

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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 2 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. 33 Bachelor Street Brampton, ON L7A 5B1 Attention: Gurjeet Bhullar and Harpreet Bajwa Email: gbhullar@tysongroup.ca ; bajwa@tysongroup.ca
AND TO:	150 OAKWOOD STREET HOLDINGS INC. 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:	GURBINDER SAINI 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 Email: bajwa@tysongroup.ca
AND TO:	NAVJOT SINGH 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:	COAST CAPITAL EQUIPMENT FINANCE LTD. 3610 – 181 Bay Street Toronto, ON M5J 2T3
AND TO:	COAST CAPITAL EQUIPMENT FINANCE LTD. 800 – 9900 King George Blvd. Surrey, BC V3T 0K7
AND TO:	TD AUTO FINANCE (CANADA) INC. 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 6050 Dixie Road Mississauga, ON L5T 1A6 Email: credit@tpinecapital.com
AND TO:	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H 4M2 Email: client.service@meridianonecap.ca
AND TO:	CWB NATIONAL LEASING INC. 1525 Buffalo Place Winnipeg, MB R3T 1L9 Email: customerservice@cwbnationalleasing.com

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

B E T W E E N:

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

INDEX

Tab	Description	Page No.
1.	Notice of Application issued July 10, 2025	1-43
2.	Affidavit of Philip O’Gorman sworn July 9, 2025	44-62
A	Exhibit A - Corporate Profile Report for Tyson Trucking Group Ltd. as at June 26, 2025	63-67
B	Exhibit B - Corporate Profile Report for 150 Oakwood Street Holdings Inc. as at June 26, 2025	68-75
C	Exhibit C - Corporate Profile Federal for Tyson Investment Holdings Inc. as at June 26, 2025	76-79
D	Exhibit D - Tyson Trucking Credit Agreements	80-182
E	Exhibit E - 150 Oakwood Credit Agreement dated January 18, 2024	183-206
F	Exhibit F - Tyson Trucking and Bhullar Jatt GSA	207-226

	G	Exhibit G - 150 Oakwood GSA dated July 6, 2022	227-237
	H	Exhibit H - Tyson Investments GSA dated January 18, 2024	238-248
	I	Exhibit I - Mortgage Security	249-270
	J	Exhibit J - Guarantees for Tyson Trucking	271-289
	K	Exhibit K - Guarantees for 150 Oakwood Holdings	290-308
	L	Exhibit L - PPSA Searches for the Respondents as at June 26, 2025	309-435
	M	Exhibit M - Parcel Register, Tax Certificate and Second Mortgagee Instruments	436-444
	N	Exhibit N - Email dated September 19, 2024	445-453
	O	Exhibit O - Email dated September 25, 2024	454-457
	P	Exhibit P - First Batch Demands and Notices dated November 15, 2025	458-478
	Q	Exhibit Q - Email Correspondence dated December 4 to December 11, 2024	479-578
	R	Exhibit R - Fully Executed Forbearance Agreement dated December 4, 2024	579-658
	S	Exhibit S - Second Set of Demands dated June 2, 2025	659-697
	T	Exhibit T - Email Correspondence dated May 21 to May 22, 2025	698-715
	U	Exhibit U - Email Correspondence dated July 3, 2025	716-721
3.		Consent of msi Spergel Inc. to act as Receiver dated July 10, 2025	722-724
4.		Draft Order (Appointing Receiver)	725-742
5.		Redlined Draft Order compared against Model Order	743-765

This is Exhibit "J" 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)

CAROL LIU



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
571445618

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
TYSON TRUCKING GROUP LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **TYSON TRUCKING GROUP LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,380,000.00 Four Million Three Hundred Eighty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Saskatchewan** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other

jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.



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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 12 day of JAN, 2023

150 OAKWOOD STREET HOLDINGS INC.

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

Full name and address
GURJEET BHULLAR / 33 BACHELOR STREET, BRAMPTON, L7A-5B1
NAVJOT SINGH / 179 Langlaw Street. Cambridge, ON.



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 150 OAKWOOD STREET HOLDINGS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$3,675,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee, and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or viable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer, excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obliges from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in





any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 18 day of January, 2024.

TYSON INVESTMENT HOLDINGS INC.

Insert the full name and address of grantor. (Do not sign over)

Full name and address
TYSON INVESTMENT HOLDINGS INC.
33 BACHELOR ST, BRAMPTON, ON L7A 5B1



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
571445618

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
TYSON TRUCKING GROUP LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **TYSON TRUCKING GROUP LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or how ever otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,380,000.00 Four Million Three Hundred Eighty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 12 day of January, 2023



WITNESS - N. A. 1001



HARPREET BAJWA

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

Full name and address
HARPREET SINGH BAJWA
118 OAK AVE 9 PARIS 9 ON 9 N3L-0J6



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
571445618

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
TYSON TRUCKING GROUP LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **TYSON TRUCKING GROUP LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,380,000.00 Four Million Three Hundred Eighty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in


any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 12 day of JAN, 2023



WITNESS - NAVJOT SINGH.



GURJEET BHULLAR

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

Full name and address
GURJEET SINGH BHULLAR
33 BACHELOR STREET, BRAMPTON, ON, L7A-5B1



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
571445618

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
TYSON TRUCKING GROUP LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **TYSON TRUCKING GROUP LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,380,000.00 Four Million Three Hundred Eighty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 12 day of JAN, 2023



WITNESS GURJEET BHULLAR



GURBINDER SAINI

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

Full name and address
<u>GURBINDER SAINI</u>
<u>3728 GEE CRESENT, REGINA, SK S4V-3P1</u>



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
571445618

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
TYSON TRUCKING GROUP LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **TYSON TRUCKING GROUP LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or how ever otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,380,000.00 Four Million Three Hundred Eighty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

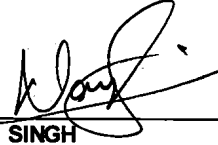
(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 12 day of JAN, 2022.



WITNESS



NAVJOT SINGH

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

Full name and address	
NAVJOT SINGH.	= 179 Langlaw Street. Cambridge, ON.

This is Exhibit "K" 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.

A handwritten signature in blue ink, appearing to read "Carol Liu", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

CAROL LIU



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **150 OAKWOOD STREET HOLDINGS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$3,575,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

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

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

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer, excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

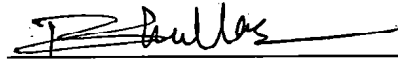
any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 06 day of July, 2022.

TYSON TRUCKING GROUP LTD.



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

<u>Full name and address</u>
TYSON TRUCKING GROUP LTD.
13-320 GREAT PLAINS ROAD, EMERALD PARK, SK S4L 0B8



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 150 OAKWOOD STREET HOLDINGS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$3,675,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee, and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or viable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer, excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obliging from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

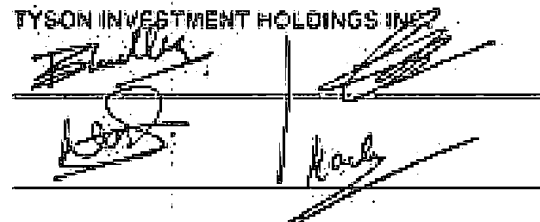
any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 18 day of January, 2024.

TYSON INVESTMENT HOLDINGS INC.



Insert the full name and address of grantor. (Do not sign over)

Full name and address
TYSON INVESTMENT HOLDINGS INC.
33 BACHELOR ST, BRAMPTON, ON L7A 5B1



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **150 OAKWOOD STREET HOLDINGS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$3,575,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

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

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.


(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 06 day of July, 2022



WITNESS



HARPREET BAJWA

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

Full name and address	
HARPREET BAJWA	
73 EASTWAY STREET, BRAMPTON, ON L6S 0A7	118 Oak Ave, Paris ON N3L0J6



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **150 OAKWOOD STREET HOLDINGS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$3,575,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

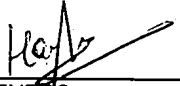
any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 06 day of JULY, 2022.



WITNESS



GURJEET BHULLAR

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

Full name and address
GURJEET BHULLAR
100 CANNON STREET, REGINA, SK S4N 4T3 33 BACHELOR ST, BRAMPTON, ON, L7A-5B1



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **150 OAKWOOD STREET HOLDINGS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$3,575,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

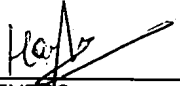
any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 06 day of JULY, 2022.


WITNESS


GURJEET BHULLAR

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

Full name and address
GURJEET BHULLAR
100 CANNON STREET, REGINA, SK S4N 4T3 33 BACHELOR ST, BRAMPTON, ON, L7A-5B1



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
267597912

BORROWER:
150 OAKWOOD STREET HOLDINGS INC.

BRANCH ADDRESS:
21 KING ST W
SUITE 200
HAMILTON, ON
L8P 4W7

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **150 OAKWOOD STREET HOLDINGS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$3,575,000.00 Three Million Five Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

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

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.


(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

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

EXECUTED this 06 day of July, 2022.


WITNESS


NAVJOT SINGH

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

<u>Full name and address</u>
NAVJOT SINGH
179 LANGLAW DRIVE, CAMBRIDGE, ON N1P 1E8

This is Exhibit "L" 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)

CAROL LIU

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY
RESULTS**



*A Service Provider under
Contract with the Ministry of
Government Services*

Prepared for :	Gowling WLG (Canada) LLP - Toronto - Mar
Reference :	
Docket :	G10055514
Search ID :	1036710
Date Processed :	26 Jun 2025
Report Type :	PPSA Electronic Response
Search Conducted on :	TYSON TRUCKING GROUP LTD.
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 177
RUN DATE : 2025/06/26
ID : 20250626105957.12

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

REPORT : F
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN
THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
FILE CURRENCY : 25JUN 2025

ENQUIRY NUMBER 20250626105957.12 CONTAINS 114 PAGE(S), 38 FAMILY(IES).

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

GOWLING WLG (CANADA) LLP - TORONTO - MAR
1 FIRST CANADIAN PLACE
TORONTO ON M5X 1G5

CONTINUED... 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TYSON TRUCKING
FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 517281777

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	3	20250613 1258 4085 8293	P	PPSA	02
----	-----	---	-------------------------	---	------	----

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03	NAME	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.
----	------	---------------	-----------------------------

ONTARIO CORPORATION NO.

04	ADDRESS	199 CANNON STREET	REGINA	SK	S4N 4T3
----	---------	-------------------	--------	----	---------

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
1970-01-01	JOHN	J	DOE
1975-03-15	MARY	M	SMITH
1980-07-22	DAVID	D	BROWN
1985-11-08	SARAH	S	WILLIAMS
1990-05-12	MICHAEL	M	JONES
1995-09-25	EMILY	E	GARCIA
2000-02-18	CHRISTOPHER	C	MILLER
2005-06-30	AMANDA	A	DAVIS
2010-10-05	ANTHONY	A	WILSON
2015-04-20	STEPHANIE	S	MOORE
2020-08-10	LEWIS	L	ANDERSON

05 DEBTOR

06	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.
----	------	---------------	---------------------------

ONTARIO CORPORATION NO.

07	ADDRESS	33 BACHELOR STREET	BRAMPTON	ON	L7A5B1
----	---------	--------------------	----------	----	--------

ADDRESS 33 BACHELOR STREET

08 SECURED PARTY / VFS CANADA INC.

LIEN CLAIMANT

09 ADDRESS 238 WELLINGTON ST. E. 3RD FLR. AURORA ON L4G 1J5

ADDRESS 238 WELLINGTON ST. E. 3RD FLR.

COLLATERAL CLASSIFICATION

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

10 X X X

[illegible]

11	MOTOR	2020 VOLVO VNL64T-760	4V4NC9EH5LN230175
----	-------	-----------------------	-------------------

12 VEHICLE

13 GENERAL THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND

14 COLLATERAL AFTER-ACQUIRED PARTS. ACCESSIONS. COMPONENTS. APPLIANCES.

15	DESCRIPTION	ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED. INSTALLED OR

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED..... 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
517281777

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

3

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20250613 1258 4085 8293

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS- ALL GOODS, CHATTEL

14

COLLATERAL

15

DESCRIPTION

PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
517281777

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

3

MOTOR VEHICLE SCHEDULE

20250613 1258 4085 8293

REGISTRATION NUMBER

4085 8293

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

V.I.N.

11

MOTOR

YEAR MAKE

MODEL

12

VEHICLE

YEAR MAKE

MODEL

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

DESCRIPTION

15

REGISTERING

AGENT

16

ADDRESS

RUN NUMBER : 177		PROVINCE OF ONTARIO				REPORT : F	
RUN DATE : 2025/06/26		MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY				PAGE : 5	
ID : 20250626105957.12		PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM					
		ENQUIRY SEARCH RESPONSE					
TYPE OF SEARCH : BUSINESS DEBTOR							
SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.							
FILE CURRENCY : 25JUN 2025							
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
FILE NUMBER							
00	517283721						
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20250613 1331 2758 9247	R RSLA	01
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	FIRSTCARE TRANSPORT LTD.				
			ONTARIO CORPORATION NO.				
04		ADDRESS	33 STANWELL DR		BRAMPTON	ON	L6Z 3Y7
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	9329463 CANADA INC.				
			ONTARIO CORPORATION NO.				
07		ADDRESS	33 STANWELL DR		BRAMPTON	ON	L6Z 3Y7
08	SECURED PARTY / LIEN CLAIMANT		2582144 ONTARIO LTD. O/A SHINE AUTO BODY SHOP				
09		ADDRESS	1094 WESTPORT CRESCENT		MISSISSAUGA	ON	L5T 1G1
	COLLATERAL CLASSIFICATION						
	CONSUMER	MOTOR VEHICLE			AMOUNT	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
10					X 9000		
	YEAR MAKE		MODEL		V.I.N.		
11	MOTOR	2022 VOLVO	VVN		4V4NC9EH1NN294720		
12	VEHICLE						
13	GENERAL	COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,					
14	COLLATERAL	EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS					
15	DESCRIPTION	THEREOF INCLUDING INSURANCE DISBURSEMENTS. 25-13836					
16	REGISTERING AGENT	BDSL -25-13836					
17		ADDRESS	162 GUELPH ST UNIT 106		GEORGETOWN	ON	L7G 5X7
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					

CONTINUED... 6

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
517283721

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

2

MOTOR VEHICLE SCHEDULE

20250613 1331 2758 9247

REGISTRATION NUMBER

20250613 1331 2758 9247

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH

475 HARROP DR

FIRST GIVEN NAME

INITIAL

SURNAME

MILTON

ONTARIO CORPORATION NO.

ON

L9T 3H3

05

DEBTOR

06

NAME

BUSINESS NAME

COAST CAPITAL EQUIPMENT FINANCE LTD.

07

DATE OF BIRTH

3610-181 BAY ST

FIRST GIVEN NAME

INITIAL

SURNAME

TORONTO

ONTARIO CORPORATION NO.

ON

M5J 2T3

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING
AGENT

17

YEAR MAKE

MODEL

V.I.N.

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	514939302											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		001	1			20250404 1523 2758 8184		R RSLA		01		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		TPINE LEASING CAPITAL CORPORATION							
										ONTARIO CORPORATION NO.		
04			ADDRESS		6050 DIXIE ROAD				MISSISSAUGA		ON L5T 1A6	
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR											
06	NAME		BUSINESS NAME		TYSON TRUCKING GROUP LTD.							
										ONTARIO CORPORATION NO.		
07			ADDRESS		475 HARROP DR				MILTON		ON L9T 3H3	
08	SECURED PARTY / LIEN CLAIMANT				DYNAMIC CIVIL RECOVERY CORP.							
09			ADDRESS		111-4 ALLIANCE BLVD				BARRIE		ON L4M 7G3	
COLLATERAL CLASSIFICATION												
		CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED		AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10							X		1893			
		YEAR MAKE		MODEL		V.I.N.						
11	MOTOR		2023 VOLVO		VVN		4V4NC9EH9PN326798					
12	VEHICLE											
13	GENERAL		COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,									
14	COLLATERAL		EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS									
15	DESCRIPTION		THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24D-3889									
16	REGISTERING AGENT											
17			ADDRESS									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
512544915

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001320250109 1636 1902 3944P PPSA04

02

DEBTOR

03

NAME

BHULLAR JATT TRANSPORT LTD.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

199 CANNON STREET

REGINA

SK

S4N 4T3

05

DEBTOR

06

NAME

TYSON TRUCKING GROUP

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

199 CANNON STREET

REGINA

SK

S4N 4T3

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

800-9900 KING GEORGE BLVD.

SURREY

BC

V3T 0K7

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

11

MOTOR

12

VEHICLE

2014 STRICK

MODEL

2014 STOUGHTON

DRY VAN

V.I.N.

1DW1A5329ES477558

13

GENERAL

14

COLLATERAL

USED 2014 STRICK ALUMINUM DRY VAN TRAILER S/N 1S12E9534EE529439

(1) USED 2014 STOUGHTON DRY VAN TRAILER S/N 1DW1A5329ES477558 & (1)

15

DESCRIPTION

16

REGISTERING AGENT

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
512544915

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

002

3

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20250109 1636 1902 3944

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

DATE OF BIRTH

10SEP1989

FIRST GIVEN NAME

GURJEET

INITIAL

S

SURNAME

BHULLAR

03

NAME

BUSINESS NAME

04

ADDRESS

199 CANNON STREET

REGINA

ONTARIO CORPORATION NO.

SK

S4N 4T3

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

ONTARIO CORPORATION NO.

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

14

COLLATERAL

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

15

DESCRIPTION

DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A

16

REGISTERING AGENT

17

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
512544915

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

3

MOTOR VEHICLE SCHEDULE

20250109 1636 1902 3944

REGISTRATION NUMBER

20250109 1636 1902 3944

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

14

COLLATERAL

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

15

DESCRIPTION

COLLATERAL.

16

REGISTERING AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
512544924

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
001 3

MOTOR VEHICLE SCHEDULE
REGISTRATION NUMBER
20250109 1637 1902 3945

REGISTERED UNDER
P PPSA

REGISTRATION PERIOD
06

02

DEBTOR

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME

03

NAME

BUSINESS NAME
BHULLAR JATT TRANSPORT LTD.

