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount of rent due or to become due under this Lease Contract immediately due and payable, without any further notice or demand to Lessee; (b) to sue for and recover from Lessee an amount equal to the unpaid balance of the rent due and to become due during the term of this Lease Contract; (c) terminate this Lease Contract and (d) to enter upon Lessee's premises, with or without notice, court order or other process of law, to take possession of any or all items of the Equipment without demand or notice wherever same may be located. Upon retaking possession of any or all items of the Equipment, Lessor may, at its option: (i) lease the repossessed Equipment, or any part thereof, to any third party on such terms and conditions as Lessor may determine; or (ii) sell the Equipment, or any part thereof at a public auction or by private sale on such terms and conditions as Lessor may determine. All not proceeds of the foregoing shall be applied against amounts owing pursuant to the terms of this Lease Contract after deducting all reasonable costs incurred in connection with such disposition. Lessee shall remain liable for any deficiency. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease Contract and shall not relieve Lessee of its original obligations herein unless Lessor expressly so notifies Lessee in writing. Should any legal proceedings be instituted by Lessor to recover any monies due and to become due herein or for the repossession of the Equipment, Lessee shall be liable for and pay for all reasonable attorneys' fees and costs incurred. Additionally, Lessee shall pay to Lessor as compensation for additional administrative and clerical work, an amount equal to 15% of the total amount payable hereunder. Interest on the total amount payable, at the rate of 18% per annum, will be calculated monthly from the date of default.
- 14. ENTIRE AGREEMENT. This Lease Contract contains the entire agreement between Lessor and Lessee and may not be modified except by a written agreement properly executed by Lessor and Lessee. Notwithstanding the foregoing, Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined, to fill in any blank spaces on this Lease Contract, to date the Lease Contract and to make such other clerical modifications as may be required. This Lease Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.
- 15. GOVERNING LAW. This Lease Contract shall be interpreted and enforced in accordance with the laws of the Province wherein the Equipment is located, To the extent permitted by law or statute and to the extent the same extends to and relates to this Lease Contract, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of The Limitation of Civil Rights Act (Saskatchewan), the Sale of Goods Act (British Columbia) and the Law of Property Act (Alberta) and any amendments thereto. For the purposes of the laws of the Province of Québec, this Lease Contract shall constitute a contract of leasing pursuant to Article 1842 and seq. of the Civil Code of Québec, provided however during any renewal pursuant to section 9 above, this Lease Contract shall be deemed to constitute a lease pursuant to Article 1852 and seq. of the Civil Code of Québec.
- 16. CREDIT INVESTIGATION. Lessee hereby consents to Lessor conducting a personal investigation or credit check upon Lessee subject to applicable legislation.
- 17. ADD-ON EQUIPMENT. Lessee and Lessor agree that additional equipment ("Add-On Equipment") may be leased pursuant to this agreement. The agreement for such Add-On Equipment shall be subject to the terms and conditions of this Lease Contract except as specifically provided in writing. Any such writing, which may include a purchase order issued by Lessee for such Add-On Equipment, shall provide: (1) reference to this Lease Contract; (2) a description of the Add-On Equipment; (3) the Term of such Agreement; (4) the payment frequency and number of payments; and (5) the payment amount for the Add-On Equipment.
- 18. CONTRACT REPLACEMENT. If Lessee has a rental or lease contract that is being terminated and replaced by this Lease Contract, Lessee hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Lease Contract.
- 19. PURCHASE MONEY SECURITY INTEREST AND PROCEEDS. This Lease Contract grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of any applicable personal property security act.
- 20. CONSENT. Lessee acknowledges that Lessor and its affiliates may use contact, financial and other information about Lessee collected by or provided to Lessor for the purpose of offering other products and services to Lessee that may be of interest. Lessor or its affiliates may communicate with Lessee using the most recent contact information provided by Lessee.
- 21. MISCELLANEOUS. Time is of the essence with respect to this Lease Contract. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. If more than one party signs this Lease Contract as Lessee and Co-Lessee, each party shall be jointly and severally liable (or solidarily liable if the laws of the Province of Québec apply). At the Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fifteen (15) days of such request. Any provision of this Lease Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction. Customer hereby acknowledges that a referral fee may have been paid by RCAP in connection with the transaction contemplated herein. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Lease Contract.
- 22. ELECTRONIC COMMUNICATION. Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Lessor on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record,

shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

23. FOR QUEBEC RESIDENTS ONLY/POUR LES RÉSIDENTS DU QUÉBEC SEULEMENT: LANGUAGE/LANGUE. The parties hereto have expressly requested that this Lease Contract be drafted in English only, after such agreement was remitted by Lessor to Lessee in French, and that all documents related thereto, including notices and communications, be drafted in English exclusively. Les parties aux présentes ont expressément demandé que ce Contrat de Location soit rédigé exclusivement en anglais, après la remise d'une version française dudit contrat par le Locateur au Locataire, et que tous les documents y afférents, y compris les avis et les communications, soient rédigés en anglais exclusivement.

LEASE CONTRACT# 581081 - 79789

RL<u>=</u>BR<u>-</u>0816

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This is Exhibit "E" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Royal Bank of Canada Commercial Emancial Services 21 King St W- Suite 200 Hamilton, ON 18P 4WF

January 18, 2024

Private and Confidential

150 OAKWOOD STREET HOLDINGS INC. 2592 Burslem Rd Mississauga, ON L5A 2R6

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 cated June 29, 2022 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 Capadian 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: 150 Oakwood Streat Holdings Inc. (the "Borrower")

CREDIT FACILITIES

Facility#1: 5

\$3.435.338.97 non-revolving term facility by way of:

a) Fixed Rule Term Loses ("FRT Loans")

finterest rate (per annum): 7.39%

PEPAYMENT

凡도	(b. tet il lukeelus)			
ΪP.	ayment Amount	, 528,440.32	Paymont Frequency:	Mostbly
	ayment Type:	Bænded	Payment dater	7th of eaco month
	epayable in full or	July 8, 2024	Correct remaining	22 2
-	of of	1	, amerization (mgn <u>ths)</u>	<u> </u>
A	mount eligible for pre	payment of FRT Loan: 0	175	

[ិ] មិនត្រូវស្រាស្ត្រ Trademark of Hope និងនេះ ៉ានិងនេះ គឺ

FEES

Renewal For:

If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notity the Borrower.

<u>ŞECURITY</u>

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
- by Collateral mortgage in the amount of \$5,700,000 00 signed by the Borrower constituting a first fixed charge on the lands and improvements located at 150 Oakwood St., Ingersoll, ON;
- Assignment of rents on the Bank's form 760 signed by the Borrower constituting a first ranking assignment of all rents arising from the tands and improvements tocated at 150 Oakwood St., Ingersoll, ON;
- 6) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$3,575,000.00 signed by Tyson Trucking Group Ltd... supported by a general security agreement on the Bank's form \$24 constituting a first ranking security interest in all personal property of Tyson Trucking Group Ltd
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$3,575,000.00 signed by Gurjeet Bhuilar.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$3,575,000.00 signed by Harpreet Baywa;
- Guarantee and posiponement of claim on the Bank's form 812 in the amount of \$3,575,000.00 signed by Navjot Singh;
- b) Guarantee and postponement of claim on the Bank's form \$12 in the amount of \$3,575,000.00 signed by Gurbinder Saint.
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$3,575,000.00 signed by Tyson investment Holdings Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Tyson Investment Holdings Inc.,
- Postponement and assignment of claim on the Bank's form 918 signed by Navjot Singh;
- ম) Postponement and assignment of claim on the Bank's form 9%6 signed by Gurbinder Sarhi,
- Postponement and assignment of daim on the Bank's form 918 signed by Harpseet Sajwa;
- m). Postponement and assignment of claim on the Bank's form 918 signed by Gurjeet Bhullar;
- n) Cortificate of insurance evidencing fire and other poirts coverage on the property located at 150 Oakwood St., Ingersoll, ON, showing the Bank as first mortgages.

FINANCIAL COVENANTS

In the event that the Borrower. Tyson Trucking Group Ltd., or Tyson Investment Holdings inc changes accounting standards, secounting 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 effecting or limiting the right of the Bank to terminate or damand 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:

Page 2 cf 5

- a) maintain on a combined basis for the Borrower Tyson Trucking Group £16, and Tyson Investment Holdings Inc., to be measured as at the end of each fiscal year.
 - Fixed Charge Coverage of not less than 1 15:1.

<u>REPORTING REQUIREMENTS</u>

The Borrower will provide the following to the Bank:

- annual Compliance Certificate, substantially in the form of Schedule 1G1 signed by an authorized signing officer of the Borrower, within 90 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement.
- ansuat review engagement financial statements for Tyson Tracking Group Ltd., within 90 days of each fiscal year end;
- c) annual compilation engagement financial statements for the Borrower and Tyson Investment Holdings Inc., within 90 days of each (scal year end;
- d) annual compilation engagement combined financial statements for the Borrower, Tyson Trucking Group Ltd. and Tyson Investment Holdings Inc., within 90 days of each fiscal year end.
- e) biennial personal statement of affairs for all Guaranters, who are individuals, within 90 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2025.
- such other financial and operating statements and reports as and when the Bank may reasonably require.

<u>CONDITIONS PRECEDENT</u>

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

- a) ¿ duly executed copy of this Agreement;
- the Security provided for herein, registered, as required, to the saksfaction 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,

<u>BUŞINESS LOAN INSURANCE PLAN</u>

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

If the Borrowar decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Han application (form 3460 ENO or \$3460 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 walver 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

Page 3 of 6.

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 toan account number will need to be set up and all uninsured toans 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 aligible) 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 aligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's warver 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 Bostowings, 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 form of the loan. The premium calculation is set out in the Business Loan insurance Plan terms and conditions provided to the Berrower at the time the application for Business Loan Insurance Plan coverage was completed. Reter to the terms and conditions (form 3450 ENG or 53460 FRE) for further explanation and disclosure

GOVERNING LAW JURISDICTION

Province of Ontario

ACCEPTANCE

This Agreement is open for asseptance until February 17, 2024, after which date it will be mail and wold, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Title: Vice President

RBC Contact: Paula <u>Mantilla</u>

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We acknowledge and accept the terms and conditions of this Ag on this வெy of இது பு	reament
150 OAKWOOD STREET HOLDINGS INC.	1/1/
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Per Name: NAVOUT SINGH.	loub HALLEET SINGE STOWN
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As Guarantor, we acknowledge and confirm our agreement will Agreement on this 18 day of Canaday. 202	the terms and conditions of this 4.
TYSON TRUCKING GROUP LTD.	1/2-
Per /	GURBINDER SAINI
Name CURTEET BYULLAR Title: PRESIDENT	DIRECTOR.
Per: Now SINGM.	HALMEET SINGH BATWO
Nome: NAUGOP SINGH! /	DIAGE TOL
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As Guarantor, we acknowledge and confirm our agreement with Agreement on this 18 day of 10 km and 4 26	h the terms and conditions of this <u>(2.4).</u>
TYSON INVESTMENT HOLDINGS INC.	1 12-
Per: GURIERT BHULLIAR.	GURBINDER SAINS
Name Guerre But	director.
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Name: NAVJOT SINGH. Trile: DIRECTOR	DIRECTO R
IAMs have the authority to bind the Guaranter	y 2.0 [4
As Guarantor, I acknowledge and config. my agreemen, with	the terms and conditions of this
Agreement on this B day of January 29	24.
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FUNITAR	
As Guaractor, I scknowledge and continuing agreement with Agreement on this 13 cay of 10.4 totals	1.2 4.
None leaf	the same of the sa
Wilness HARBITE	et Bajwa

Page 5 of 6

Witness NAVJOT SINGH As Guaranter, Lacknowledge and confirm my agreement with the terms and conditions of this Agreement on this 18 day of January 2021 Witness GURBINDER SAINI	wa cidalawini, katininikatikate ana comm	$r_{ m mp/ag}$ reament with the terms and conditions of this
Wilness NAVJOT SINGH As Guaranter, Lacknowledge and confirm my agreement with the terms and conditions of this Agreement on this 18 day of January 202 U	Agreement on this 📗 🧸day of	MAN COLONY
As Guaranter, Lacknowledge and confirm my agreement with the terms and conditions of this Agreement on this 18 day of January 2024	- Ladden	100-
As Guaranter, Lacknowledge and confirm my agreement with the terms and conditions of this Agreement on this 18 day of January 2024		
Agreement on this IR day of January 2024	Wiiness	navjot sirigh
AAITHE22:	As Guarantor, Lacknowledge and confirm	my agreement with the terms and conditions of this

lattachmenis:

Terms and Conditions

Schedules:

- Definitions
 Calculation and Payment of Interest and Fees.
- Additional Borrowing Conditions
 Compliance Certificate
- . RBC Coverity 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 que 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. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied firstly, to witerest 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 of the scheduled payment date is changed then the Majurity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term load 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 Borrower sathing out the Borrower sathing out the Borrower sathing out the terms upon which the Bonk is prepared to extend the Reducing Term Loan/Facility, in the event that the Bonk 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 Bonk'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 Loads, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

Where Borrowings are by way of FRT Loans, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage, as selected by the Borrower for each FRT Loan of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during lite 12 month period from each anniversary date of the Borrowing. Any prepayment of Borrowings by way of FRT Loans prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the teams of this Agreement. An amendment to permit such a propayment requires the Bank's oner water consent. The Bank may provide as consent to an amendment to permit a prepayment upon satisfaction by the Borrower's agreement to pay the Prapayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

a) the greater of:

- the amount equal to 3 months interest payable on the amount of the FRT Loan Borrowings being prepaid, calculated at the interest rate applicable to the FRT Loan Borrowings on the date of prepayment, and
- (ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the FRT Loan and the current cost of funds for a loan with a term substantially similar to the remaining term of the FRT Loan and an amortization period substantially similar to the remaining amortization period of the FRT Loan, each as determined by the Bank on the date of such prepayment.

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b) forgone margin over the remainder of the term of the FRT Loan. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the FRT Loan and the interest that would have been charged to the Borrower over the remaining term of the FRT Loan.

phas:

c) a processing ise.

The Prepayment Fee shall also be payable by the Borrower in the event that the Bank domands repayment of the outstanding principal of the FRT Loan on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the loan amount and will be secured by the Security described herein.

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

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Bosrowings made available to the Bosrower by the Bank under this Agreement. The Bank shall record the principal amount of such Bosrowings, the payment of principal and interest on account of the Bosrowings, 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 Bosrower to the Bank pursuant to this Agraement. The Bosrower authorizes and directs the Bank to automatically debit, by mechanically electronic or manual means, any bank account of the Bosrower 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 ubutilized portion of, any demand or other discretionary feating, 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,
- b) 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 on 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.
- d) vall give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and without make or facilitate any such changes without the prior written consent of the Bank;

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- e) wilt comply with all Applicable Laws, including, without limitation, at 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 harmess from and against any tosses, 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;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including but not fimited to, the reports and other information set out under Reporting Requirements.
- h) 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.
- i) 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 a rular essets 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:
- j) 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 excumbrance effecting any of its properties, assets or other rights;
- wall not, without the poor written consent of the Bank, sell, transfer, convey, lease of otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- i) 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 necein.
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or observice color into any other form of combination with any other Person;
- m) will permit the Bank or its representatives, from time to limb, i) to wait and inspect the Borrower's premises, properties and essets 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 stippleted 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 Barrower 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 repeat 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 harbation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or intaintain 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 cloims, suits, actions, demands, debts, damages, costs, losses, obligations judgaments, charges, expenses and trabilities 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) by 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

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agreements made by electronic transmission of any type, in) 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 Guerantor and iv) the breach of or non-compliance with any Applicable Law by the Borrower or any Guerantor.

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 amondment or waiver of any provision of this Agreement will be affective 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 bereunder 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, coverants or representations expressly made by any Guarantor hatein 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 heres, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations bereunder, 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 Guaranter if applicable, (including, any such information provided by the Borrower, and any Guaranter 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, including, without limitation, the application of accounting 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 Borrowar irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably egrees to be bound by a judgment of any outh court.

DEFAULT BY LAPSE OF TIME.

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

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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 wating 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 paior 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 line Borrix 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 Enancial 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 iteration

JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarentor I applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, spildanty) 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 Berrower 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 (sach, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The porties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be tegally 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:

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- 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.
- b) the execution, delivery and performance by d 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 duty authorized by all necessary actions and do not violate its constating documents;
- no event has occurred which constitutes, or which, with notice, tapse of time, or both, would constitute, a breach of any covenant or other tarm or condition of this Agreement or any Security or any other agreement detivered 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, it 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 Cank; and
- 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 entening into each Lease, if applicable, he/ounder

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 expressement demandé que la présente convention et tous les documents y afférents, y compris les avis, solent rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered burswant 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 task 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 one under this Agreement in such other currency together with (blerest 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.

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EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to ceccel 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 sindebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- fallure of the Borrower to pay any principal, interest or other emount when due pursuant to this Agreement;
- b) failure of the Borrowar, or day Guaranter if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement detwered to the Bank or in any documentation relating herato or thereto:
- c) 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 encumbrances 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,
- f) all any representation or warranty made by the Borrower, or any Guaranter dispolicable, 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 Benk demand immediate repayment in full of any action is outstanding under any term facility due to an Event of Default, the Bostower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such familiability.

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (a) imposes of increases takes 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 summediate or 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 eil of its terms are confidential ("Confidential Information"). The Sorrower shall keep the Confidential information confidential and will not disclose the Confidential Information, or any part thereof, to any Person either 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 information consistent with the terms of this Agreement. Without timiling the generality of the foregoing, the Borrower shall not issue any cross release or make any other public ashipuncement or filing with respect to the Confidential Information without the Back's prior written consent.

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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";
- TBusiness Day" means a day, excluding Saturday, Sonday and any other day which shall be a regat 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 RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Sank.
- "Capital Expenditures" means, for any fiscal penod, 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 politiant, 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 Lew.
- "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 implicing 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;
- "EBITIDA" means, for any fiscal period, net recome 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 excumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, manufacture or its Release into the natural environment, including movement through or in the eir, soil, surface water or groundwater.
- "Environmental and Health and Safety Laws" means at Applicable Laws retaing to the environment or occupational health and safety, or any Environmental Activity
- "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, finant, fland, period, the ratio of EBITDA plus payments under operating leases less cash income taxes, Corporate Distributions and Unfonded 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 and payments under operating leases.
- "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;
- "'Guarantor'' means any Person who has guaranteed the obligations of the Borrower under this Agreement.
- "Interest Expense" means, for any liscel period, the aggregate cost of advances of credit outstanding during that period including limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances.
- "Lease" means an advance of credit by the Bark to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Leaso. 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 Bostower:
- a) tiens assing by operation of law for amounts not yet due or delenquent, minor encumbrances on real property such as easoments and rights of way which do not materially detract from the value of such property, and security gives to municipal designal 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 52000 and 53200, issued by RBC Life. Insurance Company 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 bereunder:
- "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 Bark for repayment of any amounts owing under this Agreement;
- "RBP" and "Royal Bank Prime" coch 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 an commercial loans made in Caradian currency in Canada.
- "Release" includes discharge, spray, inject, incoulate, abandon, deposit, split, leak, seep, pour emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning

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

Schedule "#"

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 parmitted by Applicable Law. In no event shall the offective interest rate payable by the Borrower under any facility be less than zero

OVERDUÉ PAYMENTS

Any amount that a 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%. Such interest on overdue amounts shall be computed daily, compounded mosthly and shall be payable both before and ofter 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 Agresment are equivalent, are the rates so calcutated multiplied by the adisal 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 bereunder 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, meturity date, demand and judgement.

FRT LOANS

The Borrower shall pay interest on each loan in arrears at the applicable rate on such cate as agreed upon between the Bank and the Borrower. 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.

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ADDITIONAL CORROWING CONDITIONS

FRT Loans:

Borrowings made by way of FRT Loans will be subject to the following terms and conditions:

- a) each FRT Loan shall have a minimum term of one year,
- b) the Börrower shall select an amount eligible for prepayment of 16% or 0% for each new FRT Loan prior to the advance of such FRT Loan;
- c) each FRT Loan shall be in an amount not less than \$10,000,00; and
- d) each FRT Loan shall have a term as dullined in the applicable repayment section of each
 corresponding credit facility, provided that the maturity date of any FRT Loan Issued under
 any term facility shall not extend beyond the Maturity Date of the term facility.

Ent feet

Schorlule "G"

COMPLIANCE CERTIFICATE

	, representing the borrower perety centry as or				
5.50	cal year ending				
1	I am familiar with and have examined the provisions of the Agreement dated January 18 2024 and any amendments thereto, between 150 Oakwood Street Holdings Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.				
2.	The representations and warranties contained in the Agreement are true and correct				
3.	No event or circumstance has occurred which constitutes or which, with the giving of notice lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur				
4 .	The ratio of Fixed Charge Coverage is:1, being not less than the minimum required ratio of 1.15:9.				
5	The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.				
Da	sted this day of 20				
Pe					
Νŧ	amë				
Ťij	Ne:				
Pc	er:				
Ňē	Вяже:				
Tis	tle:				

Schedula "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 portai ("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.

- Definitions. For the purcose of the RBC Coventy Dashboard Terms and Conditions.
- *Disabling Code" means any clock, timer, counter, computer virus, worm, software took, drop dead device. Trojan horse routine, trap door, I me 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 Electropically Uploaded Financial Information and/or Electropically 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 formet, 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 Use. The User ID is used as conjunction with a Password to access the Service

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

Tomis defined in the Agreement have the same meanings where used in the RBC Covanty. Deshboard Terms and Conditions

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on benaff 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 proviously uploaded financial information and all calculations in the RBC Coverity Deshboard.