04

ADDRESS
199 CANNON STREET
REGINA

ONTARIO CORPORATION NO.
SK S4N 4T3

05

DEBTOR

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL SURNAME

06

NAME

BUSINESS NAME
GURJEET S BHULLAR

07

ADDRESS
199 CANNON STREET
REGINA

ONTARIO CORPORATION NO.
SK S4N 4T3

08

SECURED PARTY /
LIEN CLAIMANT

COAST CAPITAL EQUIPMENT FINANCE LTD.

09

ADDRESS
800-9900 KING GEORGE BLVD.
SURREY

BC V3T 0K7

10

COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
X

MOTOR VEHICLE AMOUNT
DATE OF MATURITY OR
NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE
2019 UTILITY

MODEL
DRY VAN

V.I.N.
1UYVS2532K7598411

12

VEHICLE

2019 UTILITY

DRY VAN

1UYVS2530K7598410

13

GENERAL

(2) USED 2019 UTILITY 53' DRY VAN TRAILERS S/N 1UYVS2532K7598411 &

14

COLLATERAL

1UYVS2530K7598410 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,

15

DESCRIPTION

ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS

16

REGISTERING
AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS
445 KING STREET WEST, SUITE 400
TORONTO

ON M5V 1K4

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

CONTINUED...

12

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
512544924

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

20250109 1637 1902 3945

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP

04

ADDRESS

199 CANNON STREET

REGINA

ONTARIO CORPORATION NO.

SK

S4N 4T3

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

14

COLLATERAL

FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE

15

DESCRIPTION

COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT

16

REGISTERING AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

512544924

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

3

20250109 1637 1902 3945

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

14

COLLATERAL

PROCEEDS OF THE COLLATERAL.

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	512544951											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01			001	3			20250109 1637 1902 3948	P PPSA		06		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		TYSON TRUCKING GROUP LTD.							
										ONTARIO CORPORATION NO.		
04			ADDRESS		SUITE13 - 320 GREAT PLAINS ROAD				REGINA,		SK	S4L 0B8
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR		10SEP1989		GURJEET		S	BHULLAR				
06	NAME		BUSINESS NAME									
										ONTARIO CORPORATION NO.		
07			ADDRESS		199 CANNON ST				REGINA		SK	S4N 4T3
08	SECURED PARTY / LIEN CLAIMANT				COAST CAPITAL EQUIPMENT FINANCE LTD.							
09			ADDRESS		800-9900 KING GEORGE BLVD.				SURREY		BC	V3T 0K7
COLLATERAL CLASSIFICATION												
		CONSUMER				MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED	
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY		OR	MATURITY DATE
10					X			X				
		YEAR MAKE				MODEL		V.I.N.				
11	MOTOR		2022 VOLVO				VNL760		4V4NC9EH2NN294726			
12	VEHICLE											
13	GENERAL		ONE (1) NEW 2022 VOLVO VNL760 TRUCK S/N 4V4NC9EH2NN294726 TOGETHER									
14	COLLATERAL		WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,									
15	DESCRIPTION		SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS									
16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.									
17			ADDRESS		445 KING STREET WEST, SUITE 400				TORONTO		ON	M5V 1K4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***												
												15

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

512544951

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

3

20250109 1637 1902 3948

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

14

COLLATERAL

DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A

15

DESCRIPTION

RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

512544951

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

3

20250109 1637 1902 3948

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

09

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR

MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

14

COLLATERAL

COLLATERAL.

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
510771087

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
1

MOTOR VEHICLE SCHEDULE
20241105 1238 1902 5908

REGISTRATION NUMBER
P PPSA

REGISTERED UNDER
05

REGISTRATION PERIOD

02

DEBTOR

03

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

04

ADDRESS
UNIT#13 - 320 GREAT PLAINS ROAD
EMERALD PARK
ONTARIO CORPORATION NO.
SK S4L 0B8

05

DEBTOR

06

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

07

ADDRESS
33 BACHELOR STREET
BRAMPTON
ONTARIO CORPORATION NO.
ON L7A 5B1

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO
ON M2P 0A4

10

COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
X X X X X
YEAR MAKE MODEL V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING
AGENT
ESC CORPORATE SERVICES LTD.

17

ADDRESS
445 KING STREET WEST, SUITE 400
TORONTO
ON M5V 1K4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

327

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 509119236

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 3 20240913 1002 1532 2430 P PPSA 07

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME TYSON TRUCKING GROUP LTD.

04 ADDRESS 33 BACHELOR STREET BRAMPTON ON L7A 5B1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 10SEP1989 GURJEET S BHULLAR

06 NAME BUSINESS NAME

07 ADDRESS 33 BACHELOR STREET BRAMPTON ON L7A 5B1

08 SECURED PARTY / TD AUTO FINANCE (CANADA) INC.

LIEN CLAIMANT

09 ADDRESS PO BOX 4086, STATION A TORONTO ON M5W 5K3

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X 133594.52

YEAR MAKE MODEL V.I.N.

11 MOTOR 2024 FORD F150 1FTFW1RG5RFB60870

12 VEHICLE

13 GENERAL THE FULL DEBTOR NAME IS - GURJIT SINGH BHULLAR THE FULL DEBTOR NAME IS

14 COLLATERAL - GURJEET SINGH SINGH BHULLAR

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 19

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	509119236								
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01	002		3	20240913 1002 1532 2430					
DEBTOR NAME		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	10SEP1989		GURJEET			BHULLAR			
03	BUSINESS NAME								
		ADDRESS		33 BACHELOR STREET			BRAMPTON		ONTARIO CORPORATION NO. ON L7A 5B1
DEBTOR NAME		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	10SEP1989		GURJIT		S	BHULLAR			
06	BUSINESS NAME								
		ADDRESS		33 BACHELOR STREET			BRAMPTON		ONTARIO CORPORATION NO. ON L7A 5B1
SECURED PARTY / LIEN CLAIMANT									
ADDRESS									
COLLATERAL CLASSIFICATION									
CONSUMER GOODS		INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									
YEAR MAKE		MODEL			V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING								
AGENT									
17	ADDRESS								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
509119236

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
003 3

MOTOR VEHICLE SCHEDULE
20240913 1002 1532 2430

REGISTRATION NUMBER
20240913 1002 1532 2430

REGISTERED UNDER
20240913 1002 1532 2430

REGISTRATION PERIOD
20240913 1002 1532 2430

02

DEBTOR
NAME

DATE OF BIRTH
10SEP1989

FIRST GIVEN NAME
GURJEET SINGH

INITIAL
S

SURNAME
BHULLAR

03

BUSINESS NAME

ONTARIO CORPORATION NO.
ON L7A 5B1

04

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME
33 BACHELOR STREET
BRAMPTON

INITIAL
S

SURNAME
BHULLAR

05

BUSINESS NAME

ONTARIO CORPORATION NO.
ON L7A 5B1

06

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME
33 BACHELOR STREET
BRAMPTON

INITIAL
S

SURNAME
BHULLAR

07

BUSINESS NAME

ONTARIO CORPORATION NO.
ON L7A 5B1

08

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

ADDRESS

10

CONSUMER
GOODS

MOTOR VEHICLE
INCLUDED

AMOUNT

DATE OF
MATURITY

OR

NO FIXED
MATURITY DATE

11

MOTOR
VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

13

GENERAL
COLLATERAL
DESCRIPTION
REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

14

COLLATERAL
DESCRIPTION
REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

15

DESCRIPTION
REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

16

REGISTERING
AGENT

YEAR MAKE

MODEL

V.I.N.

17

AGENT

YEAR MAKE

MODEL

V.I.N.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
797161329

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
001 2

MOTOR VEHICLE SCHEDULE
20230914 1107 1532 7463

REGISTRATION NUMBER
1107 1532 7463

REGISTERED UNDER
P PPSA

REGISTRATION PERIOD
6

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

ADDRESS

33 BACHELOR ST
BRAMPTON

ONTARIO CORPORATION NO.
ON L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

RCAP LEASING INC.

09

ADDRESS

5575 NORTH SERVICE RD,STE 300
BURLINGTON

ON L7L 6M1

COLLATERAL CLASSIFICATION

10

CONSUMER
GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED
X

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE
2024 VOLVO

MODEL
VNL64T

V.I.N.
4V4NC9EH1RN634356

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ALL 2024 VOLVO VNL64T EQUIPMENT FROM TIME TO TIME LEASED BY THE
SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES
AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN
D + H LIMITED PARTNERSHIP

17

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA

ON L4Z 1H8

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

CONTINUED... 22

331

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

797161329

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

2

20230914 1107 1532 7463

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS

14

COLLATERAL

THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND

15

DESCRIPTION

ATTACHMENTS. VIN 4V4NC9EH1RN634356

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
797004144

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
001 4

MOTOR VEHICLE SCHEDULE
20230908 1357 4085 3210

REGISTRATION NUMBER
P PPSA

REGISTERED UNDER
05

REGISTRATION PERIOD

02

DEBTOR

03

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH
ADDRESS
33 BACHELOR ST
BRAMPTON
ONTARIO CORPORATION NO.
ON L7A5B1

05

DEBTOR

06

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

07

DATE OF BIRTH
ADDRESS
UNIT# 13, 320 GREAT PLAINS ROAD
EMERALD PARK
SK S4L0B8

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS
5575 NORTH SERVICE RD,STE 300
BURLINGTON
ON L7L 6M1

COLLATERAL CLASSIFICATION

10

CONSUMER
GOODS
INVENTORY
EQUIPMENT
ACCOUNTS
OTHER
X
X
X

MOTOR VEHICLE
INCLUDED
X

AMOUNT

DATE OF
MATURITY
OR

NO FIXED
MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING
AGENT

17

ADDRESS
2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA
ON L4Z 1H8

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

2024

VOLVO

VNL64T760

V.I.N.
4V4NC9EH1RN634356

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000076210

EQUIPMENT DESCRIPTION, 2024 VOLVO VNL64T760 VIN#4V4NC9EH1RN634356

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
D + H LIMITED PARTNERSHIP

CONTINUED...

24

333

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

797004144

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

4

20230908 1357 4085 3210

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

14

COLLATERAL

ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15

DESCRIPTION

DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16

REGISTERING

AGENT

ADDRESS

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

797004144

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

4

20230908 1357 4085 3210

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

14

COLLATERAL

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

15

DESCRIPTION

LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,

16

REGISTERING

AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

797004144

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

004

4

20230908 1357 4085 3210

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

14

COLLATERAL

ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

15

DESCRIPTION

THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16

REGISTERING

AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
796489029

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

0016X20230823 1102 1902 3355P PPSA05

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

ONTARIO CORPORATION NO.

04

ADDRESS

13??320 GREAT PLAINS ROAD

EMERALD PARK

SKS4L 0B8

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

COAST CAPITAL EQUIPMENT FINANCE LTD.

09

ADDRESS

800-9900 KING GEORGE BLVD.

SURREY

BCV3T 0K7

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

X

X

11

MOTOR

2012 REITNOUER

MODEL

V.I.N.

12

VEHICLE

2018 REITNOUER

STEP DECK

1RND48A21CR025359

13

GENERAL

(1) USED 2012 REITNOUER STEP DECK TRAILER VIN 1RND48A21CR025359, (2)

14

COLLATERAL

USED 2018 REITNOUER FLATBED TRAILERS VIN 1RNF48A27JR042723,

15

DESCRIPTION

1RNF48A29JR042724, (2) USED 2007 REITNOUER FLATBED TRAILERS VIN

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

28

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

796489029

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002620230823110219023355

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

YEAR MAKE

MODEL

V.I.N.

MOTOR

2018 REITNOUER

FLATBED

1RNF48A29JR042724

12

YEAR MAKE

MODEL

V.I.N.

VEHICLE

2007 REITNOUER

FLATBED

1RNF48A2X7R019445

13

GENERAL

1RNF48A2X7R019445, 1RNF48A257R017800, (1) USED 2006 REITNOUER

14

COLLATERAL

FLATBED TRAILER VIN 1RNF48A236R015574, (1) USED 1999 REITNOUER STEP

15

DESCRIPTION

DECK TRAILER VIN 1RND48A20XR004394, (5) USED 2014 WABASH VAN

16

REGISTERING AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
796489029

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

6

MOTOR VEHICLE SCHEDULE

20230823 1102 1902 3355

REGISTRATION NUMBER

20230823 1102 1902 3355

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

04

ADDRESS

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

2007

REITNOUER

MODEL

FLATBED

V.I.N.

1RNF48A257R017800

12

VEHICLE

2006

REITNOUER

FLATBED

1RNF48A236R015574

13

GENERAL

TRAILERS VIN 1JJV532D6EL831329, 1JJV532D2EL809084,

14

COLLATERAL

1JJV532D9EL831356, 1JJV532D4EL831345, 1JJV532D5EL831323 TOGETHER

15

DESCRIPTION

WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

16

REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 30

339

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
796489029

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

6

MOTOR VEHICLE SCHEDULE

20230823 1102 1902 3355

REGISTRATION NUMBER

1102 1902 3355

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

11

MOTOR

YEAR MAKE

1999 REITNOUER

MODEL

STEP DECK

V.I.N.

1RND48A20XR004394

12

VEHICLE

2014 WABASH

VAN

1JJV532D6EL831329

13

GENERAL

SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

14

COLLATERAL

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

15

DESCRIPTION

DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A

16

REGISTERING AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
796489029

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

005

6

MOTOR VEHICLE SCHEDULE

20230823 1102 1902 3355

REGISTRATION NUMBER

1102 1902 3355

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

11

MOTOR

YEAR MAKE

2014 WABASH

MODEL

VAN

V.I.N.

1JJV532D2EL809084

12

VEHICLE

2014 WABASH

VAN

1JJV532D9EL831356

13

GENERAL

RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

14

COLLATERAL

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

15

DESCRIPTION

COLLATERAL.

16

REGISTERING AGENT

17

ADDRESS

		PAGE		TOTAL		REGISTRATION	
		NO.	OF	PAGES		NUMBER	
01		006		6		20230823 1102 1902 3355	
	YEAR	MAKE				MODEL	V.I.N.
41	2014	WABASH				VAN	1JJV532D4EL831345
42	2014	WABASH				VAN	1JJV532D5EL831323
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							
54							
55							
56							

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	3		20250523 1653 1465 5581				
21	RECORD REFERENCED	FILE NUMBER	796489029					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR	2007	REITNOUER	FLATBED	1RNF48A257R017800				
12	VEHICLE								
13	GENERAL	(1) USED 2007 REITNOUER FLATBED TRAILER VIN 1RNF48A257R017800							
14	COLLATERAL	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,							
15	DESCRIPTION	SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS							
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO	ON	M5V 1K4	
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	002	3		20250523 1653 1465 5581	

21 RECORD FILE NUMBER 796489029

REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME	INITIAL	SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02/ DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

14 COLLATERAL DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A

15 DESCRIPTION RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20250523 1653 1465 5581	
21	RECORD FILE NUMBER	796489029			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		

06

04/07

29

08

09

01

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1050

1051

1052

1053

1054

1055

1056

1057

1058

1059

1060

1061

1062

1063

1064

1065

1066

1067

1068

1069

1070

1071

1072

1073

1074

1075

1076

1077

1078

1079

1080

1081

1082

1083

1084

1085

1086

1087

1088

1089

1090

1091

1092

1093

1094

1095

1096

1097

1098

1099

1100

1101

1102

1103

1104

1105

1106

1107

1108

1109

1110

1111

1112

1113

1114

1115

1116

1117

1118

1119

1120

1121

1122

1123

1124

1125

1126

1127

1128

1129

1130

1131

1132

1133

1134

1135

1136

1137

1138

1139

1140

1141

1142

1143

1144

1145

1146

1147

1148

1149

1150

1151

1152

1153

1154

1155

1156

1157

1158

1159

1160

1161

1162

1163

1164

1165

1166

1167

1168

1169

1170

1171

1172

1173

1174

1175

1176

1177

1178

1179

1180

1181

1182

1183

1184

1185

1186

1187

1188

1189

1190

1191

1192

1193

1194

1195

1196

1197

1198

1199

1200

1201

1202

1203

1204

1205

1206

1207

1208

1209

1210

1211

1212

1213

1214

1215

1216

1217

1218

1219

1220

1221

1222

1223

1224

1225

1226

1227

1228

1229

1230

1231

1232

1233

1234

1235

1236

1237

1238

1239

1240

1241

1242

1243

1244

1245

1246

1247

1248

1249

1250

1251

1252

1253

1254

1255

1256

1257

1258

1259

1260

1261

1262

1263

1264

1265

1266

1267

1268

1269

1270

1271

1272

1273

1274

1275

1276

1277

1278

1279

1280

1281

1282

1283

1284

1285

1286

1287

1288

1289

1290

1291

1292

1293

1294

1295

1296

1297

1298

1299

1300

1301

1302

1303

1304

1305

1306

1307

1308

1309

1310

1311

1312

1313

1314

1315

1316

1317

1318

1319

1320

1321

1322

1323

1324

1325

1326

1327

1328

1329

1330

1331

1332

1333

1334

1335

1336

1337

1338

1339

1340

1341

1342

1343

1344

1345

1346

1347

1348

1349

1350

1351

1352

1353

1354

1355

1356

1357

1358

1359

1360

1361

1362

1363

1364

1365

1366

1367

1368

1369

1370

1371

1372

1373

1374

1375

1376

1377

1378

1379

1380

1381

1382

1383

1384

1385

1386

1387

1388

1389

1390

1391

1392

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	3		20250626 1835 1465 8337				
21	RECORD REFERENCED	FILE NUMBER	796489029					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR	1999	REITNOUER	STEP DECK		1RND48A20XR004394			
12	VEHICLE								
13	GENERAL	(1) USED 1999 REITNOUER STEP DECK TRAILER VIN 1RND48A20XR004394							
14	COLLATERAL	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,							
15	DESCRIPTION	SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS							
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO	ON	M5V 1K4	
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	002	3		20250626 1835 1465 8337	
21 RECORD REFERENCED	FILE NUMBER	796489029			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR	BUSINESS NAME		
25 OTHER CHANGE			
26 REASON/			
27 DESCRIPTION			

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS			
29 ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			

08	ADDRESS								
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED				
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				

11	MOTOR								
12	VEHICLE								
13	GENERAL	IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR							
14	COLLATERAL	DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A							
15	DESCRIPTION	RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR							
16	REGISTERING AGENT OR								
17	SECURED PARTY/	ADDRESS							
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	3		20250626 1835 1465 8337	
21	RECORD FILE NUMBER	796489029			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			

08	ADDRESS								
09	COLLATERAL CLASSIFICATION								
	CONSUMER			MOTOR VEHICLE		DATE OF		NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
10	YEAR	MAKE		MODEL		V.I.N.			