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 trein 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 most 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 accognizes that possession of a Security Device by any person may result in that person having occess to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accopted 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 amissions 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 (r) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (n) 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 tearm to any other person)

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

- 5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it substitutes and directs like 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, retisble, 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 valuerability 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. This 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 of differs in any way from any previous Electronic Communication sant to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by as 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 oct 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 Scomitted Certificates are submitted. (a) all financial statements, certificates, forms, reports, and all information contained therein will be accurate and complete in all respects; (b) 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 Agraement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, tapse of time, or both would constitute an Event of Default or breach of any covenant or other term or condition of the Agraement. 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 tegal, administrative of 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 Liebility. The Bank is not responsible or liable for any damages arising from:
 (i) inaccurate, incomplete, faise, misleading, or fraudulent information provided to the Bank,
 (ii) losses incurred as a result of an accust 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 guarameed. In no event shall the Bank be tiable 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 Imancial 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 group 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 Dechboard Teams 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.

This is Exhibit "F" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Royal Bank of Canada General Security Agreement

SRF: 571445618

BORROWER:

BHULLAR JATT TRANSPORT LTD.

BRANCH ADDRESS: 21 KING ST W SUITE 200 HAMILTON, ON L8P 4W7

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 the 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, trademarks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- 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 filings 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,
 - 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:
 - 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 unappropriated 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;
- n) 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 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 daim 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 predude 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:
 - 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).
- 16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

199 CANNON ST	REGIVA		0411410
400 CANINON ST	REGINA	sk	S4N 4T3
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
BHULLAR JATT TRANSPORT LTD.	•		
NAME OF BUSINESS DEBTOR			

BHULLAR JATT TRANSPORT LTD.	
	Seal
	Seal

SCHEDULE "A" (ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1.	Locations of Debtor's Business Operation		
	199 CANNON ST		
	REGINA		
	SK		
	CA		
	S4N 4T3		

- 2. Locations of Records relating to Collateral (if different from 1. above)
- 3. Locations of Collateral (if different from 1. above)

SCHEDULE "C" (DESCRIPTION OF PROPERTY)

21% 10 of 10

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;
 - (iii) 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 the 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, licenses 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:
 - 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 unappropriated 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 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,

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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).

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16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE
constant to so in men	INOT IVAIVE	SECOND IVAIVE		YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	СПҮ	-	PROVII	NCE POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	FIRST NAME SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY		PROVII	NCE POSTAL CODE
BUSINESS DEBTOR				
NAME OF BUSINESS DEBTOR Tyson Trucking Group Ltd.				
ADDRESS OF BUSINESS DEBTOR	CITY		PROVINCE	POSTAL CODE
33 Bachelor Street	Brampton		ON	L7A 5B1
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY		PROVINCE	POSTAL CODE
N WITNESS WHEREOF Debtor has execut		ement this 0 c	day of D	CC 2024
Hanfrest Sigh		Julles_	_	Se
WITNESS	Name: Gu Title: Di	rjeet Singh Bhullar rector		
NITNESS WITNESS	Name	Dat Baiwa		Se
VITNESS	Name: Ha Title: Dir	preet Bajwa		

BRANCH

Royal Bank of Canada Special Loans and Advisory Services 20 King Street West, 2nd Floor Toronto, Ontario M6K 1H3

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

Nil.

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

TYSON TO INSERT

475 Harrop Dr, Milton, ON L9T 3H3

2. Locations of Records relating to Collateral (if different from 1. above)

TYSON TO INSERT

3. Locations of Collateral (if different from 1. above)

TYSON TO INSERT

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SCHEDULE "C" (DESCRIPTION OF PROPERTY)

All present and after acquired personal property,

This is Exhibit "G" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Royal Bank of Canada General Security Agreement

SRF:

267597912

BRANCH ADDRESS: 21 KING ST W SUITE 200 HAMILTON, ON

L8P 4W7

BORROWER:

150 OAKWOOD STREET HOLDINGS INC.

SECURITY INTEREST

on behalf of Debtor:

- 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
 - 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;
 - 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 the 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, trademarks, 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 filings 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;

- 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 unappropriated 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 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.
- 1) 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:
 - 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
 - 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).
- 16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR		,	
150 OAKWOOD STREET HOLDINGS INC.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
2592 BURSLEM RD	MISSISSAUGA	ON	L5A 2R6

IN WITNESS WHEREOF executed this 6 day of JULY 2009.

150 OAKWOOD STREET HOLDINGS INC.

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

2592 BURSLEM RD

MISSISSAUGA

ON

CA

L5A 2R6

2. Locations of Records relating to Collateral (if different from 1. above)

3. Locations of Collateral (if different from 1. above)

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

This is Exhibit "H" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU



Royal Bank of Canada General Security Agreement

SRF: 266941137

BORROWER: TYSON INVESTMENT HOLDINGS INC **BRANCH ADDRESS:**21 KING ST W
SUITE 200
HAMILTON, ON
L&P 4W7

1. SECURITY INTEREST

a) For value received, the undersigned ("Debtor") hereby grants to ROYAL BANK OF CAMADA ("RBC"), a security interest (the "Security Imerest") in the undertaking of Debtor and in all of Debtor's present and after accounted personal property including, without limitation, in all Goods (including as parts, accessories, attachments, special tools, additions and accessions, thereto), Chaltel Poper, Documents of Titla (whather negotiable or not), Instruments, Intengibles, Money and Securities and all other throughness processes and received by or on, behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all processes and renewals thereof, accretions thereto and substitutions therefore (thereinafter collectively eased "Colleterer"), and in all processes and renewals thereof, accretions therefor a substitutions therefore (thereinafter collectively eased "Colleterer"), and including without limitation, all of the following now owned or hereafter dwined or acquired by the sense of Debtor.

- a) Inventory of wiratever land and wherever situate;
- a) all equipment (other than inventory) of whatever kind ero wherever situate including, without hintetion, all machinery tools, apparatus, plant, ferniture, fixtures and vehicles of whatsoever nature or kind;
- (ii) all Accounts and book bebts and generally all debts, dues, claims, choses in action and demaines of every nature and kind howspewer arising or secured including letters of credit and advices of credit, which are now due, owing or account of growing due to or owned by or which may hereafter become due, owing or account or growing due to or owned by Debtor ("Debta").
- iyi at ligis, records and files relating to Debtor's customers, clients and cattents;
- v; ak deeds, documents, willings, papers, books of encount and other books relating to or being records of Debts, জিলটোই। Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable.
- vi) គ្នារ ដូច្នាក់រក្សដូចនៅ កម្លាំង ខេត្តថា (nsurance claims:
- vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without firmtation environmental technology and biotechnology confidential information, bade-names, poddwill, copylights, personality rights, plant breeders' rights, integrated circuit topographies, softwise and of other forms of intellectual and industrial property, and any registrations and applications for registration of any of the toragoing (collectively "Intellectual Property"); and
- wiii) liett geopeny described in Schadute "C" or any schadute now or hereoher ancexed hereto.
- b) The Security Interest granted hereby shall not extend or apply to and Collaboral shall not include the last day of the term of any logice-ment therefor but upon the enforcement of the Security Interest, Debior shall stand possessed of such lest day in trust to assign the same to any person acquiring such form.
- In the joints "Goods", "Chaite Paper", "Document of Title", "Instrument" "Intangels", "Security", "Investinant Property, "proceeds", "Inventory", "accession" "Modey", "Account!" "financing statement" and "financing change statement! whenever used begin shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province reteated 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 helden referred to as the "P.P.S.A." Provided always that the term "Goods" when used herein shall not include "consumer goods" of Dattor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include It is provided and the young thereof after conceptor and crops that become such within one year of execution of this Security Agreement and the term "Inventorian Property", if not defined in the P.P.S.A., shall be interpreted execution of this Security Agreement Property Security Act (Orkano). Any reference norms to "Cotalgraft" shall, unless the context otherwise requires, be deemed a reference to "Cotalgraft or any sent thereof.

z indegtedness secured

The Security Interest granted hereby secures payment and performence at any and all obligations, indebteoress and has ity of Debter to RBC (including interest thereon) present or future, direct or indirect, absolute or comingent, matured or not extended or renewed, whereseaver and howspower incurred and any eliminate unpaid beforce thereof and whether the same is from time to time reduced and thereafter increased or entirely sublinguished and thereafter incurred again and whether Debter be bound afone or with another or others and whether as principal or surely (hereinafter collectively called the ling-briedness). If the Security interest in the Collegeral is not sufficient, in the event of default, to solisty all indebtedness.

of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining and RBC shall be entitled to pursue full payment thereof

3. REPRESENTATIONS AND WARRANTIES OF DEBYOR

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

- a) the Collaboral is genuine and owned by Debtor free of at security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or inforests (here hafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, pror to their creation or assumption.
- b) all intellectual Property applications and registrations are valid and in good standing and Debter is the ewner of the applications;
- c) each Debt, Chattel Paper and Instrument constituting Collected is enforceable to accordance with its forms 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 with 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, sot of, claim discounterclaim against Debtor which can be assented against RBC, whether in any proceeding to enforce Collected or otherwise.
- of the focutions specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (recluding Inventory) constituting Colleteral, 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 failures or Goods about to become fixtures and all proper and solon, gas or other minerals to be extracted and all timber to be cut which forms part of the Constant will be sixuate at one of such tocations; and
- et—the execution, delivery and performance of the obligations under the Security Agreement and the creation of any security intends in or assignment hereunder of Debtor's rights in the Colleteral 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 Dector covernants and agrees:

- at to defend the Cocateral against the elems and demands of all other perves claiming the same or an interest there it, to dispertly initiate and prosecute legal action against all intrugers of Cobter's rights in Interectual Property, to take all reasonable action to keep the Collateral free from all Encambrances, except for the Security Interest, recases which are compulsory under federal or provinces legislation and those shown on Schodule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to self-exchange, transfer, assign lease, trenses or otherwise dispose of Collateral or any interest therein without the prior writen consent of RBC, provided always that, until defoat; Debtor may, in the ordinary course of Cebtor's business, self-or lease Inventory and, subject to Clause 7 facted, use Monoy available to Debtor.
- b) to natify RBC promptly of
 - any change in the information contained here's or in the Schedules hereto relating to Debtor, Debtor's business or Collateral.
 - the details of any significant acquaition of Colleteral;
 - ்பு _ the details of any claims or litigation affecting Debtor or Cottate of.
 - ary loss of damage to Collateral,
 - v) any default by any Account Debter in payment or other performance of its obligations with respect to Collateral, and
 - yı) the return to or repossession by Doblor of Colleteral
- c) to keep Collegeal in good order, condition and reper and not to use Collegeal in victation of the provisions of this Security Agreement or any other agreement relating to Collegeal or any policy insuring Collegeal or any approach statuto, law by-law, rule, regulation or contained, to keep all agreements, registrations and applications interested Property and interested page by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or destrable to protect imalication Property, unless of nervice agreed in writing by RBC; to apply to register all existing and future copyrights, trade-interested in containing and require to apply to register all existing and future copyrights, trade-interested in containing and requirements.
- of to do, execute, acknowledge and deliver such financing statements, financing charge statements and further assignments transfers, documents, acts, matters and things (including further schedules thereto) as may be reasonably requested by RBC of or with respect to Collateratin order to give effect to tress presents and to pay all costs for scancines and flings in connection therewith
- e) 10 ஓகுy all takes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or improsed. ந்துள்ளு or in respect of Debtor or Cottate:all as and when the same become due and payable;