11	MOTOR								
12	VEHICLE								
13	GENERAL	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE							
14	COLLATERAL	COLLATERAL.							
15	DESCRIPTION								
16	REGISTERING AGENT OR								
17	SECURED PARTY/	ADDRESS							
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
795658311

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

01

003

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20230727 1023 8077 3111

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

6

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

ONTARIO CORPORATION NO.

04

ADDRESS

33 BACHELOR STREET

BRAMPTON

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ON

L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

VFS CANADA INC.

09

ADDRESS

238 WELLINGTON ST. E. 3RD FLR.

AURORA

ON

L4G 1J5

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

X

X

10

YEAR MAKE

2024 VOLVO

MODEL

VNL64T760

V.I.N.

4V4NC9EH4RN639583

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

1551 THE QUEENSWAY

TORONTO

ON

M8Z 1T5

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

CONTINUED...

40

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

795658311

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

003

20230727 1023 8077 3111

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

VEHICLE

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

12

VEHICLE

VEHICLE

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

14

COLLATERAL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

15

DESCRIPTION

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

REGISTERING

16

REGISTERING

AGENT

ADDRESS

17

AGENT

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

795658311

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

03

003

20230727 1023 8077 3111

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
791793054

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

1

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20230327 1352 1902 3674

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

06

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ON

L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

TPINE LEASING CAPITAL CORPORATION

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

6050 DIXIE ROAD

MISSISSAUGA

ON

L5T 1A6

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

X

MOTOR VEHICLE INCLUDED

X

AMOUNT

239995

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

2023 VOLVO

MODEL

760

V.I.N.

4V4NC9EH9PN326798

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

43

RUN NUMBER : 177		PROVINCE OF ONTARIO				REPORT : F	
RUN DATE : 2025/06/26		MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY				PAGE : 43	
ID : 20250626105957.12		PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM					
		ENQUIRY SEARCH RESPONSE					
TYPE OF SEARCH : BUSINESS DEBTOR							
SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.							
FILE CURRENCY : 25JUN 2025							
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
FILE NUMBER							
00	791542053						
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20230316 1841 1532 2563	P PPSA	05
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR						
03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD				
			ONTARIO CORPORATION NO.				
04		ADDRESS	33 BACHELOR STREET		BRAMPTON	ON	L7A5B1
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR	10SEP1989		GURJEET	S	BHULLAR	
06	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.				
			SK S4V3X3				
07		ADDRESS	4228 JASMIN PLACE E		REGINA	ON	M2P 0A2
08	SECURED PARTY /		ROYAL BANK OF CANADA				
	LIEN CLAIMANT						
09		ADDRESS	10 YORK MILLS ROAD 3RD FLOOR		TORONTO	ON	M2P 0A2
	COLLATERAL CLASSIFICATION						
	CONSUMER	MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR MATURITY DATE
10	X					X	169705.18 13MAR2028
	YEAR MAKE		MODEL	V.I.N.			
11	MOTOR	2023 CADILLAC	ESCALADE	1GYS4DKL9PR271599			
12	VEHICLE						
13	GENERAL	THE FULL DEBTOR NAME IS - GURJEET SINGH BHULLAR					
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING	D + H LIMITED PARTNERSHIP					
	AGENT						
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA	ON	L4Z 1H8
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					
							CONTINUED... 44

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
791168967

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
1

MOTOR VEHICLE SCHEDULE
20230302 1331 5064 8718

REGISTRATION NUMBER
P PPSA

REGISTERED UNDER
06

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.
ON L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

33 BACHELOR STREET
BRAMPTON

08

SECURED PARTY / LIEN CLAIMANT

TPINE LEASING CAPITAL CORPORATION

09

ADDRESS

6050 DIXIE ROAD
MISSISSAUGA

ON L5T 1A6

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
X X 249995

MOTOR VEHICLE AMOUNT
DATE OF MATURITY OR NO FIXED MATURITY DATE
YEAR MAKE MODEL V.I.N.
2023 FREIGHTLINER CASCADIA 3AKJHHDR5PSUG8263

11

MOTOR VEHICLE

12

GENERAL

13

COLLATERAL

14

DESCRIPTION

15

REGISTERING

16

AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400
TORONTO

ON M5V 1K4

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

CONTINUED... 45

354

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
791039124

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

04

DATE OF BIRTH

05

DEBTOR

06

NAME

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

01

001

1

20230227 1224 5064 5851

P PPSA

06

TYSON TRUCKING GROUP LTD.

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ON

L7A 5B1

TPINE LEASING CAPITAL CORPORATION

6050 DIXIE ROAD

MISSISSAUGA

ON

L5T 1A6

X

X

499990

YEAR MAKE

2023 FREIGHTLINER

2023 FREIGHTLINER

MODEL

CASCADIA

CASCADIA

V.I.N.

3AKJHHDRXPSUG8257

3AKJHHDR5PSUG8263

ESC CORPORATE SERVICES LTD.

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

46

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01		001	1		20230301 1352 5064 8223						
21	RECORD FILE NUMBER	791039124							RENEWAL YEARS	CORRECT PERIOD	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED							
				A AMENDMENT							
			FIRST GIVEN NAME	INITIAL	SURNAME						
23	REFERENCE										
24	DEBTOR/ BUSINESS NAME	TYSON TRUCKING GROUP LTD.									
25	TRANSFEROR										
26	OTHER CHANGE										
27	REASON/ AMEND LOAN AMOUNT FROM 499990.00 TO 249995.00 DELETE ASSET 2023										
28	DESCRIPTION	FREIGHTLINER CASCADIA (3AKJHHDR5PSUG8263)									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR/										
03/	TRANSFeree	BUSINESS NAME									
06			ONTARIO CORPORATION NO.								
04/07		ADDRESS									
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09		ADDRESS									
	COLLATERAL CLASSIFICATION										
	CONSUMER					MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10			X			X	249995				
		YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR	2023	FREIGHTLINER		CASCADIA		3AKJHHDR5PSUG8263				
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.									
17	SECURED PARTY/ ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO					ON	M5V 1K4		
	LIEN CLAIMANT										

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

791043237

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001120230227 1324 5064 5909P PPSA06

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

ADDRESS

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ONL7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

TPINE LEASING CAPITAL CORPORATION

09

ADDRESS

6050 DIXIE ROAD

MISSISSAUGA

ONL5T 1A6

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

X

X

249995

11

MOTOR

YEAR MAKE

2023 VOLVO

MODEL

760

V.I.N.

4V4NC9EH6PN341548

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ONM5V 1K4

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

CONTINUED...

48

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TYSON TRUCKING
FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 790963362

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	1	20230223 1020 5064 4298	P	PPSA	06
----	-----	---	-------------------------	---	------	----

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD
----	------	---------------	--------------------------

ONTARIO CORPORATION NO.

04 ADDRESS 33 BACHELOR STREET BRAMPTON ON L7A 5B1

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
1970-01-01	JOHN	J	DOE
1975-03-15	MARY	M	SMITH
1980-07-22	DAVID	D	BROWN
1985-11-08	SARAH	S	JOHNSON
1990-05-30	MICHAEL	M	WILLIAMS
1995-09-12	EMILY	E	DAVIS
2000-02-28	JAMES	J	GARCIA
2005-06-18	OLIVIA	O	MARTINEZ
2010-10-05	LUCAS	L	RODRIGUEZ
2015-04-20	SOPHIA	S	LOPEZ
2020-08-01	NOAH	N	GONZALEZ

05 DEBTOR

06	NAME	BUSINESS NAME
----	------	---------------

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

09	ADDRESS	6050 DIXIE ROAD	MISSISSAUGA	ON	L5T 1A6
----	---------	-----------------	-------------	----	---------

COLLATERAL CLASSIFICATION

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

10	X	X	499990
----	---	---	--------

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11	MOTOR	2023 FREIGHTLINER	CASCADIA	3AKJHHDR5PSUG8280
----	-------	-------------------	----------	-------------------

12	VEHICLE	2023 FREIGHTLINER	CASCADIA	3AKJHHDR9PSUG8279
----	---------	-------------------	----------	-------------------

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 49

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	1		20240516 1600 1465 3736					
21	RECORD REFERENCED	FILE NUMBER	790963362					RENEWAL YEARS	CORRECT PERIOD	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH					
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD							
25	OTHER CHANGE									
26	REASON/									
27	DESCRIPTION									
28										
02/	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME								
06	ONTARIO CORPORATION NO.									
04/07	ADDRESS									
29	ASSIGNOR									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08										
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE		
10										
	YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR	2023	FREIGHTLINER	CASCADIA		3AKJHHDR9PSUG8279				
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR			ESC CORPORATE SERVICES LTD.						
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO		ON	M5V 1K4	
	LIEN CLAIMANT									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790964487

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001120230223 1050 5064 4324P PPSA06

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

ONTARIO CORPORATION NO.

04

ADDRESS

33 BACHELOR STREET

BRAMPTON

ONL7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

TPINE LEASING CAPITAL CORPORATION

09

ADDRESS

6050 DIXIE ROAD

MISSISSAUGA

ONL5T 1A6

COLLATERAL CLASSIFICATION

10

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

XX79995

11

MOTOR

YEAR MAKE

2022 TESLA

MODEL

MODEL 3

V.I.N.

5YJ3E1EB7NF343377

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

51

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

790967376

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

001 1 20230223 1124 5064 4343 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME TYSON TRUCKING GROUP LTD.

ADDRESS 33 BACHELOR STREET BRAMPTON ON L7A 5B1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME

ADDRESS

SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

X X 499990

YEAR MAKE MODEL V.I.N.

MOTOR 2023 FREIGHTLINER CASCADIA 3AKJHHDR7PSUG8278

VEHICLE 2023 FREIGHTLINER CASCADIA 3AKJHHDR2PSUP4865

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 52

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20241030 1957 1465 3722				
21	RECORD REFERENCED	FILE NUMBER	790967376					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR	2023	FREIGHTLINER	CASCADIA		3AKJHHDR7PSUG8278			
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO		ON	M5V 1K4
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20250619 1214 1465 5711				
21	RECORD REFERENCED	FILE NUMBER	790967376					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	C DISCHARGE				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790968258

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

1

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20230223 1159 5064 4373

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

06

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD

04

DATE OF BIRTH

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ON

L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

TPINE LEASING CAPITAL CORPORATION

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

6050 DIXIE ROAD

MISSISSAUGA

ON

L5T 1A6

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

499990

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

2023 FREIGHTLINER

MODEL

CASCADIA

V.I.N.

3AKJHHDR7PSUP4862

12

VEHICLE

2023 FREIGHTLINER

CASCADIA

3AKJHHDR8PSUP4871

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

55

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790974477

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
MOTOR VEHICLE SCHEDULE
REGISTRATION NUMBER
REGISTERED UNDER
REGISTRATION PERIOD

001
1
20230223 1448 5064 4510
P PPSA
06

02

DEBTOR

03

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.
ONTARIO CORPORATION NO.

04

ADDRESS
DATE OF BIRTH
33 BACHELOR STREET
FIRST GIVEN NAME
INITIAL
SURNAME
BRAMPTON
ON
L7A 5B1

05

DEBTOR

06

NAME
BUSINESS NAME
ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT
TPINE LEASING CAPITAL CORPORATION

09

ADDRESS
COLLATERAL CLASSIFICATION
6050 DIXIE ROAD
MISSISSAUGA
ON
L5T 1A6

10

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

X
X
499990

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING
AGENT
ESC CORPORATE SERVICES LTD.

17

YEAR MAKE
2023 FREIGHTLINER
2023 FREIGHTLINER
445 KING STREET WEST, SUITE 400
TORONTO
ON
M5V 1K4

MODEL
CASCADIA
CASCADIA
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

V.I.N.
1FUJHHDRXPLUG8240
1FUJHHDR5PLUG8243

CONTINUED...

56

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20250619 1244 1465 5723				
21	RECORD REFERENCED	FILE NUMBER	790974477					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR	2023	FREIGHTLINER	CASCADIA		1FUJHHDRXPLUG8240			
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO		ON	M5V 1K4
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790983558

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

1

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20230223 1859 5064 4624

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

06

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ON

L7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

TPINE LEASING CAPITAL CORPORATION

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

6050 DIXIE ROAD

MISSISSAUGA

ON

L5T 1A6

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

X

MOTOR VEHICLE INCLUDED

X

AMOUNT

79995

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

2022 TESLA

MODEL

MODEL 3

V.I.N.

5YJ3E1EB4NF338184

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

ESC CORPORATE SERVICES LTD.

17

ADDRESS

445 KING STREET WEST, SUITE 400

TORONTO

ON

M5V 1K4

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

CONTINUED...

58

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
 FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	790983621										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	1		20230223 1930 5064 4627	P PPSA	06				
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								ONTARIO CORPORATION NO.
04		ADDRESS	33 BACHELOR STREET			BRAMPTON	ON	L7A	5B1		
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME									ONTARIO CORPORATION NO.
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	TPINE LEASING CAPITAL CORPORATION									
09		ADDRESS	6050 DIXIE ROAD			MISSISSAUGA	ON	L5T	1A6		
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE		
10			X		X	79995					
	YEAR MAKE				MODEL	V.I.N.					
11	MOTOR	2022 TESLA			MODEL 3	5YJ3E1EB3NF337270					
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.									
17		ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO	ON	M5V	1K4		
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										

CONTINUED... 59

RUN NUMBER : 177		PROVINCE OF ONTARIO				REPORT : F	
RUN DATE : 2025/06/26		MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY				PAGE : 59	
ID : 20250626105957.12		PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM					
		ENQUIRY SEARCH RESPONSE					
TYPE OF SEARCH : BUSINESS DEBTOR							
SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.							
FILE CURRENCY : 25JUN 2025							
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
FILE NUMBER							
00	790943049						
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
01		001	1		20230222 1653 5064 3589	P PPSA	06
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME		TYSON TRUCKING GROUP LTD			
				ONTARIO CORPORATION NO.			
04		ADDRESS	33 BACHELOR STREET		BRAMPTON		ON L7A 5B1
	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME					
				ONTARIO CORPORATION NO.			
07		ADDRESS					
08	SECURED PARTY /		TPINE LEASING CAPITAL CORPORATION				
	LIEN CLAIMANT						
09		ADDRESS	6050 DIXIE ROAD		MISSISSAUGA		ON L5T 1A6
	COLLATERAL CLASSIFICATION						
	CONSUMER			MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	OR MATURITY DATE
10			X		X	499990	
	YEAR MAKE			MODEL	V.I.N.		
11	MOTOR	2023	FREIGHTLINER	CASCADIA	3AKJHHDR7PSUG8281		
12	VEHICLE	2023	FREIGHTLINER	CASCADIA	3AKJHHDR2PSUG8253		
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING	ESC CORPORATE SERVICES LTD.					
	AGENT						
17		ADDRESS	445 KING STREET WEST, SUITE 400		TORONTO		ON M5V 1K4
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***						

CONTINUED... 60

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20250619 1243 1465 5722				
21	RECORD REFERENCED	FILE NUMBER	790943049					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE	2023	FREIGHTLINER	CASCADIA	3AKJHHDR7PSUG8281				
12	GENERAL								
14	COLLATERAL DESCRIPTION								
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400				TORONTO	ON	M5V 1K4

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790916616

01

CAUTION FILING
PAGE NO. OF
TOTAL PAGES
001 5

MOTOR VEHICLE SCHEDULE
20230221 1817 4085 7812

REGISTRATION NUMBER
P PPSA

REGISTERED UNDER
05

REGISTRATION PERIOD

02

DEBTOR

03

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

04

ADDRESS
33 BACHELOR ST
BRAMPTON
ON L7A5B1

05

DEBTOR

06

NAME
BUSINESS NAME
TYSON TRUCKING GROUP LTD.

07

ADDRESS
UNIT# 13, 320 GREAT PLAINS ROAD
EMERALD PARK
SK S4L0B8

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS
5575 NORTH SERVICE RD,STE 300
BURLINGTON
ON L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT DATE OF NO FIXED

DATE OF MATURITY OR MATURITY DATE

10

YEAR MAKE
2024 HYUNDAI

MODEL
COMPOSITE TRAILER

V.I.N.
3H3V532K8RS087100

11

MOTOR

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K8RS087131

12

VEHICLE

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K8RS087131

13

GENERAL

AS PER CONDITIONAL SALES CONTRACT # 201000072592 DESCRIPTION 9X 2024

14

COLLATERAL

HYUNDAI COMPOSITE TRAILER SERIAL NUMBER (IF AVAILABLE OR KNOWN)

15

DESCRIPTION

3H3V532K8RS087100. 3H3V532K8RS087131. 3H3V532KXRS087132.

16

REGISTERING
AGENT

D + H LIMITED PARTNERSHIP

17

ADDRESS
2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA
ON L4Z 1H8

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

CONTINUED... 62

371

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790916616

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

0025

20230221 1817 4085 7812

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

09

YEAR MAKE

MODEL

V.I.N.

10

MOTOR

2024

HYUNDAI

COMPOSITE TRAILER

3H3V532KXRS087132

11

VEHICLE

2024

HYUNDAI

COMPOSITE TRAILER

3H3V532K1RS087133

12

GENERAL

3H3V532K1RS087133. 3H3V532K3RS087134. 3H3V532K5RS087135.

13

COLLATERAL

3H3V532K4RS087255. 3H3V532K6RS087256. 3H3V532K8RS087257 .TOGETHER

14

DESCRIPTION

WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

15

REGISTERING AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790916616

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

5

20230221 1817 4085 7812

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K3RS087134

12

VEHICLE

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K5RS087135

13

GENERAL

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

14

COLLATERAL

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

15

DESCRIPTION

COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

16

REGISTERING

AGENT

17

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
790916616

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

004520230221181740857812

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K4RS087255

12

VEHICLE

2024 HYUNDAI

COMPOSITE TRAILER

3H3V532K6RS087256

13

GENERAL

CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

14

COLLATERAL

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE FINANCING OF THE

15

DESCRIPTION

COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16

REGISTERING AGENT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

17

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790916616

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

005

5

20230221 1817 4085 7812

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

2024

HYUNDAI

COMPOSITE TRAILER

3H3V532K8RS087257

12

VEHICLE

GENERAL

TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

13

COLLATERAL

PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

DESCRIPTION

COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14

REGISTERING

AGENT

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

790001343

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001

5

20230116 1817 1532 1992

P PPSA

5

DEBTOR NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

33 BACHELOR ST

BRAMPTON

ONTARIO CORPORATION NO.

ON

L7A5B1

DEBTOR NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

UNIT# 13, 320 GREAT PLAINS ROAD

EMERALD PARK

ONTARIO CORPORATION NO.

SK

S4L0B8

SECURED PARTY / LIEN CLAIMANT

ADDRESS

5575 NORTH SERVICE RD,STE 300

BURLINGTON

ON

L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

X

X

MOTOR VEHICLE

YEAR MAKE

2023 HYUNDAI

MODEL

COMPOSITE TRAILER

V.I.N.

3H3V532K6PS058529

VEHICLE

2023 HYUNDAI

COMPOSITE TRAILER

3H3V532K4PS058528

GENERAL

AS PER CONDITIONAL SALES CONTRACT #201000071779

DESCRIPTION

3X 2023

COLLATERAL

HYUNDAI COMPOSITE DRY VAN TRAILER C/W CARRIER SOLARAAPX HEATER

DESCRIPTION

UNITSSERIAL NUMBER (IF AVAILABLE OR KNOWN)

3H3V532K4PS058528 /

REGISTERING AGENT

D + H LIMITED PARTNERSHIP

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON

L4Z 1H8

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

CONTINUED...

67

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790001343

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

5

20230116 1817 1532 1992

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR VEHICLE

2023 HYUNDAI

COMPOSITE TRAILER

3H3V532K2PS058530

12

GENERAL

REEFER/HEATER SN - VHK917335013H3V532K6PS058529 /REEFER/HEATER SN -

13

COLLATERAL

VHK917336093H3V532K2PS058530 /REEFER/HEATER SN - VHK91733688.

14

DESCRIPTION

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

15

REGISTERING AGENT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

16

17

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790001343

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

5

20230116 1817 1532 1992

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

14

COLLATERAL

ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15

DESCRIPTION

DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790001343

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

004

5

20230116 1817 1532 1992

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

08

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

09

YEAR MAKE

MODEL

V.I.N.

10

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

11

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

12

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

13

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

14

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

15

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

16

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

17

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

790001343

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

005

5

20230116 1817 1532 1992

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

14

COLLATERAL

ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

15

DESCRIPTION

THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	788918418											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01			001	2			20221130 1525 5064 0117	P PPSA		06		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		TYSON TRUCKING GROUP LTD.							
				ONTARIO CORPORATION NO.								
04			ADDRESS		#13- 320 GREAT PLAINS RD				EMERALD PARK		SK S4L 0B8	
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR											
06	NAME		BUSINESS NAME		TYSON TRUCKING GROUP LTD.							
				ONTARIO CORPORATION NO.								
07			ADDRESS		475 HARROP DR				MILTON		ON L9T 3H3	
08	SECURED PARTY / LIEN CLAIMANT				MERIDIAN ONECAP CREDIT CORP.							
09			ADDRESS		SUITE 1500, 4710 KINGSWAY				BURNABY		BC V5H 4M2	
COLLATERAL CLASSIFICATION												
		CONSUMER				MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED	
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE	
10			X		X							
		YEAR MAKE		MODEL		V.I.N.						
11	MOTOR	2023	HYUNDAI		COMPOSITE		3H3V532K6PS058336					
12	VEHICLE	2023	HYUNDAI		COMPOSITE		3H3V532K8PS058337					
13	GENERAL		TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS									
14	COLLATERAL		REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL									
15	DESCRIPTION		PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE									
16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.									
17			ADDRESS		445 KING STREET WEST, SUITE 400				TORONTO		ON M5V 1K4	
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***												
												CONTINUED...
												72

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
788918418

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

2

MOTOR VEHICLE SCHEDULE

20221130 1525 5064 0117

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

11

MOTOR

YEAR MAKE

2023 HYUNDAI

MODEL

COMPOSITE

V.I.N.

3H3V532KXPS058338

12

VEHICLE

YEAR MAKE

2023 HYUNDAI

MODEL

COMPOSITE

V.I.N.

3H3V532K1PS058339

13

GENERAL

AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14

COLLATERAL

PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15

DESCRIPTION

DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16

REGISTERING AGENT

17

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	2		20240715 1609 1465 4105				
21	RECORD REFERENCED	FILE NUMBER	788918418					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR	2023	HYUNDAI	COMPOSITE		3H3V532K1PS058339			
12	VEHICLE								
13	GENERAL	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS							
14	COLLATERAL	SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN							
15	DESCRIPTION	ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS							
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.							
17	SECURED PARTY/	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO	ON	M5V 1K4	
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20240715 1609 1465 4105	
21	RECORD FILE NUMBER	788918418			
	REFERENCED				
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		

02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			

08	ADDRESS			
09				
	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.	

11	MOTOR	
12	VEHICLE	
13	GENERAL	WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
14	COLLATERAL	PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE
15	DESCRIPTION	COLLATERAL OR PROCEEDS OF THE COLLATERAL
16	REGISTERING AGENT OR	
17	SECURED PARTY/	ADDRESS
	LIEN CLAIMANT	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

788855976

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

001

2

X

20221129 0931 6005 3972

P PPSA

03

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

ADDRESS

199 CANNON ST

REGINA

ONTARIO CORPORATION NO.

SK

S4N 4T3

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

GURJEET S BHULLAR

07

ADDRESS

199 CANNON ST

REGINA

ONTARIO CORPORATION NO.

SK

S4N 4T3

08

SECURED PARTY / LIEN CLAIMANT

CWB NATIONAL LEASING INC.

09

ADDRESS

1525 BUFFALO PL. (3090847

WINNIPEG

MB

R3T 1L9

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

2017 UTILITY

DRYVAN TRAILER

1UYVS253XH3941871

12

VEHICLE

2017 UTILITY

DRYVAN TRAILER

1UYVS2531H3941872

13

GENERAL

AGREEMENT NUMBER 3090847, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,

14

COLLATERAL

SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR

15

DESCRIPTION

INDIRECTLY THEREFROM.

16

REGISTERING

AGENT

17

ADDRESS

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

00	FILE NUMBER	788855976							
	PAGE		TOTAL		REGISTRATION				
	NO.	OF	PAGES		NUMBER				
01	002		2		20221129 0931 6005 3972				
	YEAR	MAKE			MODEL		V.I.N.		
41	2017	UTILITY			DRYVAN TRAILER		1UYVS2536HG811918		
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
787726476

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

01003

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20221020 1029 8077 5132

REGISTERED UNDER

REGISTRATION PERIOD

P PPSA6

02

DEBTOR

03

NAME

BUSINESS NAME

TYSON TRUCKING GROUP LTD.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

33 BACHELOR STREET

BRAMPTON

ONTARIO CORPORATION NO.

ONL7A 5B1

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

VFS CANADA INC.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

238 WELLINGTON ST. E. 3RD FLR.

AURORA

ONL4G 1J5

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

X

X

X

11

YEAR MAKE

MODEL

V.I.N.

MOTOR

2023 VOLVO

VNL64T-760

4V4NC9EH4PN324358

12

VEHICLE

13

GENERAL

THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL

14

COLLATERAL

PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

15

DESCRIPTION

ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR

16

REGISTERING

AGENT

REGISTRY = RECOVERY INC.

17

ADDRESS

1551 THE QUEENSWAY

TORONTO

ONM8Z 1T5

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

CONTINUED...

78

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

787726476

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

003

20221020 1029 8077 5132

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

14

COLLATERAL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

15

DESCRIPTION

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

787726476

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

03

003

20221020 1029 8077 5132

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
 FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	785466225										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	5		20220803 1002 1532 4085	P PPSA	10				
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
02	DEBTOR										
03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								ONTARIO CORPORATION NO.
04		ADDRESS	UNIT # 13, 320 GREAT PLAINS ROAD			EMERALD PARK	SK	S4L 0B8			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR										
06	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								ONTARIO CORPORATION NO.
07		ADDRESS	33 BACHELOR ST			BRAMPTON	ON	L7A 5B1			
08	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA									
09		ADDRESS	5575 NORTH SERVICE RD,STE 300			BURLINGTON	ON	L7L 6M1			
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE		
10		X	X	X	X						
	YEAR MAKE	MODEL			V.I.N.						
11	MOTOR										
12	VEHICLE										
13	GENERAL	AS PER MASTER LEASE AGREEMENT DATED AUGUST 3, 2022 TOGETHER WITH ALL									
14	COLLATERAL	INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND									
15	DESCRIPTION	FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS,									
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP									
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR			MISSISSAUGA	ON	L4Z 1H8			
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										

CONTINUED... 81

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785466225

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

5

20220803 1002 1532 4085

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

08

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

09

YEAR MAKE

MODEL

V.I.N.

10

MOTOR

VEHICLE

GENERAL

ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND

11

COLLATERAL

IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

12

DESCRIPTION

OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

13

REGISTERING

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785466225

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003520220803100215324085

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN

14

COLLATERAL

DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

15

DESCRIPTION

OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16

REGISTERING

AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785466225

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

004

5

20220803 1002 1532 4085

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14

COLLATERAL

RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15

DESCRIPTION

COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
785466225

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

5

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20220803 1002 1532 4085

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

COLLATERAL.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

AGENT

17

ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TYSON TRUCKING
FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785466612

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01	001	4	20220803 1009 1532 4138	P	PPSA	04
----	-----	---	-------------------------	---	------	----

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.
----	------	---------------	---------------------------

ONTARIO CORPORATION NO.

04	ADDRESS	33 BACHELOR ST	BRAMPTON	ON	L7A 5B1
----	---------	----------------	----------	----	---------

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
1970-01-01	JOHN	J	DOE
1975-03-15	MARY	M	SMITH
1980-07-22	DAVID	D	BROWN
1985-11-08	SARAH	S	JOHNSON
1990-05-30	MICHAEL	M	WILLIAMS
1995-09-12	EMILY	E	DAVIS
2000-02-28	JAMES	J	GARCIA
2005-06-18	OLIVIA	O	MARTIN
2010-10-05	LUCAS	L	RODRIGUEZ
2015-04-20	SOPHIA	S	LOPEZ

05 DEBTOR

06	NAME	BUSINESS NAME
----	------	---------------

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

09	ADDRESS	5575 NORTH SERVICE RD. STE 300	BURLINGTON	ON	L7L 6M1
----	---------	--------------------------------	------------	----	---------

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR	MAKE	MODEL	V.I.N.
2018	VOLVO	VNR	4V4WC9EG5JN892931

11 MOTOR

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000069134.

14	COLLATERAL	EQUIPMENT DESCRIPTION 2018 VOLVO VNR TRUCK (VIN 4V4WC9EG5JN892931).
----	------------	---

15 DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS.

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

17 ADDRESS 2 ROBERT SPECK PARKWAY. 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 86

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785466612

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

4

20220803 1009 1532 4138

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

14

COLLATERAL

ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15

DESCRIPTION

DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785466612

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

4

20220803 1009 1532 4138

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

12

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

GENERAL

LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

14

COLLATERAL

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

15

DESCRIPTION

LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,

16

REGISTERING

AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
785466612

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

4

MOTOR VEHICLE SCHEDULE

20220803 1009 1532 4138

REGISTRATION NUMBER

20220803 1009 1532 4138

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

14

COLLATERAL

ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

15

DESCRIPTION

THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16

REGISTERING AGENT

17

ADDRESS

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
 FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER										
	785375289										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		001	5		20220729 1608 1532 6234	P PPSA	04				
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
02	DEBTOR										
03	NAME	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								
						ONTARIO CORPORATION NO.					
04		ADDRESS	33 BACHELOR ST		BRAMPTON,		ON	L7A5B1			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
05	DEBTOR										
06	NAME	BUSINESS NAME									
						ONTARIO CORPORATION NO.					
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA									
09		ADDRESS	5575 NORTH SERVICE RD,STE 300		BURLINGTON		ON	L7L 6M1			
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY	OR	MATURITY DATE		
10			X		X						
	YEAR MAKE			MODEL	V.I.N.						
11	MOTOR	2018 FORD			F-150	1FTEW1EG0JFA65770					
12	VEHICLE	2020 FORD			F-150	1FTEW1EGXLFC67874					
13	GENERAL	AS PER CONDITIONAL SALES CONTRACT #201000069136 DESCRIPTION USED									
14	COLLATERAL	2018 FORD F-150 PICK-UP TRUCK. VIN# 1FTEW1EG0JFA65770 USED 2020									
15	DESCRIPTION	FORD F-150 PICK-UP TRUCK. VIN# 1FTEW1EGXLFC67874. TOGETHER WITH									
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP									
17		ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA		ON	L4Z 1H8			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

CONTINUED... 90

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785375289

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

5

20220729 1608 1532 6234

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

09

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR

MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

14

COLLATERAL

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

15

DESCRIPTION

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785375289

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003

5

20220729 1608 1532 6234

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

09

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR

MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

14

COLLATERAL

CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

15

DESCRIPTION

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE FINANCING OF THE

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785375289

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

004

5

20220729 1608 1532 6234

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14

COLLATERAL

TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15

DESCRIPTION

PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16

REGISTERING

AGENT

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

785375289

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

005

5

20220729 1608 1532 6234

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

COLLATERAL OR PROCEEDS OF THE COLLATERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
780003099

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

01

003

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20220128 1425 8077 6902

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

7

02

DEBTOR

03

NAME

BUSINESS NAME

BHULLAR JATT TRANSPORT LTD.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

04

ADDRESS

199 CANNON STREET

REGINA

ONTARIO CORPORATION NO.

SK

S4N4T3

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

ADDRESS

VFS CANADA INC.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

238 WELLINGTON ST. E. 3RD FLR.

AURORA

ON

L4G 1J5

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

2022 VOLVO

MODEL

VNL64T-760

V.I.N.

4V4NC9EH4NN294727

YEAR MAKE

2022 VOLVO

MODEL

VNL64T-760

V.I.N.

4V4NC9EH6NN294728

11

GENERAL

12

COLLATERAL

13

DESCRIPTION

14

ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR

15

REGISTERING

16

AGENT

17

ADDRESS

1551 THE QUEENSWAY

TORONTO

ON

M8Z 1T5

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

780003099

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

003

20220128 1425 8077 6902

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

14

COLLATERAL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

15

DESCRIPTION

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

16

REGISTERING

AGENT

ADDRESS

17

ADDRESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

780003099

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

03

003

20220128 1425 8077 6902

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01		01	001		20221013 1026 8077 4960	P	PPSA				
21	RECORD REFERENCED	FILE NUMBER	780003099				RENEWAL YEARS	CORRECT PERIOD			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED			CHANGE REQUIRED	A AMENDMENT				
			FIRST GIVEN NAME			INITIAL	SURNAME				
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.								
25	OTHER CHANGE										
26	REASON/	ADD DEBTOR									
27	DESCRIPTION										
28											
02/		DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR/										
03/	TRANSFeree	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								
06			ONTARIO CORPORATION NO.								
04/07		ADDRESS	33 BACHELOR STREET			BRAMPTON	ON L7A 5B1				
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09		ADDRESS									
	COLLATERAL CLASSIFICATION										
	CONSUMER		MOTOR VEHICLE			DATE OF	NO FIXED				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.									
17	SECURED PARTY/	ADDRESS	1551 THE QUEENSWAY			TORONTO	ON M8Z 1T5				
	LIEN CLAIMANT										

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
772923825

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

0100120210528 1433 1530 5120P PPSA5

02

DEBTOR

03

NAME

BUSINESS NAME

BHULLAR JATT TRANSPORT LTD.

ONTARIO CORPORATION NO.

04

ADDRESS

199 CANNON ST

REGINA

SK

S4N 4T3

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

ROYAL BANK OF CANADA

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

36 YORK MILLS ROAD, 4TH FLOOR

TORONTO

ON

M2P 0A4

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

XX XX XX XX X

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

17

ADDRESS

4126 NORLAND AVENUE

BURNABY

BC

V5G 3S8

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

CONTINUED... 99

408

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	2		20241105 1452 5064 4257					
21	RECORD REFERENCED	FILE NUMBER	772923825					RENEWAL YEARS	CORRECT PERIOD	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT					
			FIRST GIVEN NAME	INITIAL	SURNAME					
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.							
25	OTHER CHANGE									
26	REASON/ DESCRIPTION	ADD DEBTOR TYSON TRUCKING GROUP LTD. (UNIT#13-320 GREAT PLAINS ROAD, EMERALD PARK, SK, S4L0B8) ADD DEBTOR TYSON TRUCKING GROUP LTD. (33 BACHELOR STREET, BRAMPTON, ON, L7A5B1)								
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME	TYSON TRUCKING GROUP LTD.							
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS	UNIT#13-320 GREAT PLAINS ROAD			EMERALD PARK		ON	S4L 0B8	
29	ASSIGNOR									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08										
09		ADDRESS								
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE		
10		YEAR	MAKE	MODEL	V.I.N.					
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.								
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	445 KING STREET WEST, SUITE 400			TORONTO		ON	M5V 1K4	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	002	2		20241105 1452 5064 4257	

21 RECORD FILE NUMBER 772923825

REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME	INITIAL	SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02/ DEBTOR/

03/ TRANSFEREE BUSINESS NAME TYSON TRUCKING GROUP LTD.

06

04/07 ADDRESS 33 BACHELOR STREET BRAMPTON ON L7A 5B1

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
769451886

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

01

003

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20210126 1032 8077 0954

REGISTERED UNDER

P PPSA

REGISTRATION PERIOD

6

02

DEBTOR

03

NAME

BHULLAR JATT TRANSPORT LTD.