- (i) to insure optateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional and in such additional risks as RBC may from time to time direct, with loss payable to RBC and Ophior, as insureds, as trainrespecture interests may appear, and to pay all premiums therefor and deliver copies of policies and dividings of renewal to RBC on request.
- to prove to Cylinterst, save inventory sold or leased as pominted hereby, from being or becoming an accession to other property,
 not covered by this Security Agreement.
- bit—to easily on and conduct the business of Debior 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 Debior'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,
- া _ to deliver to RBC from this to this promptly upon request
 - if any Documents of Tisle, Instruments. Securities and Chattel Paper constituting, representing or relating to Collateral.
 - all books of account and all records. ledgers reports, correspondence, schedules, documents, statements, isstead other writings relating to Collateral for the purpose of inspecting, auditing or copying the same.
 - all lineacqui statements prepared by or for Debior regarding Debter's business.
 - a) policios aixi derificoses of insurance relating to College a. and
 - v) such information concerning Collaiers!, the Debtor and Debtor's business and affairs at RBC may reasonably request

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Deblor'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 lumish all essistance 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 Oebtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any livite includes Securities. Debtor authorizes RBC to transfer the same or any part tracect into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sold owner thereof, provided that, unlikedativity. 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 by 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 storesaid small thereafter be effective.

Where any threstment Property is held in or credited to an account that has been established with a securities intermed any REC may, at any time after default, give a notice of exclusive control to any such securities intermediarly 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 Collegial to RBC. Debtor acknowledges that any payments on or other proceeds of Collegian 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.

B. INCOME FROM AND INTEREST ON COLLATERAL

- al. With default. Debior reserves the right to receive any Money constituting income from or interest on Collected and if RBC receives any such Money prior to default. RBC shall either credit the same against the Indebtedness or pay the name promptly to Debter.
- b) Alter default. Detect will not request or receive any Money constituting Income from its interest an Collegeral and if Debior receives any such Money without any request by it. Debtot will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR INSTRIBUTIONS

- ற் Whather or not delaufi has சணமான், தெற்றா வரிகள்கை RBC.
 - 10 receive any increase in or profits on Collaters' (piher than Money) and to hold the same as part of Collateral, Money so received shall be treated as income for the purposes of Clause B hereof and dealt with accordingly.

- iii to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the Issuer of Cortografi, to sucrender such Cottateral in exchange therefor and to trold any such payment or distribution as pain of Cottateral.
- b) Higher receives any such increase or profits (other than Money) or payments or distributions. Debter will deliver the same promptly to RBC to be held by RBC as hereis provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Mondy collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Colleteral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a colleteral account or released to Debtor, all without prejud as to the backling of Debtor or the rights of RBC hereunder, and only surplus shall be accounted for as acquired by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hersunder which its herein referred to as-"default"

- a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indobtedness or the failure of Dobter to observe or perform any obligation, coverant, term, provision or condition contensed in this Security Agreement or any other agreements between Dector and ReC.
- h) ந்த தெள்ளின் அதிக்காளின் கிறுத்தாகு by a court of competent principles on with respect to Debior, if an individual
- c) the pankruptcy or insolvency of Debtor, the filing against Debtor of a pection in bankruptcy, the making of an assignment for the baneful of creditors by Debtor, the appointment of a receiver or trustee for Ochior or for any essets of Debtor or the institution by or against Ochior of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- of the institution by or against Debter of any formal or informat proceeding for the disastupon or liquidation of, settlement of claims against or winding up of affairs of Debter.
- if early Encumbrance affecting Collaboral becomes enforceable against Collaboral
- 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 contents or threatens to commit an act of pankrupicy.
- g) If any execution, sequestration, execution objet process of any court becomes antiproceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof:
- If any certificate, statement, representation, warranty or audit report investige or hereafter furnishes by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or expenses (including, without transition the representations and warrantes contained herein) or as an inducement to RBC to extend any credit to or to enter atteints or any other agreement with Debtor proves to have been lated in any major of respect at the time as of which the facts therein set forth were stated or certified, or proves to have defined any substantial confurgent or uniquidated liability or daily against Debtor, or if about 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 pinor to the time of securities.

12. ACCELERATION

RBC. In its sole discretion may deciate all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand of solice of any kind, in the event of default, or if RBC considers itself insecure or that the Collatoral 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 within may now or hereafter be payable on demand.

13. REMEDIÉS

Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an efficer or officers or an employees of RBC or not to be a receiver or receivers (hereinafter called a "Receiver", which term when used horein shart include a receiver and manager) of Co-atterel (including any interest, income or profits therefrom) and may remove any Receiver shart include and appoints another in historic stead. Any such Receiver shall, so tax as tensoric inequalities, for historic case, so deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligibles of non-leasance on the part of any such Receiver, historic servants, agents or employees. Subject to the provisions of the instrument appointing himilier, any such Receiver shall have power to take possession of Codateral, to present Collideral or to value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, Toerise or inherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, is the exclusion of all others, violating Debtor, enter upon, use and occupy all promises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow maney on a secured or unsecured basis and use Collateral errorly in carrying on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine, Except the may be otherwise directed by RBC, all Money received from time to time by such Roceiver in carrying out his/her appointment shall be received in trust for end pad over to RBC. Every

such Receiver may, in the discretion of RBC, be wested with all or any of the rights and powers of RBC.

- Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and lights given to a Receiver by virtue of the foregoing sub-dause (e).
- c) RBC may take possession of, oxilect, demend, sup on, whiche, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, R9C may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and glace or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- di In addition to those rights granted trerem 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 town in equity. RBC shall not be both before and after detault, all rights and remedies of a secured party under the P.P.S.A. Provided atways, that RBC shall not be bable or accountable for any failure to exercise its remedies take possession of, colord, enforce, restige, sell, lease, license or otherwise dispose of Collateral or to cashule 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 Chattet 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 Collaieral wherever o 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 Collaieral at such place or places as directed
- f) Debtor agrees to be liable for and to pay all dosts, charges and expenses reasonably included by RBC of any Receiver appointed by it, whicher exectly or for services rendered (including reasonable solutions and auditors cases and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining cristody of, preserving, repaining, processing, preparing for disposition and disposition 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 of any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of real satisfic indirection or disposition of Collateral and shall be accured iterately.
- g) RBC will give Debtor such notice: if gray, of the data 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.
- In Upon default and receiving written demand from RBC. Debtor short take such further action as may be necessary to exidence and affect 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 abunney in accordance with applicable legislation with full power of substitution and to do on Debtor's behind anything that is required to assign ucense or transfer, and to record any assignment intended or bandler of the Collecteral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security litterest.

14. MISCELLANEOUS

- a) Debter hereby authorizes RBC to like such financing statements, financing change statements and other documents and do such acts, matters and brings (including completing and adding schedules hereto identifying Cotateral or any permitted Encumbrances affecting Cotateral or identifying the lectricists at which Debtor's business is carried on and Collateral and records relating (hereto are actuate) as RBC may deem appropriate to perfect on an origing basis and continue the Security Interest to protect and preserve Cotateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to limb of the herein mentioned branch of RBC the true and awturationary of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be defined necessary or expedient.
- b) Without impling any other right of RBC, whenever indebtedness is immediately due one goyable or RBC has the right to declare indebtedness to be immediately due and payed's (whether or not it has so declares). RBC may, in its sole discretion, sol off against indebtedness any and all anticipies here owed to Debtor by RBC in any capacity, whether or not due, and RBC shirt, be deemed to have expressed such right to set off immediately at the time of making its decision to do so over though any charge therefor is made or proximal on RBC's records subsequent thereto.
- c)—Upon Debior's failure to parform 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, brithwith upon written demand therefor, an amount equal to the expense incurred by RBC in so thoughts interest themon from the date such expense is incurred until it is paid at the rate of 55% per assum.
- d) RBC may great extensions of time and other indulgences, take and give up \$60xity, accept compositions, compound compromise, settle, grant releases and discharges and otherwise desi with Debter, debters of Debter, suitable and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debter or RBC's light to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collectual in either Debter's or RBC's name, of RBC's option, and may endorse Dobter's make on any and all cheques, commercial paper, and say other instruments portaining to an constituting Collectual.
- e). No delay or emission by RBC in exercising any rigit: or remedy hereunder or with respect to any indepsecuess shall operate as a warver 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 tadebtechess in any reasonable manner without waving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remodies of RSC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in numbination.

- t) Debtor waives protest of any instrument constituting Coheteral at any time hald by RBC on which Cebtor 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 enum to the benefit of and be binding upon the parties hereto and their respective here: 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 just and several.
- h) RBC may provide any financial and other information diffus about Debter, the Security Interest and the College's to any one acquire an interest in the Security Interest of the Cohaters' from the Sank 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 madification, 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 unkess in whiting.
- We Subject to the augurements 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, domand or request shall be in witing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by propaiding stered mail addressed to it at its address here a set forth or as changed pursuant hereto, and, in the case of Dobter, if delivered to it or if sent by prepaid registered mail addressed to it in the last lest address known to RBC. Either party may notify the other pursuant hereto of any change in such party's paralies withers to be used for the purposes hereof
- It is Security Agreement and the security inferded nereby 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 Asting Manager from time to time of the berein mentioned branch of ABC shall actually receive written notice of the discontinuance and, notwithstanding such notice shall remain in the force and effect thereafter until at indebtedness contracted for created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) regether with interest account thereon after such notice, what he paid in full
- 4 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 increasing decention the person referred to being a male, female. I'm or corporation
- n) In the quant any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid of yord, in whole or in part, by any Counter competent unsalition. The remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- a) Nothing herein contained shall in any way oblighte RBC to grant, continue, renew, extend time for payment of or accept anything, which constitutes or would constitute indebtedness.
- p) The Security Interest created iteraby is interded to attach whom this Security Agreement is signed by Debter and derivered to RRC.
- q) Detror acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that this term "Dobtor" when used berein shall apply to each of the smalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - i) shall extend to "Collateral" (as that term is birrein 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
 - iii) shart secure the "indebtedness" (as that term is herem defined) of each of the amalgamating companies and the amalgamating companies and the amalgamating of the amalgamating in RBC thereafter shallow. The Security Interest shall attach to "Collateral" owned by each company smalgamating with Debter, and by the amalgamated company, a) the time of the anuligamation, and shall attach to any "Collateral" thereafter owned or applying by the amalgamated company when such becomes owned or is acquired.
- r) In the event that Dobtor is a body corporate, it is hereby agreed that The Limitation of Civil flights Act of the Province of Saskatchewan or any provision thereof, shall have no application to this Security Agreement or any agreement or matrument retrewing or extending or collaboral to this Security Agreement. In the event that Dobtor is an agreeafural corporation within the meaning of The Saskatchewan Farm Security Act. Dobtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Dobtor.
- s). This Security Agreement and the manactions dividenced hateby shall be governed by and construed in accordance with the

taws of the province in which the helein branch of RBC is located, as those laws may from one to time on 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 construct in accordance with the laws of the Province of Chiario 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 ventication statement with respect to any financing statement or financing change statement registered by RBC (Applies in all P.P.S.A. Provinces).
- 18. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
Tyson investment holdings inc.			
ADDRESS OF BUSINESS DEBTOR	i city	PROVINCE	POSTAL CODE
33 BACHELOR ST	Brampton	ON	L7A 581

IN WITNESS WHEREOF executed this <u>(B</u> day of <u>Tanuary</u> <u>2024</u>

TYSOM INVESTMENT HOLDINGS INC.

SCHEDULE "A"

(ENCLIMERANGES AFFECTING COLLATERAL)

SCHEDULE "B"

- Locations of Debtor's Business Operations
 33 BACHELOR ST
 BRAMPTON
 ON
 - CA L7A 581
- 2. Locations of Records relating to Colleteral (If different from 1. above)
- 3. Locations of Colleteral (If different from 1. above)

<u>SCHEDULE "C"</u>

(DESCRIPTION OF PROPERTY)

This is Exhibit "I" referred to in the Affidavit of Philip O'Gorman sworn by Philip O'Gorman of the City of Mississauga, in the Regional Municipality of Peel, before me at the City of Toronto, in the Province of Ontario, on July 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

aroldin

CAROL LIU

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 00148 - 0095 LT Interest/Estate Fee Simple

Description PT LT 24 CON BROKEN FRONT WEST OXFORD AS IN 313838 EXCEPT PT 1,

41R3447; INGERSOLL

Address 150 OAKWOOD STREET

INGERSOLL

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 150 OAKWOOD STREET HOLDINGS INC.

Address for Service 33 Bachelor Street

Brampton, Ontario L7A 5B1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Chargee(s) Capacity Share

Name ROYAL BANK OF CANADA

Address for Service ATTENTION: Collateral Security Team

BUSINESS LENDING ORIGINATION GROUP

36 York Mills Road, 4th Floor Toronto, Ontario M2P 0A4

Provisions

Principal \$5,700,000.00 Currency CDN

Calculation Period Balance Due Date

Interest Rate Prime plus 5.00%

Payments

Interest Adjustment Date

Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 20015

Insurance Amount Full insurable value

Guarantor

Signed By

Melissa Morgan Craig 21 King Street West, 11th Floor acting for Signed 2022 07 12

Hamilton Chargor(s)

L8P 4W7

Tel 905-527-6877 Fax 905-527-6169

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

AGRO ZAFFIRO LLP 21 King Street West, 11th Floor 2022 07 12

Hamilton L8P 4W7

Tel 905-527-6877 Fax 905-527-6169

Fees/Taxes/Payment

Statutory Registration Fee \$66.30 Total Paid \$66.30

Registered as CO266537 on 2022 07 12 at 16:38

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

File Number

Chargee Client File Number :

MAT55455



CHARGE TERMS

LAND REGISTRATION REFORM ACT SET OF STANDARD CHARGE TERMS FOR ELECTRONIC DOCUMENTS (COLLATERAL CHARGES)

ROYAL BANK OF CANADA ROYAL TRUST CORPORATION OF CANADA

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CHARGE TERMS

LAND REGISTRATION REFORM ACT

SET OF STANDARD CHARGE TERMS FOR ELECTRONIC DOCUMENTS (COLLATERAL CHARGES)

ROYAL BANK OF CANADA ROYAL TRUST CORPORATION OF CANADA

Filed by:
ROYAL BANK OF CANADA and
ROYAL TRUST CORPORATION OF CANADA

Filing Date: June 28, 2001 Filing Number: 20015

The following set of standard charge terms shall apply to electronic documents submitted for registration under Part III of the *Land Registration Reform Act*, R.S.O 1990, c.L.4, as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this set of standard charge terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act.

Any charge in an electronic format of which this set of standard charge terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge". Whenever reference is made in this set of standard charge terms to the Charge it shall include this set of standard charge terms and all terms and provisions of this set of standard charge terms.

Any reference to the "Computer Field" in the Charge means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.

1. CHARGE

The chargor or chargors indicated in the Computer Field of the Charge entitled "Chargor" (the "Chargor") charges the lands and premises indicated in the Computer Field of the Charge entitled "Description" (the "Charged Premises") with the payment to the chargee indicated in the Computer Field of the Charge entitled "Chargee" (the "Chargee") of the principal and interest and all other monies secured by the Charge upon the terms as set out in the Charge.

2. COLLATERAL SECURITY

The Chargor has at the request of the Chargee agreed to give the Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Chargor to the Chargee incurred or arising either before or after the delivery for registration of the Charge and whether incurred by or arising from agreement or dealings between the Chargor and the Chargee or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being herein called the "Liabilities"). It is agreed by the Chargor and the Chargee that the Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum set out in the Computer Field in the Charge entitled "Principal" (herein called the "Principal Amount"), together with any interest or compound interest accrued on the portion of the Principal Amount outstanding at such time at the Chargee Rate, as hereinafter defined, plus such costs and expenses to which the Chargee is entitled pursuant to the Chargee.

3. COVENANTS REGARDING LIABILITIES

The Chargor and the Chargee agree as follows:

- (a) That the Chargor covenants to pay to the Chargee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation.
- (b) That no part of the Liabilities existing at the date of the Charge or incurred or arising thereafter, shall be deemed to be unsecured by the Charge.
- (c) That the Charge is and shall be a continuing collateral security to the Chargee for the amount of the Liabilities and interest and costs as provided in the Charge and shall be deemed to be taken as security for the ultimate balance of the Liabilities; and the Charge shall not, nor shall anything therein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by the Chargee either before or after registration of the Charge from the Chargor or from any other person or persons and the Charge shall not in any way prejudicially affect any security held either before or after the registration of the Charge by the Chargee for the Liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of the Chargee.
- (d) That any and all payments made in respect of the Liabilities and interest and the monies or other proceeds realized from the sale of any securities held therefor, including the Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.
- (e) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Charger and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under the Charge.

(f) That the taking of judgement in respect of the Liabilities or any instrument or instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants in the Charge or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments or covenants, nor affect the Chargee's right to interest at the rate and times provided in the Charge, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of the Charge.

4. INTEREST

(a) VARIABLE INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is based upon the Prime Rate, as hereinafter defined, the rate of interest chargeable on the Principal Amount is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate" (the "Variable Interest Rate") and shall be payable monthly, and calculated monthly, not in advance, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

The Variable Interest Rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. The Variable Interest Rate will always be the Prime Rate plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate", payable monthly and calculated monthly, not in advance, as well after as before maturity of the Charge and both before and after default and judgement until paid.

'Prime Rate" means the annual rate of interest announced from time to time by the Chargee being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate.

(b) FIXED INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is a specified annual percentage not based on the Prime Rate (the "Fixed Interest Rate"), the rate of interest chargeable on the Principal Amount is that Fixed Interest Rate per annum, payable monthly, and calculated monthly, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

(c) For the purposes of the Charge the Fixed Interest Rate or the Variable Interest Rate, as the case may be, are hereinafter referred to as the "Charge Rate". Whenever reference is made to the Charge Rate it shall mean the rate of interest indicated in the Computer Field of the Charge entitled "Rate", and interest shall be calculated and payable as set out in the Charge.

5. **DEFEASANCE**

The provisions relating to defeasance contained in subsection 6(2) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

Provided the Charge shall be void upon the Chargor paying on demand to the Chargee the ultimate balance of the Liabilities, such balance not to exceed the Principal Amount, and all promissory notes, bills of exchange and any other instruments whatsoever from time to time representing the Liabilities or any part thereof, together with interest thereon either: a) where the Charge provides for a Variable Interest Rate, at the Variable Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the Charge Rate; or b) where the Charge provides for a Fixed Interest Rate, at the Fixed Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the Principal Amount and all other amounts payable by the Chargor under the Charge and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions contained in the Charge.

6. COMPOUND INTEREST

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the Charge Rate, and in case the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Premises and shall be secured by the Charge.

7. TAXES

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Charged Premises, it is mutually agreed between the parties to the Charge that:

- (a) The Chargee may deduct from any advance of monies to the Chargor an amount sufficient to pay the taxes which have become or will become due and payable at the date of such advance and are unpaid at the date of such advance.
- (b) The Chargor shall pay to the Chargee in monthly instalments on the dates on which instalments of principal and interest are payable under the Charge, sums sufficient to enable the Chargee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment of taxes.
- (c) Where the period between the date of the advance and the end of the calendar year is less than one year the Chargor shall pay to the Chargee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Chargee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

- (d) Except as provided in the last preceding clause, the Chargor shall, in each and every month, pay to the Chargee one-twelfth of the amount (as estimated by the Chargee) of the taxes next becoming due and payable; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the said actual taxes exceed such estimated amount.
- (e) The Chargee shall allow the Chargor interest on the average monthly balances standing in the Charge account from time to time to the credit of the Chargor for payment of taxes at a rate per annum, and at such times, as the Chargee may determine in itssole discretion; and the Chargor shall be charged interest at the Charge Rate, on the debit balance, if any, in the Charge account outstanding after payment of taxes by the Chargee, until such debit balance is fully repaid.
- (f) The Chargor shall reimburse the Chargee, on demand, for any fees paid or charges incurred by the Chargee to a municipality or other tax authority from time to time in connection with the administration of the tax account, including any fees or charges for the obtaining of information or searches or certificates in respect thereof, or the payment of taxes in any manner and the Chargor authorizes the Chargee to deduct the amount of such fees or charges from the tax account.

The Chargee agrees to apply the foregoing deductions and payments to the taxes chargeable against the Charged Premises so long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge, but nothing contained in the Charge shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Chargee shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as provided in the Charge, the Chargee may apply such sum or sums in or towards payment of the principal and or interest in default. The Chargor further covenants and agrees to transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Chargor.

Notwithstanding the provisions set out in this section, the Chargee may elect not to require payment of taxes to it in which case the Charger will pay all taxes as they fall due and will provide the Chargee with receipts confirming payment of same as the Chargee may require.

8. DEEMED COVENANTS EXCLUDED

The covenants deemed to be included in a charge by subsection 7(I) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

9. COVENANTS IN LIEU OF STATUTORY COVENANTS

The Chargor does hereby covenant, promise and agree to and with the Chargee as follows:

(a) To Pay and Observe Covenants

That the Charger shall pay or cause to be paid to the Chargee, without deduction or abatement, the Principal Amount secured by the Charge with interest at the Charge Rate at the times and in the manner limited for payment thereof in the Charge, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations particularly set forth in the Charge, and, without limitation, shall pay any taxes, rates, levies, charges or assessments including, without limitation, utility charges, upon the Charged Premises or in respect thereof, no matter by whom or by what authority imposed, which the Chargee has paid or has been rendered liable to pay and shall also pay all other sums as the Chargee may be entitled to under the Charge.