ONTARIO CORPORATION NO.

04

ADDRESS

199 CANNON STREET

REGINA

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

SK

S4N4T3

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

VFS CANADA INC.

09

ADDRESS

238 WELLINGTON ST. E. 3RD FLR.

AURORA

ON

L4G 1J5

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

X

X

X

11

MOTOR

YEAR MAKE

2021 VOLVO

MODEL

VNL64T-760

V.I.N.

4V4NC9EH5MN281807

12

VEHICLE

13

GENERAL

THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL

14

COLLATERAL

PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

15

DESCRIPTION

ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR

16

REGISTERING AGENT

REGISTRY = RECOVERY INC.

17

ADDRESS

1551 THE QUEENSWAY

TORONTO

ON

M8Z 1T5

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

CONTINUED... 102

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

769451886

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

003

20210126 1032 8077 0954

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

VEHICLE

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

12

VEHICLE

VEHICLE

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

14

COLLATERAL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

15

DESCRIPTION

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

REGISTERING

16

REGISTERING

AGENT

ADDRESS

17

AGENT

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

769451886

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

03

003

20210126 1032 8077 0954

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20221013 1026 8077 4959	P	PPSA		
21	RECORD REFERENCED	FILE NUMBER	769451886					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.						
25	OTHER CHANGE								
26	REASON/	ADD DEBTOR							
27	DESCRIPTION								
28									
02/	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	TYSON TRUCKING GROUP LTD.						
06									
04/07	ADDRESS	33 BACHELOR STREET					BRAMPTON	ON	
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09	ADDRESS								
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE			DATE OF	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	
10	YEAR	MAKE	MODEL		V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.							
17	SECURED PARTY/	ADDRESS	1551 THE QUEENSWAY				TORONTO		
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	768581109											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01		01	003			20201215 1434 8077 9311		P PPSA		6		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		BHULLAR JATT TRANSPORT LTD.							
				ONTARIO CORPORATION NO.								
04			ADDRESS		199 CANNON STREET		REGINA		SK S4N4T3			
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR											
06	NAME		BUSINESS NAME		ONTARIO CORPORATION NO.							
				ONTARIO CORPORATION NO.								
07			ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT			VFS CANADA INC.								
09			ADDRESS		238 WELLINGTON ST. E. 3RD FLR.		AURORA		ON L4G 1J5			
COLLATERAL CLASSIFICATION												
		CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED			
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR		MATURITY DATE			
10				X	X	X						
		YEAR MAKE		MODEL		V.I.N.						
11	MOTOR	2021 VOLVO		VNL64T-760		4V4NC9EH3MN281806						
12	VEHICLE											
13	GENERAL		THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL									
14	COLLATERAL		PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,									
15	DESCRIPTION		ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR									
16	REGISTERING		REGISTRY = RECOVERY INC.									
AGENT												
17			ADDRESS		1551 THE QUEENSWAY		TORONTO		ON M8Z 1T5			
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***												
										CONTINUED...		106

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

768581109

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

02

003

20201215 1434 8077 9311

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

14

COLLATERAL

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

15

DESCRIPTION

INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

16

REGISTERING

AGENT

ADDRESS

17

ADDRESS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
768581109

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

0300320201215 1434 8077 9311

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

INSURANCE PROCEEDS.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01		01	001		20221013 1026 8077 4958	P	PPSA				
21	RECORD REFERENCED	FILE NUMBER	768581109				RENEWAL YEARS	CORRECT PERIOD			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED			CHANGE REQUIRED	A AMENDMENT				
			FIRST GIVEN NAME			INITIAL	SURNAME				
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.								
25	OTHER CHANGE										
26	REASON/ DESCRIPTION	ADD DEBTOR									
27											
28											
02/		DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR/										
03/	TRANSFeree	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								
06											
04/07		ADDRESS	33 BACHELOR STREET			BRAMPTON	ONTARIO CORPORATION NO.				
29	ASSIGNOR						ON	L7A 5B1			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09		ADDRESS									
	COLLATERAL CLASSIFICATION										
	CONSUMER					MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.									
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY			TORONTO	ON	M8Z 1T5			

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
 FILE CURRENCY : 25JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00	FILE NUMBER										
	760279716										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
01		01	001		20200221 1026 8077 5866	P PPSA	6				
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR										
03	NAME	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.								
										ONTARIO CORPORATION NO.	
04		ADDRESS	199 CANNON STREET			REGINA	SK	S4N4T3			
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR										
06	NAME	BUSINESS NAME									ONTARIO CORPORATION NO.
										ONTARIO CORPORATION NO.	
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT	VFS CANADA INC.									
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA	ON	L4G 1J5			
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE		
10			X		X	X					
	YEAR MAKE				MODEL	V.I.N.					
11	MOTOR	2020	VOLVO			VNL64T-760	4V4NC9EH5LN230175				
12	VEHICLE	2020	VOLVO			VNL64T-760	4V4NC9EH7LN230176				
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	REGISTRY = RECOVERY INC.									
17		ADDRESS	1551 THE QUEENSWAY			TORONTO	ON	M8Z 1T5			
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									

CONTINUED... 110

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01		01	001		20221013 1026 8077 4957	P	PPSA				
21	RECORD REFERENCED	FILE NUMBER	760279716				RENEWAL YEARS	CORRECT PERIOD			
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED			CHANGE REQUIRED A AMENDMENT					
23	REFERENCE		FIRST GIVEN NAME			INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.								
25	OTHER CHANGE										
26	REASON/ DESCRIPTION	ADD DEBTOR									
27											
28											
02/		DATE OF BIRTH	FIRST GIVEN NAME			INITIAL	SURNAME				
05	DEBTOR/										
03/	TRANSFeree	BUSINESS NAME	TYSON TRUCKING GROUP LTD.								
06											
04/07		ADDRESS	33 BACHELOR STREET			BRAMPTON	ONTARIO CORPORATION NO.				
29	ASSIGNOR		ON L7A 5B1								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09		ADDRESS									
	COLLATERAL CLASSIFICATION										
	CONSUMER				MOTOR VEHICLE	DATE OF		NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR		REGISTRY = RECOVERY INC.								
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY			TORONTO		ON M8Z 1T5			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20250521 1421 1532 1013				
21	RECORD REFERENCED	FILE NUMBER	760279716					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	F PART DISCH				
			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR	2020	VOLVO	VNL64T-760		4V4NC9EH7LN230176			
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP							
17	SECURED PARTY/	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR			MISSISSAUGA		ON	L4Z 1H8
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20250613 1240 1532 4216				
21	RECORD REFERENCED	FILE NUMBER	760279716					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	C DISCHARGE				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BHULLAR JATT TRANSPORT LTD.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06									ONTARIO CORPORATION NO.
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP							
17	SECURED PARTY/	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR			MISSISSAUGA		ON	L4Z 1H8
	LIEN CLAIMANT								

RUN NUMBER : 177
RUN DATE : 2025/06/26
ID : 20250626105957.12
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TYSON TRUCKING GROUP LTD.
FILE CURRENCY : 25JUN 2025

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

REPORT : F
PAGE : 113

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
517281777	20250613 1258 4085 8293			
517283721	20250613 1331 2758 9247			
514939302	20250404 1523 2758 8184			
512544915	20250109 1636 1902 3944			
512544924	20250109 1637 1902 3945			
512544951	20250109 1637 1902 3948			
510771087	20241105 1238 1902 5908			
509119236	20240913 1002 1532 2430			
797161329	20230914 1107 1532 7463			
797004144	20230908 1357 4085 3210			
796489029	20230823 1102 1902 3355	20250523 1653 1465 5581	20250626 1835 1465 8337	
795658311	20230727 1023 8077 3111			
791793054	20230327 1352 1902 3674			
791542053	20230316 1841 1532 2563			
791168967	20230302 1331 5064 8718			
791039124	20230227 1224 5064 5851	20230301 1352 5064 8223		
791043237	20230227 1324 5064 5909			
790963362	20230223 1020 5064 4298	20240516 1600 1465 3736		
790964487	20230223 1050 5064 4324			
790967376	20230223 1124 5064 4343	20241030 1957 1465 3722	20250619 1214 1465 5711	
790968258	20230223 1159 5064 4373			
790974477	20230223 1448 5064 4510	20250619 1244 1465 5723		
790983558	20230223 1859 5064 4624			
790983621	20230223 1930 5064 4627			
790943049	20230222 1653 5064 3589	20250619 1243 1465 5722		
790916616	20230221 1817 4085 7812			
790001343	20230116 1817 1532 1992			
788918418	20221130 1525 5064 0117	20240715 1609 1465 4105		
788855976	20221129 0931 6005 3972			
787726476	20221020 1029 8077 5132			

CONTINUED... 114

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER			
785466225	20220803	1002	1532	4085												
785466612	20220803	1009	1532	4138												
785375289	20220729	1608	1532	6234												
780003099	20220128	1425	8077	6902	20221013	1026	8077	4960								
772923825	20210528	1433	1530	5120	20241105	1452	5064	4257								
769451886	20210126	1032	8077	0954	20221013	1026	8077	4959								
768581109	20201215	1434	8077	9311	20221013	1026	8077	4958								
760279716	20200221	1026	8077	5866	20221013	1026	8077	4957	20250521	1421	1532	1013	20250613	1240	1532	4216

54 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mar
Docket : G10055514
Search ID : 1036711
Date Processed : 6/26/2025 10:59:16 AM
Report Type : PPSA Electronic Response
Search Conducted on : 150 OAKWOOD STREET HOLDINGS INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 150 OAKWOOD STREET HOLDINGS INC.

FILE CURRENCY: June 25, 2025

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 2 PAGES.

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

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 150 OAKWOOD STREET HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 2

SEARCH : BD : 150 OAKWOOD STREET HOLDINGS INC.

00 FILE NUMBER : 784443924 EXPIRY DATE : 29JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220629 1236 1532 1324 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: 150 OAKWOOD STREET HOLDINGS INC.
OCN :
04 ADDRESS : 2592 BURSLEM RD
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5A2R6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 150 OAKWOOD STREET HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 2

SEARCH : BD : 150 OAKWOOD STREET HOLDINGS INC.

00 FILE NUMBER : 784820673 EXPIRY DATE : 12JUL 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220712 1356 1590 1056 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 150 OAKWOOD STREET HOLDINGS INC.
OCN : 100021348
04 ADDRESS : 33 BACHELOR STREET
CITY : BRAMPTON PROV: ON POSTAL CODE: L7A 5B1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION
13 THIS ROYAL BANK OF CANADA NOTICE OF ASSIGNMENT OF RENTS - GENERAL
14 RELATES TO THE LANDS AND PREMISES KNOWN AS 150 OAKWOOD STREET,
15 INGERSOLL, ONTARIO N5C 3J7.
16 AGENT: AGRO ZAFFIRO LLP
17 ADDRESS : 21 KING STREET WEST 11TH FLOOR
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4W7
LAST SCREEN

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



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mar
Docket : G10055514
Search ID : 1036712
Date Processed : 6/26/2025 10:59:21 AM
Report Type : PPSA Electronic Response
Search Conducted on : TYSON INVESTMENT HOLDINGS INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 5 PAGES.

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

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 5

SEARCH : BD : TYSON INVESTMENT HOLDINGS INC.

00 FILE NUMBER : 502048476 EXPIRY DATE : 18JAN 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20240118 1742 1532 7723 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: TYSON INVESTMENT HOLDINGS INC.
OCN :
04 ADDRESS : 33 BACHELOR ST
CITY : BRAMPTON PROV: ON POSTAL CODE: L7A5B1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL
14 GOODS, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES,
15 MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR
16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 5

SEARCH : BD : TYSON INVESTMENT HOLDINGS INC.

00 FILE NUMBER : 502048476 EXPIRY DATE : 18JAN 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20240118 1742 1532 7723 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 ON BEHALF OF DEBTOR AND ALL PROCEEDS AND RENEWALS THEREOF, ACCRETIONS
14 THERETO AND SUBSTITUTIONS THEREFOR, AND INCLUDING, WITHOUT
15 LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER OWNED OR
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 3 OF 5

SEARCH : BD : TYSON INVESTMENT HOLDINGS INC.

00 FILE NUMBER : 502048476 EXPIRY DATE : 18JAN 2029 STATUS :
01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20240118 1742 1532 7723 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 ACQUIRED BY OR ON BEHALF OF DEBTOR, ALL INVENTORY, ALL EQUIPMENT, ALL
14 DEBTS, ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND
15 OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS, CHATTEL PAPER OR
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 4 OF 5

SEARCH : BD : TYSON INVESTMENT HOLDINGS INC.

00 FILE NUMBER : 502048476 EXPIRY DATE : 18JAN 2029 STATUS :
01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
REG NUM : 20240118 1742 1532 7723 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS AND
14 ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS, AND OTHER INDUSTRIAL
15 PROPERTY.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TYSON INVESTMENT HOLDINGS INC.

FILE CURRENCY: June 25, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 5 OF 5

SEARCH : BD : TYSON INVESTMENT HOLDINGS INC.

00 FILE NUMBER : 784231074 EXPIRY DATE : 22JUN 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220622 1507 1532 7731 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: TYSON INVESTMENT HOLDINGS INC.
OCN :
04 ADDRESS : 33 BACHELOR ST
CITY : BRAMPTON PROV: ON POSTAL CODE: L7A5B1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: D + H LIMITED PARTNERSHIP

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

LAST SCREEN

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

This is Exhibit "M" 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)

CAROL LIU

PROPERTY DESCRIPTION: PART LOT 24 BROKEN FRONT CONCESSION WEST OXFORD, PART 1 41R10433; TOWN OF INGERSOLL

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 00148-0194

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

150 OAKWOOD STREET HOLDINGS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
313838	1986/07/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** PYE, JOSEPH	MCADAM, JOHN EDWARD ALLEN MCADAM, SHIRLEY JEAN	
CO97832	2012/11/02	TRANSFER		*** COMPLETELY DELETED *** MCADAM, JOHN EDWARD ALLEN	MCADAM, JOHN EDWARD ALLEN	
CO266536	2022/07/12	TRANSFER	\$3,200,000	MCADAM, JOHN EDWARD ALLEN MCADAM, SHIRLEY JEAN	150 OAKWOOD STREET HOLDINGS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CO266537	2022/07/12	CHARGE	\$5,700,000	150 OAKWOOD STREET HOLDINGS INC.	ROYAL BANK OF CANADA	C
CO266538	2022/07/12	NO ASSGN RENT GEN		150 OAKWOOD STREET HOLDINGS INC.	ROYAL BANK OF CANADA	C
REMARKS: CO266537.						
CO266539	2022/07/12	CHARGE	\$1,100,000	150 OAKWOOD STREET HOLDINGS INC.	GOLDEN GOOSE INVESTMENT HOLDINGS INC. 13164454 CANADA INC.	C
CO275534	2023/01/11	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
41R10433	2023/01/12	PLAN REFERENCE				C
		REMARKS: CO275534.				
CO279074	2023/04/14	APL (GENERAL)		150 OAKWOOD STREET HOLDINGS INC.		C
		REMARKS: AMENDING DESCRIPTION				
CO295822	2024/05/15	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF INGERSOLL		
		REMARKS: TAX ARREARS				
CO298563	2024/07/12	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF INGERSOLL		
		REMARKS: CO295822				
CO303649	2024/11/12	NOTICE	\$2	150 OAKWOOD STREET HOLDINGS INC.	GOLDEN GOOSE INVESTMENT HOLDINGS INC. 13164454 CANADA INC.	C
		REMARKS: CO266539				

TAX CERTIFICATE



THE CORPORATION OF THE TOWN OF INGERSOLL

130 OXFORD STREET, 2ND FLOOR, INGERSOLL, ONTARIO, N5C 2V5
(519) 485-0120 Fax (519) 485-3543

CERTIFICATE NO.: 9125 FEE RECEIVED: \$50.00 REQUESTED BY: GOWLING WLG ONE MAIN STREET WEST HAMILTON ON L8P 4Z5 FILE NO. 245121	ASSESSED OWNER(S) 150 OAKWOOD STREET HOLDING MAILING ADDRESS 33 BACHELOR ST BRAMPTON ON L7A 5B1	PROPERTY DESCRIPTION WEST OXFORD CON BF PT LOT RP 41R10433 PART 1 10.79 ACRES MUNICIPAL ADDRESS 00150 OAKWOOD PROPERTY ROLL NUMBER *3218-030-065-34600-0000*
--	---	--

STATEMENT OF CURRENT TAXES FOR THE YEAR 2025

Taxes Levied to Date	Other Charges	Local Improvements	Penalty	Amount Paid	Current Balance
\$2,070.12	\$0.00	\$0.00	\$38.82	\$0.00	\$2,108.94

STATEMENT OF TAX ARREARS

TAXATION YEAR	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL ARREARS
2024	\$0.00	\$0.00	\$0.00
2023	\$0.00	\$0.00	\$0.00
2022 and prior	\$0.00	\$0.00	\$0.00
TOTAL TAXES OUTSTANDING TO DATE (MAY INCLUDE INSTALLMENTS NOT YET DUE)			\$2,108.94
Pre-authorized Payment			\$0.00

LOCAL IMPROVEMENTS BREAKDOWN

CURRENT YEAR INSTALLMENT BREAKDOWN

Code	Description	Amount	Expires	<u>DUE</u>	<u>Interim</u>	<u>DUE</u>	<u>Final</u>	<u>DUE</u>	<u>Supp's</u>
				Feb 28	\$1,035.12	Aug 29	\$0.00		\$0.00
				May 30	\$1,035.00	Oct 31	\$0.00		\$0.00
PRIOR YEAR TAXES			Total Current Years Taxes levied to date						
	2024	\$4,140.23					\$2,070.12		

COMMENTS:

The total taxes shown may include additions to the Tax Roll authorized by provincial legislation.

The information on this statement is based on cheques tendered being honoured by the institution upon which they are drawn.

Penalty and/or interest levied on outstanding principal is 1.25% levied on the first day of default of payment and on the first day of each month thereafter until paid in full.