(b) For Good Title

That the Chargor, at the time of delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title in fee simple to the Charged Premises free of any trusts, reservations, limitations, provisos or conditions (except those contained in the original grant thereof from the Crown) or any other matter or thing to alter, charge, change, encumber or defeat the same.

(c) Right to Charge

That the Chargor has good right, full power and lawful and absolute authority to charge the Charged Premises with their appurtenances unto the Chargee in the manner set out in the Charge.

(d) Quiet Possession on Default

That from and after default in the payment of the Principal Amount, or the interest thereon, or any part thereof, or in the doing, observing, performing, fulfilling or keeping of one or more of the provisions, agreements or stipulations contained in the Charge, contrary to the true intent and meaning thereof, then in every such case, it shall be lawful for the Chargee, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the Charged Premises or the lands and premises intended to be charged by the Charge, with their appurtenances, without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whomsoever, free and clear of all arrears of taxes and assessments whatsoever due or payable upon or in respect of the Charged Premises or any part thereof and of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizance and of any other charges or encumbrances whatsoever.

(e) Further Assurances

That from and after default shall happen to be made of or in the payment of the Principal Amount then outstanding, or the interest thereon, or any part of the Principal Amount or interest, as set forth in the Charge or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the Charge contrary to the true intent and meaning thereof, then and in every such case the Chargor, and all and every person or persons whosoever having, or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Charged Premises by, from, under or in trust for the Chargor, shall and will, from time to time, and at all times thereafter, make, do, suffer and execute, deliver, authorize and register or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying, charging and assuring the Charged Premises unto the Chargee, as by the Chargee, or its solicitor shall or may be lawfully and reasonably devised, advised, or required.

(f) Done No Act to Encumber

That the Chargor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby the Charged Premises or the premises intended to be charged by the Charge, or any part thereof, are, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

(g) Insurance

- i) That the Chargor will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, earthquake, explosion, impact, vandalism, malicious acts, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, and all fixtures as hereinafter defined or referred to, and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee and shall pay all premiums and sums of money necessary for such purpose as the same shall become due; each policy of insurance shall provide that loss, if any, shall be payable to the Chargee as its interest may appear, subject to a standard form of mortgage clause or other mortgage clause approved by the Chargee and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled, but shall not be obliged, to insure the said buildings or any of them, and if the Chargee shall pay any premiums or sums of money for insurance for the Charged Premises or any part thereof the amount of such payment shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said debt; and the Chargor shall forthwith on the happening of any loss or damage, furnish at the Chargor's own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of a printed copy of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on account of the amounts secured by the Charge or any part thereof whether due or not then due.
- (ii) If the Charged Premises are part of a Condominium the insurance provisions set out in paragraph (a) above will not apply and the following will apply to the Charge:

That the Chargor or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, explosion, impact, vandalism, malicious acts, earthquake, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter and all fixtures as hereinafter defined or referred to and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and

the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policies of insurance and, without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him by the Condominium Act, R.S.O 1990, c.C.26, as amended or replaced (the "Condominium Act") and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

10. RELEASE

The Chargor has released, remised and forever quitted claim, and by these presents does release, remise, and forever quit claim unto the Chargee, all right, title, interest, claim and demand whatsoever of, in, unto and out of the Charged Premises and every part thereof, so as that the Chargor shall not or may not at any time hereafter have, claim, pretend to, challenge or demand the Charged Premises or any part thereof, in any manner howsoever, subject always to the proviso for defeasance.

11. ENTRY AFTER DEFAULT AND POWER OF SALE

Provided that the Chargee on default by the Chargor of payment of the portion of the Principal Amount then outstanding and interest or any part thereof required by the Charge or in the observing, performing, fulfilling or keeping of one or more of the covenants of the Chargor provided in the Charge may enter into possession of the Charged Premises or the lands and premises intended to be charged and take the rents, issues and profits and, whether in or out of possession, make such lease or leases as it shall think fit, and also on fifteen days' default as aforesaid and after giving at least thirty-five days' written notice to the persons and in the manner prescribed by Part III of the Mortgages Act, R.S.O. 1990, c. M.40, as amended (the "Mortgages Act"), may sell the Charged Premises or the lands and premises intended to be charged by the Charge or any part or parts thereof by public auction or private contract, or partly the one and partly the other, and may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the Chargee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Charged Premises, if occupied, or by placing it on some portion of the Charged Premises, if unoccupied, or at the option of the Chargee, by mailing it by registered mail addressed to the Chargor at the Chargor's last known address and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability. It is hereby further agreed that the proceeds of sale under the Charge may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Charged Premises or by reason of non-payment or procuring payment of monies, secured hereby or otherwise, and that the Chargee may sell all or any part of the Charged Premises on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the Charged Premises and resell without being answerable for loss occasioned thereby, and, in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease under the Charge; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised. or that such notice had not been given in compliance with the Mortgages Act, or had been given improperly, but any person damnified by an unauthorized, improper, or irregular exercise of the power shall have his remedy against the person exercising the power in damages only. The Chargee may sell fixtures, machinery, crops and standing or fallntrees apart from the lands, and the purchaser as well as the Chargee shall have all necessary access for securing, cutting and removal. It is agreed between the parties to the Charge that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Chargee in the Charge contained or existing at law by virtue thereof.

And it is further agreed between the parties to the Charge that until such sale or sales shall be made as aforesaid, the Chargee shall and will stand possessed of the rents and profits of the Charged Premises in case it shall take possession of them on default as aforesaid and after such sale or sales shall stand possessed of the monies to arise and be produced from such sales, or which might arise from any insurance upon the Charged Premises or any part thereof upon trust firstly in payment of all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly in payment of all costs, charges, damages and expenses of the Chargee relating to taxes, rents, insurance, repairs, utilities and any other amounts which the Chargee may have paid relating to the Charged Premises,

thirdly in discharge of all interest and costs then due in respect of the Charge, fourthly in discharge of the portion of the Principal Amount then outstanding secured by the Charge, fifthly in payment of any subsequent encumbrancers according to their priorities and the residue shall be paid to the Chargor as the Chargor may direct and shall also, in such event, at the request, cost and expense of the Chargor, transfer, release and assure unto the Chargor or to such person or persons as the Chargor shall direct and appoint, all such parts of the Charged Premises as shall remain unsold for the purposes aforesaid, discharged from all the Charge, but no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided always, and it is hereby further declared and agreed by and between the parties to the Charge, that notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Chargee shall have and be entitled to its right of foreclosure of the fee interest or equity of redemption of the Chargor in the Charged Premises as fully and effectually as it might have exercised and enjoyed the same in case the power of sale, and the other former provisos and trusts incident thereto had not been contained in the Charge.

12. DISTRESS

Provided that and it is further stipulated, provided and agreed by and between the parties to the Charge that the Chargee may distrain for arrears of interest against the Charged Premises or any part thereof and recover by way of rent reserved as in the case of a demise the arrears of interest and all costs and expenses incurred in such levy or distress and may also distrain for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

13. PRINCIPAL DUE ON DEFAULT OF PERFORMANCE OF COVENANTS

It is agreed by the Chargor and the Chargee that if any default shall occur in the performance of any covenant, proviso or agreement contained in the Charge or if any waste be committed or suffered on the Charged Premises, then, at the option of the Chargee, the principal amount secured by the Charge shall forthwith become due and payable subject to any relief afforded to the Chargor at law. The Chargee may, however, waive its right to call in the Principal Amount or any portion thereof then outstanding and shall not be therefore debarred from asserting and exercising its right to call in the principal amount upon the happening of any future default or breach.

14. CHARGOR'S QUIET POSSESSION UNTIL DEFAULT

Provided and it is agreed that until default in the payment of principal or interest secured by the Charge or intended so to be, or any part of either of the same, or in the performance of any of the provisions set forth in the Charge contrary to the true intent and meaning thereof, it shall be lawful for the Chargor peaceably and quietly to have, hold, use, occupy, possess and enjoy the Charged Premises, and receive and take the rents and profits thereof to the Chargor's own use and benefit, without let, suit, hindrance, interruption, or denial by the Chargee, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for the Chargee.

15. BUILDINGS, ADVANCES AND COST OF SEARCH

It is the intention of the parties to the Charge that the building or buildings erected or to be erected on the Charged Premises form part of the security for the full amount of the monies secured by the Charge; and that all advances are to be made in such manner, at such times and in such amounts up to the full amount of said monies as the Chargee, in its sole discretion, may determine. The Chargor agrees that notwithstanding the Chargor's authorization of registration and the registration of the Charge or the advancement of any part of the monies, the Chargee is not bound to advance the monies or any unadvanced portion thereof and the advance of the monies and any part thereof from time to time shall be in the sole discretion of the Chargee, but nevertheless the Charge shall take effect forthwith upon the delivery for registration of the Charge and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby, the same to be charged by the Charge upon the Charged Premises and shall be without demand thereof, payable forthwith with interest at the Charge Rate and in default the Chargee's power of sale hereby given, and all other remedies under the Charge or at law shall be exercisable.

16. FIXTURES

It is hereby mutually covenanted and agreed by and between the Chargor and the Chargee that all erections and improvements fixed or otherwise either on the date of delivery for registration of the Charge or thereafter put upon the Charged Premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, cleaning and drying equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the lands otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Charged Premises and shall be a portion of the security for the amounts secured by the Charge.

17. PARTIAL RELEASE

Provided that the Chargee may at all times release any part or parts of the Charged Premises or any other security or any surety for payment of all or any part of the monies secured by the Charge or may release the Chargor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Chargee and without thereby releasing any other part of the Charged Premises, or any other securities or covenants contained in the Charge, it being especially agreed that notwithstanding any such release the Charged Premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies secured by the Charge and all legal and other expenses incurred by the Chargee in connection with such release or releases.

18. DEFAULT IN PRIOR CHARGES

It is hereby agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage, charge, lien or other encumbrance to which the Charge is subject or subordinate, then and in that event the monies secured by the Charge shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by the Charge conferred shall become exercisable, and the powers of sale contained in the Charge may be exercised as therein provided.