Lynda Thornton, Tax Collector

May 23, 2025

Treasurer/Designate

Date

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 St. Brampton, ON 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	GOLDEN GOOSE INVESTMENT HOLDINGS INC.	50% interest
Address for Service	1 City Centre Dr., Suite 1505, Mississauga, Ontario L5B 1M2	
Name	13164454 CANADA INC.	50% interest
Address for Service	1654 Lakeshore Rd. W., Mississauga, Ontario L5J 1J3	

Provisions			
Principal	\$1,100,000.00	Currency	CDN
Calculation Period	monthly not in advance		
Balance Due Date	2024/08/12		
Interest Rate	5%		
Payments	\$4,583.33		
Interest Adjustment Date	2022 07 12		
Payment Date	12th day of each month		
First Payment Date	2022 08 12		
Last Payment Date	2024 07 12		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions	
This charge is provided as collateral security for a Promissory Note made as of July 12, 2022 between Golden Goose Investment Holdings Inc. and 13164454 Canada Inc. (including their successors and assigns, the "Lenders") and Tyson Investment Holdings Inc. (including its successors and assigns, collectively the "Borrower").	
Post-Dated Cheques: The Borrower shall provide the Lenders with a series of post-dated cheques at the commencement of the mortgage herein and thereafter on each anniversary date.	
Prepayment: Prepayment. The Borrower may at any time, and from time to time, prepay all or any portion of the unpaid balance of the Principal Amount outstanding, together with interest accrued but unpaid thereon, without notice, bonus or penalty. Each prepayment pursuant to this Section shall be applied pro rata in accordance with the remaining outstanding principal amount of such instalments in order of maturity.	

Signed By				
Suzy Pereira		300-3800 Steeles Av. West Woodbridge L4L 4G9	acting for Chargor(s)	Signed 2022 07 12
Tel	905-850-8550			
Fax	905-850-9998			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By

PASCALE, DI POCE

300-3800 Steeles Av. West
Woodbridge
L4L 4G9

2022 07 12

Tel 905-850-8550

Fax 905-850-9998

Fees/Taxes/Payment

Statutory Registration Fee

\$66.30

Total Paid

\$66.30

File Number

Chargee Client File Number :

106349

Properties

PIN

00148 - 0095 LT

Description

PART LOT 24 BROKEN FRONT CONCESSION WEST OXFORD, PART 1 41R10433;
TOWN OF INGERSOLL

Address

150 OAKWOOD STREET
INGERSOLL

Consideration

Consideration

\$2.00

Applicant(s)

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

150 Oakwood Street, Ingersoll, ON

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
<div><div>Name</div><div>GOLDEN GOOSE INVESTMENT HOLDINGS INC.</div></div> <div><div>Address for Service</div><div>2 Wasaga Road, Brampton, ON</div></div> <div>A person or persons with authority to bind the corporation has/have consented to the registration of this document.</div> <div>This document is not authorized under Power of Attorney by this party.</div>		
<div><div>Name</div><div>13164454 CANADA INC.</div></div> <div><div>Address for Service</div><div>2 Wasaga Road, Brampton, ON</div></div> <div>A person or persons with authority to bind the corporation has/have consented to the registration of this document.</div> <div>This document is not authorized under Power of Attorney by this party.</div>		

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, CO266539 registered on 2022/07/12 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)CO266539

Signed By

Sundip Singh Natt

510-218 Export Blvd.
Mississauga
L5S0A7

acting for
Applicant(s)

Signed

2024 11 12

Tel

905-678-6300

Fax

905-796-7536

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

TSC LAW PROFESSIONAL CORPORATION

510-218 Export Blvd.
Mississauga
L5S0A7

2024 11 12

Tel

905-678-6300

Fax

905-796-7536

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

AMENDING AGREEMENT

THIS AGREEMENT (the "Agreement") is made with effect as of the 31st day of May, 2024 between TYSON INVESTMENT HOLDINGS INC. (the "Borrower"), 150 OAKWOOD STREET HOLDINGS INC. (the "Chargor"), GOLDEN GOOSE INVESTMENT HOLDINGS INC. and 13164454 CANADA INC. (Golden Goose Investment Holdings Inc. and 13164454 Canada Inc., collectively, the "Chargee").

RECITALS:

WHEREAS pursuant to a Vendor Take Back Promissory Note (the "Promissory Note") dated the 12th day of July, 2022, the Borrower promised to pay to the Chargee the Principal Amount of \$1,100,000.00 upon the terms more particularly set out in the Promissory Note;

AND WHEREAS the Promissory Note was guaranteed by the Chargor (the "Guarantee") and was further secured by a second charge over the Lands (as defined hereinafter) registered as instrument number CO266539 (the "Charge");

AND WHEREAS the Chargor is the registered and beneficial owner of the property municipally known as 150 Oakwood Street, Ingersoll, ON (the "Lands") and legally described as:

PT LT 24 CON BROKEN FRONT WEST OXFORD AS IN 313838 EXCEPT PT 1
41R3447; INGERSOLL
(PIN #00148-0095 LT)

AND WHEREAS the Parties now desire to enter into this Agreement to set out the terms and conditions of certain amendments to the terms of the Promissory Note and Charge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payments which have already been made upon the Promissory Note, and in consideration of the further covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is now agreed between the Parties as follows:


1. The foregoing Recitals are true in substance and in fact.
2. The Borrower and Chargee acknowledge and agree that all the terms, conditions and provisions of the Promissory Note, the Guarantee and the Charge and any documents delivered in connection therewith are in full force and in good standing.
3. Subject to the Borrower and Chargor's grant of security herein being validly registered and in force, the Chargee agrees to amend the Promissory Note and Charge as set out herein.
4. The Borrower, Chargor and Chargee agree that the terms of the Promissory Note and Charge shall be amended as follows:
 - a. The Parties acknowledge that the Borrower has made a lump sum payment towards the Principal Amount in the sum of \$450,000.00 on or about August 30, 2023;
 - b. The Parties acknowledge that as of May 31, 2024 the Borrower owed outstanding interest in arrears under the Promissory Note in the amount of \$31,705.19 (the "Arrears") and the Parties have agreed to add the Arrears to the Principal Amount outstanding;
 - c. The Parties acknowledge and agree that interest due from the period from June 1, 2024 to December 31, 2024 totalling \$31,812.91 shall also be added to the Principal Amount and during such period the Borrower shall not be required to make monthly payments of interest;
 - d. The current outstanding Principal Amount is confirmed to be \$713,518.10
 - e. The interest rate shall be amended to Eight (8.00%) percent per annum, calculated monthly, not in advance as of June 1, 2024;
 - f. The monthly interest payment amount shall be amended to \$4,756.79 and payment shall be made on 1st day of each month commencing February 1, 2025;
 - g. The balance due date of the Principal Amount shall now be May 31, 2026;
 - h. All other terms shall remain the same.
5. The Borrower shall deliver to the Chargee together with the execution of this Agreement, post-dated cheques payable to each Chargee for monthly interest from February 1, 2025 to the balance due date.
6. The Chargor acknowledges, agrees, grants and consents to the Chargee registering an amendment to the Charge on title to the Lands to reflect, give effect to and secure the amended terms as set out in this Agreement.
7. All costs associated with the preparation and registration of this Agreement and all required amendment documents shall be borne by, and shall be the sole responsibility of, the Borrower and the Chargor.

8. The Promissory Note and Charge and any documents delivered in connection therewith shall continue to secure all present and future indebtedness of the Borrower and Chargor to the Chargee.
9. All the terms and provisions of the Promissory Note and Charge shall continue to apply, and continue to be binding on the Borrower, the Chargor and Chargee, except as otherwise amended hereis.
10. The Borrower and Chargor represent and warrant:
- a. The Lands property taxes are paid up to date and not in arrears;
 - b. The Lands have a valid and in force fire insurance policy as required;
 - c. There are no material changes to the condition of the Lands;
 - d. Full disclosure has been made to the Chargee of all relevant information; and
 - e. All necessary corporate actions have been taken to validly enter into and execute this Agreement.
11. This Agreement may be executed electronically and in counterparts each of which when placed together and with this Agreement shall form the entire Agreement and be considered validly executed by, and binding on, the Parties.

[Signatures Follow]

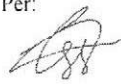
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

TYSON INVESTMENT HOLDINGS INC.
Per:


Name and Title
I have authority to bind the Corporation.

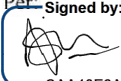



150 OAKWOOD STREET HOLDINGS INC.
Per:



Name and Title
I have authority to bind the Corporation.




GOLDEN GOOSE INVESTMENT HOLDINGS INC.
Per: Signed by:


CAA40F6AB348402
Name and TitleAmandeep Singh
I have authority to bind the Corporation.

13164454 CANADA INC.
Per:

DocuSigned by:

529530F2836E441
Name and TitleNarpinder Mann
I have authority to bind the Corporation.

This is Exhibit "N" 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)

CAROL LIU

From: Mantilla, Paula

Sent: Thursday, September 19, 2024 9:28 AM

To: 'Bajwa Tyson Group' <bajwa@tysongroup.ca>; Gbhullar Tyson Group <gbhullar@tysongroup.ca>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>

Subject: RE: Meeting request

Hello.

I have sent the booking and link for a virtual meeting on the 24th at 1 pm.

Further to that please find attached transition letter.

Best

Paula,

Paula Mantilla | Senior Commercial Account Manager | Hamilton Commercial Financial Services | RBC Royal Bank |
Royal Bank of Canada | 2nd Floor, 21 King St W, Hamilton, ON, L8P 4W7 | C. 289-244-5467 | F. 905-525-8532 |

Commercial Service Team:

For day-to-day transactional banking needs, please contact our Commercial Client Services teams. Our Commercial Service Advisors accept e-mail requests for account inquiries and all account investigations.

Business hours are Monday – Friday's 8:30am to 5:00pm (Eastern Time)

1-844-601-4828 (press 1 to select Hamilton Team); Email: serviceteamham@rbc.com

"Moving forward, our team is switching to sending all emails through Secure Email provided by Cisco. You will receive a separate email reply where you will be instructed to register your email address, which simply entails setting up a password. Moving forward, you will open all of our emails with that password. Once registered, you will simply click the

"Read Message" button on the secure email to view the email itself. Thank you for your understanding during this change."

From: Bajwa Tyson Group <bajwa@tysongroup.ca>
Sent: Wednesday, September 18, 2024 11:11 AM
To: Mantilla, Paula <paula.mantilla@rbc.com>; Gbhullar Tyson Group <gbhullar@tysongroup.ca>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>
Subject: RE: Meeting request

[External]/[Externe]

Hello Paula, sorry but been really caught up this week with some family occasion.

Can we do it on Tuesday the 24th around the same time ?



"Hauling on power of promises"

Best Regards

HARPREET SINGH BAJWA

Dispatch/Operations

T: 306-271-1688 Ext – 211 / M: 647-708-1313

TEAM EXT# 1

Email: bajwa@tysongroup.ca

Team email : dispatch@tysongroup.ca

Address – 475 Harrop Drive, Milton ON L9T3H3



US & Canada
Bonded Carrier



To our valued Customers, TYSON will not take responsibility for freight that is not packaged or skidded properly. Please advise your customers to make sure the shipment is protected properly so we all can reduce the risk of damage and claims. Thanks for your immediate attention to this matter. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

From: Mantilla, Paula <paula.mantilla@rbc.com>
Sent: September 18, 2024 11:06 AM
To: Gbhullar Tyson Group <gbhullar@tysongroup.ca>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>; Bajwa Tyson Group <bajwa@tysongroup.ca>
Subject: RE: Meeting request

Hello All.

I am following up as we need to land on a meeting as soon as possible.

The options as of Now are 1 or 3 Pm virtual tomorrow.

If that does not work please provide me alternative days/ times next week for an in person or virtual meeting.

Thank you

Paula Mantilla | Senior Commercial Account Manager | Hamilton Commercial Financial Services | RBC Royal Bank |
Royal Bank of Canada | 2nd Floor, 21 King St W, Hamilton, ON, L8P 4W7 | C. 289-244-5467 | F. 905-525-8532 |

Commercial Service Team:

For day-to-day transactional banking needs, please contact our Commercial Client Services teams. Our Commercial Service Advisors accept e-mail requests for account inquiries and all account investigations.

Business hours are Monday – Friday's 8:30am to 5:00pm (Eastern Time)
1-844-601-4828 (press 1 to select Hamilton Team); Email: serviceteamham@rbc.com

"Moving forward, our team is switching to sending all emails through Secure Email provided by Cisco. You will receive a separate email reply where you will be instructed to register your email address, which simply entails setting up a password. Moving forward, you will open all of our emails with that password. Once registered, you will simply click the "Read Message" button on the secure email to view the email itself. Thank you for your understanding during this change."

From: Mantilla, Paula

Sent: Monday, September 16, 2024 12:07 PM

To: 'Gbhullar Tyson Group' <gbhullar@tysongroup.ca>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>; Bajwa Tyson Group <bajwa@tysongroup.ca>

Subject: RE: Meeting request

Thanks Gurjeet.

Please let me know as soon as you can. If a virtual meeting makes it easier we can do that instead of Face to face.

Best,

Paula,

Paula Mantilla | Senior Commercial Account Manager | Hamilton Commercial Financial Services | RBC Royal Bank |
Royal Bank of Canada | 2nd Floor, 21 King St W, Hamilton, ON, L8P 4W7 | C. 289-244-5467 | F. 905-525-8532 |

Commercial Service Team:

For day-to-day transactional banking needs, please contact our Commercial Client Services teams. Our Commercial Service Advisors accept e-mail requests for account inquiries and all account investigations.

Business hours are Monday – Friday's 8:30am to 5:00pm (Eastern Time)
1-844-601-4828 (press 1 to select Hamilton Team); Email: serviceteamham@rbc.com

"Moving forward, our team is switching to sending all emails through Secure Email provided by Cisco. You will receive a separate email reply where you will be instructed to register your email address, which simply entails setting up a password. Moving forward, you will open all of our emails with that password. Once registered, you will simply click the

"Read Message" button on the secure email to view the email itself. Thank you for your understanding during this change."

From: Gbhullar Tyson Group <gbhullar@tysongroup.ca>

Sent: Monday, September 16, 2024 10:53 AM

To: Mantilla, Paula <paula.mantilla@rbc.com>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>; Bajwa Tyson Group <bajwa@tysongroup.ca>

Subject: RE: Meeting request

[External]/[Externe]

Good Morning Paula,

Hope you doing good,

Just let you know Harpreet is busy in his family functions, we are waiting for him when he is free.

I will also call him today to see what time fits him.

Thank you.

Please note, as established by Canadian Cargo Laws, all domestic Canadian shipments, unless a declared value is provided before freight pick-up, have a maximum insurance coverage of \$2.00 per pound. Please inform us if extra insurance is required.



Hauling on power of promises

Gurjeet Bhullar

Tyson Trucking Group Ltd

475 Harrop Dr.

Milton, ON L9T3H3

O: 306-271-1688 Ext 213

Cell# 306-515-4116

Email: gbhullar@tysongroup.ca

Team: dispatch@tysongroup.ca

Web: www.tysongroup.ca



US & Canada
Bonded Carrier



To our valued Customers, TYSON will not take responsibility for freight that is not packaged or skidded properly. Please advise your customers to make sure the shipment is protected properly so we all can reduce the risk of damage and claims. Thanks for your immediate attention to this matter.

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete

this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses.
The company accepts no liability for any damage caused by any virus transmitted by this email

From: Mantilla, Paula <paula.mantilla@rbc.com>

Sent: Monday, September 16, 2024 8:17 AM

To: Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>; Gbhullar Tyson Group <gbhullar@tysongroup.ca>; Bajwa Tyson Group <bajwa@tysongroup.ca>

Subject: Re: Meeting request

Good Morning.

May I please get confirmation from you on best meeting time/ day to proceed.

Thank you all.

Paula

From: "Mantilla, Paula" <paula.mantilla@rbc.com>

Subject: Meeting request

Date: 12 September 2024 14:55

To: "Navjot Tyson Group" <navjot@tysongroup.ca>, "Saini Tyson Group" <saini@tysongroup.ca>, "Gbhullar Tyson Group" <gbhullar@tysongroup.ca>, "Bajwa Tyson Group" <bajwa@tysongroup.ca>

Hello team Tyson.

After our last meeting and based recent discussions with RBC risk and noting the concerns we have had and discussed during the past few months. The management on the Tyson Relationship will be transitioned from myself to one of my Special Loan Managers.

I will be sending a letter to you shortly but I am also looking for a day and time next week to go see you in person and introduce you to Philip.

Please let me know if any of the below work on your end:

Tuesday 11 am or Thursday at 1, 2 or 3 pm.

Please let me know ideally before end of day and thank you.

Best

Paula,

Paula Mantilla | Senior Commercial Account Manager | Hamilton Commercial Financial Services | RBC Royal Bank |
Royal Bank of Canada | 2nd Floor, 21 King St W, Hamilton, ON, L8P 4W7 | C. 289-244-5467 | F. 905-525-8532 |

Commercial Service Team:

For day-to-day transactional banking needs, please contact our Commercial Client Services teams. Our Commercial Service Advisors accept e-mail requests for account inquiries and all account investigations.

Business hours are Monday – Friday's 8:30am to 5:00pm (Eastern Time)
1-844-601-4828 (press 1 to select Hamilton Team); Email: serviceteamham@rbc.com

"Moving forward, our team is switching to sending all emails through Secure Email provided by Cisco. You will receive a separate email reply where you will be instructed to register your email address, which simply entails setting up a password. Moving forward, you will open all of our emails with that password. Once registered, you will simply click the "Read Message" button on the secure email to view the email itself. Thank you for your understanding during this change."

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference. You may [unsubscribe](#) from promotional emails.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future. Vous pouvez vous [désinscrire](#) de la liste d'envoi de courriels promotionnels.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.



Date: February 12, 2021

To: TYSON TRUCKING GROUP LTD.
33 BACHELOR ST
BRAMPTON ONTARIO
L7A5B1

Attention: GURJEET SINGH BHULLAR, NAVJOT SINGH, GURBINDER SAINI, HARPREET BAJWA

Re: Royal Bank of Canada ("the Bank")
Tyson Trucking Group Ltd. ("the Company")

The purpose of this letter is to confirm our recent discussions and your agreement to meet on September 24th, 2024 at 1 pm to discuss the Company's financial situation.