19. LIENS AND CONSTRUCTION

Provided also that upon the registration of any lien against the Charged Premises, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the portion of the Principal Amount then outstanding and interest and all other amounts secured by the Charge shall, at the option of the Chargee, forthwith become due and payable. In the event that a construction lien is registered against the Charged Premises, the Chargee shall have the right, but not the obligation to pay into court such amounts as may be required to remove the lien from title to the Charged Premises. Any amounts so paid by the Chargee, together with all expenses incurred by the Chargee in connection therewith, including all solicitor's charges or commissions, as between a solicitor and his client, shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

20. WASTE, VACANCY, REPAIR AND BUILDING COMPLETION

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Charged Premises and that the Chargor will maintain the buildings or other improvements on the Charged Premises in good order and repair to the satisfaction of the Chargee and will not permit or suffer them to become or remain vacant and the Chargee may, but shall not be obliged to, make such repairs, improvements and alterations as it may deem necessary or complete the construction or reconstruction of any building on the Charged Premises, and the cost of repair, construction or reconstruction shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

21. INSPECTION

The Chargee, its agent, employees, and independent contractors may, at any time, enter upon the Charged Premises to fully inspect the Charged Premises and where deemed necessary and/or advisable by the Chargee, an notwithstanding section 14 hereof, to conduct investigations including intrusive testing and sampling on the Charged Premises for the purpose of determining the presence of or the potential for environmental contamination and the reasonable cost of such inspection shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate, and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

22. ALTERATIONS

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Charged Premises without the prior written consent of the Chargee.

23. PROHIBITION AGAINST RENTAL

If the Charged Premises are or are intended to be used as residential premises then the following provisions shall apply:

- (a) The Chargor represents, warrants, covenants and agrees that no part of the Charged Premises are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement of or allow occupancy by a Tenant of the whole or any part of the Charged Premises (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargee which consent may be refused at the sole discretion of the Chargee; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargee, which consent may be refused, restricted or made conditional at the sole discretion of the Chargee; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions;
- (b) The Renting of the whole or any part of the Charged Premises without the written consent of the Chargee shall be deemed to have been done with the object of discouraging the Chargee from taking possession of the Charged Premises on default or adversely affecting the value of the Chargee's interest in the Charged Premises within the meaning of Section 52(1) of the Mortgages Act.
- (c) In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargee, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;
- (d) If the whole or any part of the Charged Premises are rented to a Tenant with or without the consent of the Chargee, at such time as the Chargee is entitled to enforce its rights under the Charge by reason of default of the Chargor, the Chargee may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the cooperation of such Tenant in selling the Charged Premises, showing the Charged Premises and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Charge Rate and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargee; the Chargorappoints the Chargee to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Charged Premises and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which it, as Chargee, may consider desirable;
- (e) When used in this section Tenant shall have the meaning set out in Section 1 of the Tena Protection Act, 1997, S.O. 1997, c.24, as amended.

24. NON-MERGER

Provided and it is agreed, that the taking of a judgment or judgments on any of the covenants contained in the Charge shall not operate as a merger of the said covenant or affect the Chargee's right to interest at the rate and times provided in the Charge; and further that said judgement shall provide that interest thereon shall be computed at the Charge Rate and in the same manner as provided in the Charge until the said judgement shall have been fully paid and satisfied.

25. RIGHTS ON DEFAULT

And the Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment of principal, interest or taxes secured by the Charge or any other monies payable under the Charge by the Chargor or on breach of any covenant, proviso or agreement contained in the Charge after all or any part of the monies secured by the Charge have been advanced, the Chargee may at such time or times as it may deem necessary and without the concurrence of any other person enter upon the Charged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Charged Premises, or for inspecting, taking care of, leasing, collecting the rents of, and managing generally the Charged Premises, and for environmental remediation to bring the Charged Premises into compliance with recognized environmental standards, statutory or otherwise, as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes shall be forthwith payable by the Chargor to the Chargee, and shall be a charge upon the Charged Premises prior to all claims thereon subsequent to the Charge and shall bear interest at the Charge Rate until paid.

26. OBLIGATIONS SURVIVE SALE

Provided further that no sale or other dealing by the Chargor with the Charged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies secured by the Charge.

27. DUE ON SALE

Provided that in the event of the Chargor selling, conveying, transferring, or entering into any agreement of sale or transfer of the title of the Charged Premises then, at the option of the Chargee, all monies secured by the Charge shall forthwith become due and payable.

28. PRIOR ENCUMBRANCES

It is further stipulated, provided and agreed, that the Chargee may pay the amount of any encumbrance ,lien or charge existing now or existing after the date of the Charge, or to arise or to be claimed upon the Charged Premises having priority over the Charge, including, without limitation, any taxes, utility charges or other rates on the Charged Premises, any construction lien, or any amounts payable to a Condominium Corporation, and may pay all costs, charges and expenses and all solicitor's charges or commissions, as between a solicitor and his client, which may be incurred in taking, recovering and keeping possession of the Charged Premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Chargor under the Charge whether any action or any judicial proceedings to enforce such payments has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other monies paid under the Charge by the Chargee shall be added to the debt secured by the Charge and be a charge on the Charged Premises and shall bear interest at the Charge Rate, and shall be payable forthwith by the Chargor to the Chargee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the paragraph dealing with power of sale and shall entitle the Chargee to exercise the power of sale and all other remedies hereby given. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security or otherwise, it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation, or government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if it thinks proper to do so.

29. ONTARIO NEW HOME WARRANTIES PLAN ACT

If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended (the "ONHWPA"), including, without any limitation whatsoever, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Charged Premises or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be added to the debt hereby secured and be a charge on the Charged Premises in priority to all other encumbrances registered or arising subsequent to the Charge and shall bear interest at the Charge Rate and shall be payable forthwith by the Chargor to the Chargee.

30. EXTENSIONS

Provided that no extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor or any other dealing with the owner of the Charged Premises, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured.

31. DISCHARGE

The Chargee shall have a reasonable time after payment in full of the monies secured by the Charge within which to prepare and register a discharge or, if requested, and if required by law to do so, an assignment of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and registration of such discharge or assignment and any administrative charge or fee of the Chargee shall be borne by the Chargor.

32. OTHER SECURITY

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the Charged Premises as security for monies secured under the Charge or any other monies due to the Chargee.

It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other charges shall be the aggregate of the Principal Amount of the Charge and the principal amounts secured under any such other charges.

33. PLACE OF PAYMENT AND WITHHOLDINGS FROM PAYMENTS

- (a) Place of Payment. Provided that all such payments secured by the Charge shall be made at the branch of the said Chargee designated in the Charge, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada.
- (b) Withholdings from Payments. If the Chargor is required by law to make any deduction or withholding from any sum payable by the Chargor to the Chargee under the Charge, then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Chargee receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made; and the Chargor shall pay the full amount to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Chargee within thirty days after the Chargor has made such payment to the applicable authority a receipt issued by such authority evidencing such payment.

(c) Tax on Loan. The Chargor shall pay to the Chargee, on demand, the amount of any income, corporate, withholding or similar taxes (other than the Chargee's income taxes) (the "Income Taxes") that may be imposed upon or in respect of the Principal Amount from time to time outstanding, together with interest thereon that the Chargee may be called upon to pay, together with interest from the date on which such Income Taxes are paid by the Charge at the rate and compounded in the manner provided in the Charge.

34. SPOUSE'S CONSENT

The spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee under the Charge, and agrees that the Chargee may, without further notice, deal with the Charged Premises and the debt created by the Charge as the Chargee may see fit.

35. FAMILY LAW ACT

The Chargor covenants and agrees that:

- (a) the Chargor or the owner from time to time of the Charged Premises will advise and keep advised the Chargee as to whether the Chargor or the owner from time to time is a spouse as defined in the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act"), and if so, the name of the Chargor's spouse, and of any change in the Chargor's spousal status or in the status of the Charged Premises as a matrimonial home within the meaning of the Family Law Act, and
- (b) forthwith on request the Chargor will furnish the Chargee with such evidence in connection with any of the matters referred to in clause (a) above as the Chargee may from time to time require, including, without limitation, the Chargor's and the Chargor's spouse's name, address and birth date and the Chargor's and the Chargor's spouse's authorization to the Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, to provide the Chargee from time to time on request all information in its possession relative to any marriage, divorce or death of the Chargor or the Chargor's spouse, and on default the Principal Amount, interest and all other monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable.

36. SEVERABILITY OF ANY INVALID PROVISIONS

It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or any other applicable law, or would by reason of the provisions of any such statute or regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the advances secured by the Charge which it would otherwise be able to collect under such statute or regulation or other applicable law, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

37. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

Provided that no failure to enforce at any time or from time to time any of the rights of the Chargee under the Charge shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default under the Charge of the Chargor shall relieve the Chargor from any default thereunder; and no waiver at any time or frotime to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

38. FARM LANDS

If the Charged Premises are farm lands, the Chargor will in each year during the currency of the Charge either put into crop or summer fallow in good, proper and husbandlike manner every portion of the Charged Premises which has been or may hereafter be brought under cultivation, and will keep the Charged Premises clean and free from all noxious weeds and generally see that the Charged Premises do not depreciate in any way.

39. CHANGE OF CORPORATE CONTROL

Where the Chargor is a corporation the Chargor covenants and agrees that in the event that:

- (a) the Charger fails to supply to the Chargee, in a form satisfactory to the Chargee, such information relating to the ownership of its shares as the Chargee may from time to time require; or
 - (b) without the written consent of the Chargee first had and obtained,
 - (i) the Chargor issues or redeems any of its shares or transfers any of its shares.
 - (ii) there is a sale or sales of the shares of the Chargor which result in the transfer of the legal or beneficial interest of any of the shares of the Chargor, or
 - (iii) the Chargor amalgamates, merges or consolidates with any other corporation,

and the result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Charger, then all monies secured by the Charge together with accrued interest thereon shall forthwith become due and payable at the option of the Chargee and the Chargee's powers of sale hereby given and all other remedies for enforcement shall be exercisable.

40. COMPLIANCE WITH THE LAW AND ENVIRONMENTAL COMPLIANCE

The Chargor hereby represents and warrants to the Chargee that:

- (a) there is not in, on or about the Charged Premises any product or substance or condition (including, without restriction, contaminants, wastes, moulds or hazardous or toxic materials), equipment or anything else which contravens any statute, regulation, by-law, order, direction or equivalent relating to the protection of the environment or which isnot being dealt with according to best recognized practices relating to the environment;
- (b) to the best of the knowledge of the Chargor, no circumstance has existed on the Charged Premises or exists or has existed on any land adjacent to the Charged Premises which constitutes or could reasonably constitute contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment;
- (c) no claim or notice of any action, investigation or proceeding of any kind has been threatened, made or issued or is pending relating to an environmental condition on the Charged Premises; and
- (d) the Charged Premises are being used in compliance with all statutes, regulations, orders, by-laws, directions and equivalent relating to the protection of the environment.

The Chargor hereby covenants and agrees with the Chargee as follows:

- (a) the Chargor shall give to the Chargee immediate notice of any material change in circumstances in respect of the Charged Premises or adjacent land which would cause any of the representations and warranties contained in the immediately preceding paragraphs (a) to (d) inclusive to become untrue; and
- (b) the Chargor shall not permit or create, and shall not allow anyone else to permit or create, any circumstance on the Charged Premises which would constitute or could reasonably constitute a contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment.

The Chargor further covenants and agrees with the Chargee at all times promptly to observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders, regulations and equivalent of every government authority dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, contaminants, wastes, hazardous or toxic materials, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor shall from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance and pay immediately when due the cost of removal of any such contaminants, wastes and materials, and shall at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and shall take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order, regulation, covenant or equivalent; and the Chargor shall cause its tenants, agents and invitees to comply with all the foregoing at their own expense.

The Chargor shall indemnify and hold harmless the Chargee (and its directors, officers, employees and agents) from and against all loss, cost, damage or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claim) due to the Chargor's failure to comply with any of the covenants and agreements in this clause, or due to the presence of any contaminant, waste, mould or hazardous or toxic material referred to in this clause, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of the Charge or the release from the Charge of part or all of the Charged Premises.

41. CONDOMINIUMS

If the Charge is of a unit or units within a Condominium the following provisions shall apply:

- (a) The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed on the Chargor by the Condominium Act and by the Declaration, the by-laws, and the rules as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Charged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under the Charge.
- (b) Without limiting the generality of the foregoing, the Chargor covenants and agrees that the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Charged Premises and in the event of default in doing so the Chargee, at its option, may pay the same and the amount so paid shall be added to the debt secured by the Charge and shall be a charge on the Charged Premises and shall bear interest at the Charge Rate from the time of such payments and shall be payable forthwith by the Chargor to the Chargee whether or not any payment in default has priority to the Charge or any part of the monies secured thereby.
- (c) The Chargor hereby irrevocably authorizes and empowers the Chargee to exercise the right of the Chargor as an owner of the Charged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:
 - (i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the said Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interests of the Chargor; and
 - (iii) the exercise of the right to vote or consent shall not constitute the Chargee a chargee in possession.
- (d) The Chargor covenants and agrees to advise the Condominium Corporation to send all notices to the Chargee and to notify the Chargee of any breaches by the Condominium Corporation that come to the attention of the Chargor in order that the Chargee is kept fully informed.

42. RECEIVERSHIP

Notwithstanding anything contained in the Charge, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in such receiver's stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority (which power and authority shall not be revocable by the Chargor) to:
 - (i) collect the rents and profits from tenancies whether created before or after these presents;
 - rent any portion of the Charged Premises which may be or become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
 - (iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and
 - (iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

- (b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.
- (c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.
- (d) Every such receiver shall be deemed to be the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for the receiver's acts or omissions.
- (e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Charger or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a chargee in possession of the Charged Premises.
- (f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by the receiver in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - (i) the remuneration of the receiver aforesaid;
 - (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of the receiver's powers and authority hereby conferred;
 - (iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including taxes;
 - (iv) to the Chargee, all interest, principal and other monies due under the Charge to be paid in such order as the Chargee in its discretion shall determine;
 - (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the Charge Rate

- (g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under the Chargor by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.
- (i) The statutory declaration of an officer of the Chargee as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers provided for in the Charge and such dealing shall be deemed, as regards such person, to be valid and effectual.
- (j) The rights and powers conferred in and by the Charge in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

43. COMPLIANCE WITH THE LAW

The Chargor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor will from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

44. CHARGEE EXPENSES

The Charger agrees to pay the reasonable and necessary costs, charges and expenses of and incidental to the Charge, and to any and all other documents required in connection therewith, and of any amendment or renewal thereof, and of anything done in connection with the enforcement of the security granted thereby or the procuring of the payment of any monies payable under the Charge, including, without limiting the generality of the foregoing, all solicitors' fees, on a solicitor and client basis, costs and expenses of examination of title, and the obtaining of the opinion of counsel for the Chargee thereon and all costs and expenses valuing the Charged Premises in connection with the foregoing and of anything done in connection with defending the validity or priority of the Charge as against third parties. The Charge further agrees that such amounts shall be paid forthwith upon demand and until paid shall bear interest at the Charge Rate and shall be a charge on the Charged Premises secured by the Charge prior to all claims thereon subsequent to the Charge.

45. INTERPRETATION

And it is hereby agreed and declared that the expression "the Chargor" used in these standard charge terms and the Charge shall include the heirs, executors, personal representatives, administrators, successors and assigns of each and every Chargor and the expression "the Chargee" shall include the successors and assigns of the Chargee and (if the Charge affects a Condominium) the expression "Condominium Corporation" shall mean the Condominium Corporation referred to in the description and the expression "Declaration" shall mean the declaration registered in connection with the Condominium Corporation, and the words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed under the Charge upon each Chargor shall be equally binding upon his, her, its or their respective heirs, personal representatives, executors, administrators,

successors, and assigns and that all such covenants, liabilities and obligations shall be joint and several, and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to and exercisable by its successors and assigns; and if the Chargor is comprised of more than one person, all covenants by the Chargor herein contained or implied are and are to be construed as both joint and several.

46. PARAGRAPH HEADINGS

The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

47. DATE OF CHARGE

The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

48. EFFECT OF DELIVERY

The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in a written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor, and any other party to the Charge, agrees not to raise in any proceedings by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

RECEIPT		
The Chargor(s) hereby acknow before signing the Charge.	vledges receipt of a true copy of the Charge and the foregoing Standard Charge Term	ıs
DATED the	day of ,	
[Insert Name of Chargor(s)]		

Page 12 of 13

The Guarantor(s) hereby acknowledges receipt of a true copy of before signing the Charge.	the Charge and the foregoing Standard Charge Terms
DATED the day of , _	·
[Insert Name of Guarantor (s)]	
	_
	_
	_
	_

Registered as CO266538 on 2022 07 12 at 16:38

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

Properties

PIN 00148 - 0095 LT

Description PT LT 24 CON BROKEN FRONT WEST OXFORD AS IN 313838 EXCEPT PT 1,

41R3447; INGERSOLL

Address 150 OAKWOOD STREET

INGERSOLL

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 150 OAKWOOD STREET HOLDINGS INC.

Address for Service 33 Bachelor Street

Brampton, Ontario L7A 5B1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Party To(s) Capacity Share

Name ROYAL BANK OF CANADA

Address for Service ATTENTION: Collateral Security Team

BUSINESS LENDING ORIGINATION GROUP

36 York Mills Road, 4th Floor Toronto, Ontario M2P 0A4

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, CO266537 registered on 2022/07/12 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Melissa Morgan Craig

21 King Street West, 11th Floor acting for Signed 2022 07 12

Hamilton Applicant(s)

L8P 4W7

Tel 905-527-6877 Fax 905-527-6169

I have the authority to sign and register the document on behalf of all parties to the document.

Melissa Morgan Craig 21 King Street West, 11th Floor acting for Signed 2022 07 12

Hamilton Party To(s)

L8P 4W7

Tel 905-527-6877 Fax 905-527-6169

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

AGRO ZAFFIRO LLP 21 King Street West, 11th Floor 2022 07 12

Hamilton L8P 4W7

Tel 905-527-6877 Fax 905-527-6169

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

File Number

Party To Client File Number: MAT55455



ASSIGNMENT OF RENTS

hereinafter called the ",	150 OAKWOOD STREET HOLDINGS INC.
OF THE FIRST PART,	
AND	
ROYAL BANK OF CAN	ADA harainaftar called the RA :
OF THE SECOND PART	Assigned
WHEREAS, by a Mortga Land (Registry/Titles) [age dated the 8th day of July, 2022 and registered in the Land Registry Office for the Division of (No. 41) as instrumen as instrumen
more particularly desc FIVE MILLION SEVEN	ribed in Schedule "A" hereto annexed which Mortgage secures payment of the sum of the su
0.0	officer to do the Minimage. Whomover in this in the
therefor either in whole	to licitude dily renewals or extensions thereof and and and
Schedule "B" hereto an performance of the cover	ticularly described in Schedule "A" hereto (the "Leases") now or hereafter entered into by the ith tenants thereof (Lessees) and including without limitation the specific leases referred to it nexed, as additional security for the payment of the money secured by the Mortgage, and for the payments contained therein:
AND MAILEREA	enants contained therein;
	enants contained therein; S it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be aid mortgage monies or any unadvanced portion thereof;
NOW THEREFORE THIS said Mortgage, and the	enants contained therein; S it is agreed that notwithstanding anothing in this land of the
NOW THEREFORE THIS said Mortgage, and the hereby acknowledged), 1. The Assignor hunder the Leases (included)	enants contained therein; S it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be aid mortgage monies or any unadvanced portion thereof; INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is doth covenant and agree with the Assignee as follows: ereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable ding without limitation the consideration the specific leaves.
NOW THEREFORE THIS said Mortgage, and the hereby acknowledged), 1. The Assignor hunder the Leases (includenefits and advantage and assigns. 2. The Assignor confithe Assignee, perminonths of such rents be	enants contained therein; S it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be aid mortgage monies or any unadvanced portion thereof; INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the sum of One (\$1.00) Pollor pages and for the
NOW THEREFORE THIS said Mortgage, and the hereby acknowledged), 1. The Assignor hunder the Leases (includenefits and advantage and assigns. 2. The Assignor confirmed the Assigner, permission that the terms, covenants, possible terms, covenants, cov	enants contained therein; Sit is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be aid mortgage monies or any unadvanced portion thereof; INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is doth covenant and agree with the Assignee as follows: ereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable ding without limitation the specific leases referred to in Schedule "B" hereto annexed) and all so to be derived therefrom, to hold and receive the same unto the said Assignee, its successors ovenants and agrees with the Assignee that the Assignor will not, without the consent in writing the tany prepayment of rents payable under any of the Leases that will result in more than two provisos or conditions thereof.

GB

(a) in Its own name;

(b) in the name of the Assignor, and

- (c) in the names of both the Assignor and the Assignee jointly.
- The Assignor agrees to assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.
- 6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases, (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises described in Schedule "A" hereto or by delivering the same personally to any Lessee, or an officer of such Lessee.
- 7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.
- 8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.
- 9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.
- 10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.
- 11. PROVIDED that nothing in this Indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises described in Schedule "A" hereto and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.
- 12. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.
- 13. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

SIGI	NED, SEALED AND DELIVERED
150	OAKWOOD STREET HOLDINGS INC.
Per:	Faullas
	Name: Gurjeet Singh Bhullar, President
Per:	
With	n authority to bind the Corporation.

SCHEDULE "A" Legal Description

PT LT 24 CON BROKEN FRONT WEST OXFORD AS IN 313838 EXCEPT PT 1, 41R3447; INGERSOLL, being all of PIN 00148-0095 (LT), and known municipally as: 150 Oakwood Street, Ingersoll, Ontario.



LESSEE

LEASE DATE (MM/DD/YYYY)

EXPIRY DATE (MM/DD/YYYY)

REGISTRATION NO.

Respondents Court File No. CV-25-00003710-0000

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

APPLICATION RECORD

GOWLING WLG (CANADA) LLP

1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5

Rachel Moses (LSO# 42081V)

rachel.moses@gowlingwlg.com

Tel: 416-862-3630

Carol Liu (LSO# 84938G) carol.liu@gowlingwlg.com

Tel: 416-862-4300

Lawyers for the Applicant, Royal Bank of Canada