It appears to the Bank that the Company is experiencing financial difficulties. The Bank's impression is based on :

- 1) The recent change in the Company's financial performance and/or condition;
- 2) Account management including excesses.
- 3) Recent overlimit on credit card use.
- 4) Maximized use and non revolvment of Operating line.

To the extent these difficulties exist, the Company's risk profile has deteriorated. In light of this the Bank requires specialized expertise to deal with your account. Accordingly, management of your account has been re-assigned to:

Special Loans and Advisory Services
Attention: Philip O'Gorman
20 King Street West, 2nd Floor
Toronto, Ontario
M5H 1C4

Phone: 416-974-3723
Email: philip.ogorman@rbc.com

I will be in attendance at our meeting to formally introduce you to Mr. O'Gorman from Special Loans at which time he will fully explain his role in managing your credit going forward.

As Mr. O'Gorman now has responsibility for your account, all future enquiries and reporting requirements should be directed to his attention.

Due to the higher risk and additional administration now attached to your account the Bank will be reviewing the rates and fees being charged.

Any costs incurred by the Bank on account of its professional advisors will be for the Company's account and will be charged to the Company's Current Account from time to time as noted in form 472 that forms part of your loan agreements. We will provide you with copies of these invoices upon request.

We remind you that notwithstanding excesses that may have been permitted in the past, your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits may cause an excess.

Please acknowledge this letter as indicated below and return a copy, by email, to Philip O'Gorman at philip.ogorman@rbc.com.

Yours truly,

A handwritten signature in black ink, appearing to read 'Paula Mantilla', is written over a red horizontal line.

Paula Mantilla

Senior Commercial relationship Manager.

cc. Philip O'Gorman

cc: guarantors

This is Exhibit "O" 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)

CAROL LIU

From: O'Gorman, Philip <philip.ogorman@rbc.com>

Sent: Wednesday, September 25, 2024 2:43 PM

To: Bajwa Tyson Group <bajwa@tysongroup.ca>; Gbhullar Tyson Group <gbhullar@tysongroup.ca>; Navjot Tyson Group <navjot@tysongroup.ca>; Saini Tyson Group <saini@tysongroup.ca>

Cc: Mantilla, Paula <paula.mantilla@rbc.com>

Subject: RBC Secure Email: Meeting of September 24 2024

Gurbinder/Gurjeet/ Harpreet/ Naviot,

Thank you again for taking the time to meet with me and my colleague Paula Mantilla on Tuesday September 24, 2024 and for giving us an overview of Tyson Trucking Group Ltd, 150 Oakwood Street holdings Ltd and Tyson Investment Holdings Inc (the "Group").

As mentioned in this meeting; and as outlined in the letter from Paula (email to you on September 19) the Bank has concerns regarding the Group. As such the Group, will now be managed by myself in the RBC Special Loans and Advisory Services group.

From our discussion in this meeting, the Bank understands the following:

- The Tyson group comprises of three companies: Tyson Trucking Group Ltd, 150 Oakwood Street Holdings Inc., and Tyson Investment Holdings Inc. These entities are owned equally and directly by Gurbinder Saini, Gurjeet Bhullar, Harpreet Bajwa and Naviot Singh (herein referred to the "Owners"). The Owners do not have any other company's affiliated too or reliant on the Group.
- The property located at 150 Oakwood Street, Ingersoll, Ontario (the "Property") is 100% owned by 150 Oakwood Street holdings ("150"). In 2022 the Group acquired the shares of 150 for a total purchase price of \$5.6M which included a vender take back facility of \$1.1MM (the "VTB"). The VTB is held with Oakwood Street Investment Holdings Inc (an entity partly owned by the Group's accountant, Mandeep Dhillon).
- A VTB payment of \$450M was funded by the Group in August 2023. The VTB has been renewed and payments are current.
- The company employs 15 full time staff including 12 drivers with an approx. additional 38 divers employed under contract. There are approximately 70 trailer and 30/35 trucks. The company does not hold any freehold vehicles with all assets financed.
- The Group expects to have their year-end statements and annual reporting package as outlined in the commitment letter dated January 14 ,2024 by September 30,2024.
- The Group's operations are based through the main depot in Milton and from the Property. Some adhoc space is rented throughout Ontario to park trucks.
- On September 15, 2024 the Group let a portion of the property to a third party. To facilitate the letting of the Property, the Group has incurred \$150M in development costs. No further costs are required at this juncture.
- Apart from leasing facilities, the Group has no other current accounts or debt facilities held outside of RBC Royal Bank.
- All payments regarding HST, property tax and source are current.

You might please confirm that my understating of the above is correct and advise of any corrections needed.

As discussed, in our meeting, the Bank requires information to help complete a review of the file and assess the Group's position. The Bank requires the following information to be provided by no later than **October 11, 2024**:

- Confirmation together with supporting documents that all priority payables relating to the Group are current as of today (please include screenshots of CRA accounts for the Company), including source deductions (payroll taxes), EHT, WSIB, HST, and corporate income taxes. If priority payables are in arrears, please provide details surrounding the level of arrears, period these payables have been in arrears and whether any arrangements are in place with this creditor (if arrangements are in place, please provide confirmation detailing the terms for same).
- In-house individual year-to-date financial reporting to September 30, 2024, for the Group both on an individual and combined basis (Reporting should include income statement, balance sheet and cash flow.).
- A monthly cash flow projections for Group for the next 12 months (please set out assumptions which should highlight such items as actual secured income vs projected income, and actual costs vs anticipate costs). To ensure that the Bank and the Group are working off the same assumptions; please include in your cash flow additional line items regarding opening banking balance and closing bank balance).
- Details of the development costs incurred on the property to facilitate rental of September 15, 2024.
- Confirmation of how the \$150M development costs on the Property together with the \$450M payment towards the VTBS were funded.
- Copy of the lease/ contractual agreement the Group has agreed on the Property as at September 15, 2024.
- Copies of any lease/ rental agreements the Group has contractual obligation on.
- Aged accounts receivable and payable listing for the Group as of September 30, 2024.
- Details of how the company determines price on their various contracts/ tenders (please include an example on how price was determined on specific job).
- Equipment and financing listing including: year, vehicle make, model, VIN#, purchase price, down payment, unfunded amount, lease/loan, amount financed, payment amount, bullet amount, start date, end date and lender.
- Confirmation of payroll frequency, how this is funded and average amount.
- A copy of the VTBS entered on the acquisition of 150 together with any such amending agreements or other VTBS entered into by the Group to be provided.

As requested in our meeting, a new current account (ref: 01822 1042399) has been established under 150 Oakwood Holdings Ltd and is now available for use.

Please note that overdrafts in excess of agreed limits will not be permitted and any ongoing cash and working capital requirements are to be funded by the shareholders/ Owners.

Please note, that as discussed in our meeting a security review is being completed. All professional fees including accounting and legal costs if incurred by the Bank will be the responsibility of the Company. The Bank's legal invoices will be debited to the companies' account upon receipt by the bank. Copies of invoices will be provided to the companies upon request.

Please note that should there be any deterioration in the Bank's security position or any default of the terms and conditions of existing Credit Agreements, the Bank reserves all its rights to enforce on its security or otherwise amend the terms and conditions of the loan facilities or agreements with the companies.

If you have any questions or concerns relating to any of the above, please let me know and we can arrange a time for a call to discuss.

Thank you and regards.

Philip

Philip O’Gorman ,CPA, CA | Senior Manager | Group Risk Management | Royal Bank of Canada | 20 King Street W, 2nd Flr, Toronto, ON, Canada, M6K 1H3 | T.416-974-3723 |
E-mail: philip.ogorman@rbc.com

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

--

Abdul Khaliq
Director
T: +1 416 887 2691
Email: abdul@ask.associates
ASK Associates
720 Sheppard Ave, Unit 3
Pickering, ON L1V 1G5
<https://www.ask.associates/>

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

This is Exhibit "P" 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)

CAROL LIU



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

November 15, 2024

Our File No. 245121

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)

Tyson Trucking Group Ltd. 33 Bachelor Street Brampton, ON L7A 5B1	Tyson Trucking Group Ltd. 320 Great Plains Road, Unit # 13 Emerald Park, Saskatchewan S4L 0B8
--	--

Attention: Gurjeet Singh Bhullar and Harpreet Bajwa

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

We refer you to a credit facilities agreement between the Bank and the Borrower dated January 18, 2024 (the "**Credit Agreement**"), under which the Bank advanced certain credit facilities to the Borrower, including a revolving demand facility and a Visa facility.

As you are no doubt aware, the indebtedness owing by the Borrower to the Bank in connection with the revolving demand facility and the Visa facility are repayable on demand under the Credit Agreement.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;

2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and
3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Borrower expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than **November 25, 2024** of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Borrower to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Borrower.

We further advise the Borrower that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to the Borrower if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

In addition, we refer you to the RBC Royal Bank Business Credit Card Agreement dated September 1, 2016 between the bank and the Borrower (the "**Visa Agreement**"). In accordance with section 33 of the Visa Agreement, you are hereby notified that the Visa Agreement will be terminated as of November 25, 2024, and as provided for in section 33(c) of the Visa Agreement, all amounts owing thereunder are due and payable on November 25, 2024.

We further advise you that your Visa card privileges in respect of your account numbers ending in "307" and "135" will be cancelled effective November 25, 2024. You will not be entitled thereafter to charge these cards with any debt or obligation. Please cut all cards relating to these accounts in half and return them to the Bank immediately.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

Encl.

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)

TO: TYSON TRUCKING GROUP LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

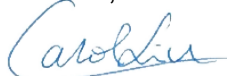
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of:
 - a) General Security Agreement dated June 4, 2021 executed by Tyson Trucking Group Ltd. under its previous corporate name, Bhullar Jatt Transport Ltd.
3. The total amount of indebtedness secured by the security as at November 14, 2024 is \$1,406,868.33 plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 15th day of November, 2024.

ROYAL BANK OF CANADA
by its solicitors, FOGLER, RUBINOFF LLP

Per:



Carol Liu



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

November 15, 2024

Our File No. 245121

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

150 Oakwood Street Holdings Inc. 2592 Burslem Rd. Mississauga, ON L5A 2R6	150 Oakwood Street Holdings Inc. 33 Bachelor Street Brampton, ON L7A 5B1
--	---

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, 150 Oakwood Street Holdings Inc. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2023, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per

annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;

2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and
3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

Encl.

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

TO: 150 OAKWOOD STREET HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property legally described in PIN 00148-0095 (LT) and municipally known as 150 Oakwood Street, Ingersoll, Ontario (the "**Oakwood Property**").
2. The security that is to be enforced is in the form of:
 - a) General Security Agreement dated July 6, 2022 executed by 150 Oakwood Street Holdings Inc.;
 - b) Charge/Mortgage of Land in the amount of \$5,700,000.00 registered against the Oakwood Property on July 12, 2022 as Instrument No. CO266537, PIN 00148-0095 (LT);
 - c) Assignment of Rents executed by 150 Oakwood Street Holdings Inc. dated July 8, 2022, registered against the Oakwood Property July 12, 2022 as Instrument No. CO266538, PIN 00148-0095 (LT).
3. The total amount of indebtedness secured by the security as at November 14, 2024 is \$1,406,868.33 plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 15th day of November, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Carol Liu



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

November 15, 2024

Our File No. 245121

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

Tyson Investment Holdings Inc.
33 Bachelor Street
Brampton, ON L7A 5B1

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, Tyson Investment Holdings Inc. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;

2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and
3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

Encl.

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

TO: TYSON INVESTMENT HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated January 18, 2024 executed by Tyson Investment Holdings Inc.
1. The total amount of indebtedness secured by the security as at November 14, 2024 is \$1,406,868.33 plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
3. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 15th day of November, 2024.

ROYAL BANK OF CANADA
by its solicitors, FOGLER, RUBINOFF LLP

Per: _____


Carol Liu



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

Our File No. 245121

November 15, 2024

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL (SAINI@TYSONGROUP.CA)

Gurbinder Saini

3728 Gee Crescent
Regina, SK S4V 3P1

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;
2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and

3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

Our File No. 245121

November 15, 2024

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
(GBHULLAR@TYSONGROUP.CA)

Gurjeet Bhullar
33 Bachelor Street
Brampton, ON L7A 5B1

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;
2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and

3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

Our File No. 245121

November 15, 2024

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
(BAJWA@TYSONGROUP.CA)

Harpreet Singh Bajwa
118 Oak Ave.
Paris, ON N3L 0J6

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;
2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and

3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management



Fogler, Rubinoff LLP

Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Carol Liu
Direct Dial: 416.849.4150
E-mail: cliu@foglers.com

Our File No. 245121

November 15, 2024

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL, COURIER AND EMAIL
[\(NAVJOT@TYSONGROUP.CA\)](mailto:NAVJOT@TYSONGROUP.CA)

Navjot Singh
179 Langlaw Drive
Cambridge, ON N1P 1E8

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of the revolving demand facility in the amount of \$1,184,631.29, comprising principal in the amount of \$1,180,000.00 and accrued interest to and including November 14, 2024 in the amount of \$4,631.29. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$273.18;
2. in respect of the Canadian Dollar Visa account number ending in 307 in the amount of \$94,061.08. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and

3. in respect of the US Dollar Visa account number ending in 135 in the amount of CAD \$128,175.96, following currency conversion to Canadian Dollar. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **November 25, 2024** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to November 25, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Carol Liu
CL/hm

Encl.

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

This is Exhibit "Q" 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)

CAROL LIU

Oladosu, Emily

From: Dawood's Law Office <info@dawoodlawoffice.com>
Sent: 09 December 2024 15:27
To: Liu, Carol
Cc: Moses, Rachel; O'Gorman, Philip
Subject: Re: Royal Bank of Canada and Tyson Trucking Group Ltd. et al - Forbearance Agreement and Schedules

Hello,

The client has advised us to request an extension of the forbearance period until April 30, 2025, to provide them with sufficient time to transition to another financial institution. Please advise further. The required documents will be provided by December 13, 2024.

On Wed, Dec 4, 2024 at 5:36 PM Liu, Carol <cliu@foglers.com> wrote:

Good afternoon,

Please find attached Forbearance Agreement and Schedules for your review and your clients' execution. Specifically, Schedules C, D E and F should be executed and returned concurrently as the forbearance agreement. Please note the deadline for returning the executed forbearance agreement and schedules is **5:00pm, December 11, 2024.**

In addition to the execution deadline, please note the following action items and corresponding deadlines:

1. 6.01(o) Evidence of current property insurance: **December 16, 2024**
2. 5.07 Outstanding Information: **due December 18, 2024**
3. 6.01 (l) Evidence of HST and source being current: **due February 7, 2025**
4. End of forbearance period: **February 14, 2025**



Carol Liu
Fogler, Rubinoff LLP
Lawyers
Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2
Direct: 416.849.4150
Main: 416.864.9700
Fax: 416.941.8852

MOVE ALERT: Effective December 2, 2024, our office has moved to:

Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2

All phone and email contact information remain the same. Please update your records.

This message was sent by Fogler, Rubinoff LLP, 40 King Street West, Suite 2400, Toronto, ON, M5H 3Y2, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

This communication may be solicitor/client privileged and contains confidential information intended only for the persons to whom it is addressed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message from your mail box and trash without reading or copying it.



Before printing, please consider the environment.

--

Thank you.

Warmest Regards,

Muhammad Sahi

Dawood's Law Office

Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor
Mississauga, ON L5N 5R1
Phone: 647-962-9112
Fax: 416-907-9115
Email: info@dawoodlawoffice.com

This email message and any files may contain confidential, proprietary or legally privileged information, and should not be used by any one who is not the original intended recipient. If you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. All communications from persons who are not yet our clients are not covered by Lawyer-Client confidentiality. Information

provided in this email is NOT a legal advice or opinion, unless expressly stated so. © Dawood's Law Office

Oladosu, Emily

From: Dawood's Law Office <info@dawoodlawoffice.com>
Sent: 11 December 2024 15:39
To: Liu, Carol
Cc: Moses, Rachel; O'Gorman, Philip
Subject: Re: FW: FW: Draft email for your review FW: Royal Bank of Canada and Tyson Trucking Group Ltd. et al - Forbearance Agreement and Schedules
Attachments: 2147_001.pdf

Please see attached a complete executed copy of the agreement.

On Wed, Dec 11, 2024 at 10:47 AM Liu, Carol <cliu@foglers.com> wrote:

Hello, I note the following deficiencies in the attached:

- Schedule C Consultant Engagement Letter
 - Tyson Express Inc. did not sign
- Schedule D General Security Agreement:
 - Date not inserted
 - Schedule "B" not completed re locations of operations, records and collateral
- Schedule E Consent to Judgment
 - Date not inserted
 - 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. did not sign
- Schedule F Consent to Receiver
 - Date not inserted
 - 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. did not sign

The above noted deficiencies must be cured by **5 p.m. today, December 11**



Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

From: Dawood's Law Office <info@dawoodlawoffice.com>
Sent: Wednesday, December 11, 2024 10:36 AM
To: Liu, Carol <cliu@foglers.com>
Cc: Moses, Rachel <rmoses@foglers.com>; O'Gorman, Philip <philip.ogorman@rbc.com>
Subject: Re: FW: Draft email for your review FW: Royal Bank of Canada and Tyson Trucking Group Ltd. et al - Forbearance Agreement and Schedules

Please see attached an executed copy of the same

On Wed, Dec 11, 2024 at 9:28 AM Liu, Carol <cliu@foglers.com> wrote:

We confirm the following:

- Your email sent on December 10, 2024 **did not** enclose any signed forbearance agreement or schedules. Please resend signed forbearance agreement and schedules to me by **5 p.m. today, December 11**, as set out in my December 4 email.
- The Bank is not prepared to revise the forbearance agreement to extend the repayment date to March 31, 2025 given the financial reporting and information delivered to date.
- On a without prejudice basis, the Bank may consider a further extension depending on the report of the Consultant which will be reviewed by the Bank.

Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

From: Dawood's Law Office <info@dawoodlawoffice.com>
Sent: Tuesday, December 10, 2024 3:10 PM
To: Liu, Carol <cliu@foglers.com>
Cc: Moses, Rachel <rmoses@foglers.com>; O'Gorman, Philip <philip.ogorman@rbc.com>
Subject: Re: Royal Bank of Canada and Tyson Trucking Group Ltd. et al - Forbearance Agreement and Schedules

Good afternoon

Thanks for your email. Please see enclosed signed forbearance agreement.

Please note that we would still like to request the extension at least until March 31, 2025 as you can understand that December is pretty much a write off as many people are on holidays.

The client is working with the financial institution to move over their facilities and expect to be completed before March 31, 2025.

We will follow the other timelines mentioned in the email below.

On Mon, Dec 9, 2024 at 4:39 PM Liu, Carol <cliu@foglers.com> wrote:

Good afternoon counsel,

Your client's requests are declined. The dates as set out in my December 4 email will stand, i.e. (1) the forbearance agreement including all schedules is open for acceptance until December 11, not December 13, and (2) the forbearance period will end February 14, not April 30.

All of RBC's demands have expired and the indebtedness remains outstanding. RBC is in a position to enforce its security.

In the interim, RBC continues to reserve all of its rights and remedies against your clients.

Carol Liu (She/Her)

Associate

Fogler, Rubino LLP

Direct: 416.849.4150

Email: cliu@foglers.com
foglers.com

From: Dawood's Law Office <info@dawoodlawoffice.com>

Sent: Monday, December 9, 2024 3:27 PM

To: Liu, Carol <cliu@foglers.com>

Cc: Moses, Rachel <rmoses@foglers.com>; O'Gorman, Philip <philip.ogorman@rbc.com>

Subject: Re: Royal Bank of Canada and Tyson Trucking Group Ltd. et al - Forbearance Agreement and Schedules

Hello,

The client has advised us to request an extension of the forbearance period until April 30, 2025, to provide them with sufficient time to transition to another financial institution. Please advise further.

The required documents will be provided by December 13, 2024.

On Wed, Dec 4, 2024 at 5:36 PM Liu, Carol <cliu@foglers.com> wrote:

Good afternoon,

Please find attached Forbearance Agreement and Schedules for your review and your clients' execution. Specifically, Schedules C, D E and F should be executed and returned concurrently as the forbearance agreement. Please note the deadline for returning the executed forbearance agreement and schedules is **5:00pm, December 11, 2024.**

In addition to the execution deadline, please note the following action items and corresponding deadlines:

1. 6.01(o) Evidence of current property insurance: **December 16, 2024**
2. 5.07 Outstanding Information: **due December 18, 2024**
3. 6.01 (l) Evidence of HST and source being current: **due February 7, 2025**
4. End of forbearance period: **February 14, 2025**

Carol Liu
Fogler, Rubinoff LLP
Lawyers
Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2
Direct: 416.849.4150
Main: 416.864.9700

MOVE ALERT: Effective December 2, 2024, our office has moved to:

Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2

All phone and email contact information remain the same. Please update your records.

This message was sent by Fogler, Rubinoff LLP, 40 King Street West, Suite 2400, Toronto, ON, M5H 3Y2, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

This communication may be solicitor/client privileged and contains confidential information intended only for the persons to whom it is addressed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message from your mail box and trash without reading or copying it.



Before printing, please consider the environment.

--

Thank you.

Warmest Regards,

Muhammad Saki

Dawood's Law Office

Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor

Mississauga, ON L5N 5R1

Phone: 647-962-9112

Fax: 416-907-9115

Email: info@dawoodlawoffice.com

This email message and any files may contain confidential, proprietary or legally privileged information, and should not be used by any one who is not the original intended recipient. If you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. All communications from persons who are not yet our clients are not covered by Lawyer-Client confidentiality. Information provided in this email is NOT a legal advice or opinion, unless expressly stated so. © Dawood's Law Office

This message was sent by Fogler, Rubinoff LLP, 40 King Street West, Suite 2400, Toronto, ON, M5H 3Y2, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

This communication may be solicitor/client privileged and contains confidential information intended only for the persons to whom it is addressed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message from your mail box and trash without reading or copying it.



Before printing, please consider the environment.

--

Thank you.

Warmest Regards,

Muhammad Sahi

Dawood's Law Office

Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor

Mississauga, ON L5N 5R1

Phone: 647-962-9112

Fax: 416-907-9115

Email: info@dawoodlawoffice.com

This email message and any files may contain confidential, proprietary or legally privileged information, and should not be used by any one who is not the original intended recipient. If you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. All communications from persons who are not yet our clients are not covered by Lawyer-Client confidentiality. Information provided in this email is NOT a legal advice or opinion, unless expressly stated so. © **Dawood's Law Office**

This message was sent by Fogler, Rubloff LLP, 40 King Street West, Suite 2400, Toronto, ON, M5H 3Y2, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

This communication may be solicitor/client privileged and contains confidential information intended only for the persons to whom it is addressed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message from your mail box and trash without reading or copying it.



Before printing, please consider the environment.

--

Thank you.

Warmest Regards,

Muhammad Sahi

Dawood's Law Office

Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor

Mississauga, ON L5N 5R1

Phone: 647-962-9112

Fax: 416-907-9115

Email: info@dawoodlawoffice.com

This email message and any files may contain confidential, proprietary or legally privileged information, and should not be used by any one who is not the original intended recipient. If you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. All communications from persons who are not yet our clients are not covered by Lawyer-Client confidentiality. Information provided in this email is NOT a legal advice or opinion, unless expressly stated so. © **Dawood's Law Office**

This message was sent by Fogler, Rubinoff LLP, 40 King Street West, Suite 2400, Toronto, ON, M5H 3Y2, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

This communication may be solicitor/client privileged and contains confidential information intended only for the persons to whom it is addressed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message from your mail box and trash without reading or copying it.



Before printing, please consider the environment.

--

Thank you.

Warmest Regards,

Muhammad Sahi

Dawood's Law Office

Muhammad Dawood Khan Sahi
Barrister, Solicitor & Notary
116-2550 ARGENTIA RD. Ground Floor
Mississauga, ON L5N 5R1

Phone: 647-962-9112

Fax: 416-907-9115

Email: info@dawoodlawoffice.com

This email message and any files may contain confidential, proprietary or legally privileged information, and should not be used by any one who is not the original intended recipient. If you are not an intended recipient, you must not copy, distribute or take any action in reliance on it. All communications from persons who are not yet our clients are not covered by Lawyer-Client confidentiality. Information provided in this email is NOT a legal advice or opinion, unless expressly stated so. © **Dawood's Law Office**

This is Exhibit "R" 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)

CAROL LIU

Philip O'Gorman
Senior Manager

Royal Bank of Canada
Special Loans and Advisory
Services
20 King Street West, 2nd Floor
Toronto, ON M5H 1C4
Tel: 416-974-3723
Email: philip.ogorman@rbc.com

March 24, 2025

PERSONAL & CONFIDENTIAL
VIA EMAIL TO MARK E. SIMON, MCDONALD SIMON LLP, COUNSEL TO THE
BORROWERS AND THE GUARANTORS (mark@mcdonaldsimon.com)

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
Navjot Singh	

**Re: Royal Bank of Canada (the "Bank") Credit Facilities to Tyson Trucking Group
Ltd. formerly named Bhullar Jatt Transport Ltd. and 150 Oakwood Street
Holdings Inc.**

We confirm that:

1. The Bank, the Borrowers and Guarantors entered into a forbearance agreement made as of December 4, 2024 ("**Forbearance Agreement**"), a copy of which is attached as Schedule "A".
2. The Borrowers and Guarantors (collectively "**Credit Parties**") have advised the Bank that they require additional time to repay in full the Indebtedness.
3. 150 Oakwood Street Holdings Inc as Seller entered into an Agreement of Purchase and Sale dated March 4, 2025 (the "**APS**"), with Evan Solutions Inc. as the Buyer of 150 Oakwood Street, Ingersoll, Ontario (the "**Real Property**") with a closing of May 15, 2025 (the "**Transaction**").

Schedule "A" of the APS sets out a 30-day conditional period allowing the Buyer / Buyer's lawyer / Buyer's mortgagee to satisfy itself, in its sole, absolute and

unfettered discretion, as to the following (collectively, the "**Buyer's Conditions**"):

- a) environmental conditions;
 - b) zoning and permitted use conditions;
 - c) financing condition; and
 - d) deposit condition of \$75,000.00 upon waiver of the financing condition.
4. The Bank has agreed to provide such additional time on the terms and conditions set out herein, to allow the Transaction to close or alternatively to allow the Borrowers to close a refinancing transaction to repay the Indebtedness on or before May 16, 2025 ("**Forbearance Extension Agreement**").

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All capitalized words and phrases not specifically defined herein shall have the meanings as set out in the Forbearance Agreement.
2. Section 5.02 (a) of the Forbearance Agreement is amended by deleting "February 14, 2025" and substituting in its place "May 16, 2025".
3. An extension forbearance fee of \$10,000.00 is payable (the "**Extension Fee**"). The Credit Parties authorize the Bank to debit any Account for payment of Extension Fee in full, immediately upon the execution of the Forbearance Extension Agreement by the Credit Parties.
4. The Credit Parties acknowledge and confirm that the Indebtedness owing in respect of the Lease Facility as described in section 2.01(b) of the Forbearance Agreement is due and payable by May 16, 2025, along with the rest of the Indebtedness.
5. During the Forbearance Period, the Credit Parties agree to continue to honour the reporting requirements as previously agreed with the Bank in the Credit Agreements, the Forbearance Agreement and as amended herein, and shall continue to do so until such time as the obligation of the Credit Parties to the Bank have been repaid indefeasibly in full.

Each of the Credit Parties expressly acknowledges and agrees to the continuous monitoring of the affairs of the Borrowers by the Consultant, the cost of which continuous monitoring shall be borne exclusively by the Borrowers.

The Credit Parties further agree to provide to the Bank and the Consultant by no later than **March 31, 2025**, the information requested by the Consultant in its email sent on February 13, 2025 a copy of which is attached as Schedule "B" to this Forbearance Extension Agreement.

6. Section 6.01 (l) of the Forbearance Agreement is amended by deleting "February 7, 2025" and substituting in its place "May 10, 2025".
7. The Credit Parties hereby acknowledge and confirm that they will advise the Bank and the Consultant of the waiver and/or satisfaction of the Buyer's Conditions within two Business Days of such waiver, satisfaction or receipt, and in any event by no later than **April 17, 2025**.
8. The Credit Parties hereby acknowledge and agree to and with the Bank that on or before 12:00 p.m. on **March 28, 2025**, the Bank shall have received a copy of the Forbearance Extension Agreement executed by the Credit Parties.
9. In all other respects, the Forbearance Agreement shall remain in full force and effect, and unamended except as amended herein.

Yours truly,

Per: *Philip O'Gorman*


Name: Philip O'Gorman

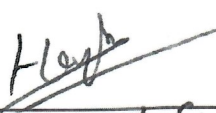
Senior Manager, Special Loans and Advisory Services

(Acknowledgment signatures follow on pages 4 and 5)


The Credit Parties hereby acknowledge and confirm their agreement with each of the terms, conditions, representations, covenants and provisions referred to above and agree to comply with and be bound thereby.

**TYSON TRUCKING GROUP LTD. 150 OAKWOOD STREET HOLDINGS
formerly named BHULLAR JATT INC.
TRANSPORT LTD.**

Per: 
Name: NAVJOT SINGH
Title: OWNER
I have authority to bind the Corporation.
April
DATED this 4 day of ~~March~~, 2025

Per: 
Name: Harpreet Singh
Title: owner
I have authority to bind the Corporation.
April
DATED this 04 day of ~~March~~, 2025


TYSON INVESTMENT HOLDINGS INC.

Per: 
Name: GURJEET BHULLAR
Title: OWNER
I have authority to bind the Corporation.
April
DATED this 4th day of ~~March~~, 2025


PER

NAME
TITLE


WITNESS


GURJEET SINGH BHULLAR
April
DATED this 04 day of ~~March~~, 2025


WITNESS


HARPREET BAJWA
April
DATED this 04 day of ~~March~~, 2025



WITNESS



GURBINDER SAINI

April

DATED this 4th day of ~~March~~, 2025



WITNESS



NAVJOT SINGH

April

DATED this 4 day of ~~March~~, 2025

SCHEDULE "A"

FORBEARANCE AGREEMENT

THIS AGREEMENT made as of the 4th day of December, 2024.

A M O N G:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Bank**")

- and -

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

(hereinafter referred to as "**Tyson**")

- and -

150 OAKWOOD STREET HOLDINGS INC.

(hereinafter referred to as "**150**", together with Tyson, the "**Borrowers**")

- and —

TYSON INVESTMENT HOLDINGS INC.

(hereinafter referred to as the "**Holdings Guarantor**")

- and -

GURJEET SINGH BHULLAR

(hereinafter referred to as "**Gurjeet**")

- and -

HARPREET BAJWA

(hereinafter referred to as "**Harpreet**")

- and -

GURBINDER SAINI

(hereinafter referred to as "**Gurbinder**")

- and -

NAVJOT SINGH

(hereinafter referred to as "**Navjot**", together with Gurjeet, Harpreet and Gurbinder, the "**Personal Guarantors**")

WHEREAS:

1. the Bank has made available certain Credit Facilities to the Borrowers on the terms and conditions established under the Credit Agreements;
2. the Indebtedness of the Borrowers is cross-guaranteed, meaning that each of Tyson and 150 is indebted to the Bank in its capacity as a primary borrower and as a guarantor;
3. the Guarantors executed and delivered the Guarantees to the Bank for the purpose of guaranteeing the payment and performance of certain of the debts, liabilities and obligations of the Borrowers to the Bank;
4. from December, 2023 to July, 2024, the Borrowers made several late payments under the Auto Loan and the Term Facility;
5. on September 15, 2024, 150 leased part of the Real Property to a third party, which lease resulted in 150 incurring \$150,000.00 of development costs;
6. on or about September 19, 2024, the accounts of the Borrowers were transferred to the Bank's Special Loans and Advisory Services group due to the Bank's concerns with the financial performance of the Borrowers;
7. on September 24, 2024, the Borrowers and Guarantors met with the Bank to discuss the Bank's concerns. During the meeting the Bank requested various financial reporting information, including but not limited to loan details regarding the vendor takeback mortgage loan facility related to the Real Property funded in August 2023 ("**VTB**"), as summarized in the Bank's email to the Personal Guarantors sent on September 25, 2024;
8. on November 15, 2024, the Bank issued payment demands on Tyson as the primary borrower and on the Guarantors, as applicable, in connection with the indebtedness owing by Tyson under the Operating Facility and the Visa Facility, with Notices of Intention to Enforce Security pursuant to Section 244(1) of the BIA, as applicable (collectively the "**Demands**" and the "**BIA Notices**");
9. the Borrowers and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to obtain refinancing and to repay the Indebtedness owing to the Bank; and
10. as an inducement to the Bank agreeing to so forbear, the Borrowers and Guarantors have agreed to enter into this Agreement and to comply with the terms and provisions contained herein;

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

ARTICLE 1 **INTERPRETATION**

1.01 Definitions: Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. The following terms shall have the following meanings:

- (a) **"150 Credit Agreement"** means the credit facilities letter agreement dated January 18, 2024 and accepted by the Borrowers and Guarantors on January 18, 2024, as amended, revised, restated, replaced and supplemented from time to time;
- (b) **"Account"** means the bank account(s) of the Borrowers maintained at the Bank;
- (c) **"Assets"** means all of the Real Property and personal property, tangible or intangible and undertakings of the Borrowers in respect of which the Bank holds Security;
- (d) **"Auto Loan Agreements"** means, collectively, three conditional sales contracts between the Bank and Tyson, dated July 29, 2022, January 16, 2023, and February 21, 2023;
- (e) **"Auto Loan"** means the auto finance term facility established for Tyson under the Auto Loan Agreements and set forth in subsection 2.01(c);
- (f) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada);
- (g) **"Business Day"** means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (h) **"Business Premises"** means 33 Bachelor Street, Brampton, Ontario and Unit # 13, 320 Great Plains Road, Emerald Park, Saskatchewan;
- (i) **"Consultant"** means msi Spergel inc.;
- (j) **"Corporate Guarantors"** means Tyson, 150 and Holdings Guarantor in their capacities as Guarantors;

- (k) **"Credit Facilities"** means the credit facilities established by the Bank in favour of the Borrowers pursuant to the Credit Agreements;
- (l) **"Credit Agreements"** means, collectively, the 150 Credit Agreement, the Tyson Credit Agreement, the Master Lease Agreement, the Auto Loan Agreements, the Visa Agreement and the RCAP Lease;
- (m) **"Environmental Laws"** means any applicable law respecting the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances that applies to the Real Property and/or the operation of the Borrowers' business thereon;
- (n) **"Environmental Permits"** means all permits, certificates, approvals, consents, registrations and licenses issued or required by any Environmental Laws or any court or governmental authority relating to or required for the ownership of the Real Property and the operation of the Borrowers' business thereon;
- (o) **"Event of Default"** means the occurrence of any one or more of the events set forth in Article 10 of this Agreement;
- (p) **"Guarantees"** means the guarantees and postponements of claim executed and delivered to and in favour of the Bank by the Guarantors, as further described in **Schedule "A"** attached hereto;
- (q) **"Guarantors"** means collectively the Corporate Guarantors and the Personal Guarantors and individually sometimes referred to herein as a **"Guarantor"**;
- (r) **"Hazardous Substances"** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination thereof that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual;
- (s) **"Indebtedness"** means the amounts set forth in sections 2.01, 2.02 and 2.03;
- (t) **"Lease Facility"** means the equipment lease facility established for Tyson set forth in subsection 2.01(b);
- (u) **"Master Lease Agreement"** means the Master Lease Agreement between RBC and Tyson dated August 3, 2022, together with the Leasing Schedule Lessee# 571445618 Lease# 201000069134;
- (v) **"Operating Facility"** means the Operating Facility established for Tyson under the Tyson Credit Agreement and set forth in subsection 2.01(a);

- (w) **"Parties"** means any one or more of the parties referred to in this Agreement, as the context may require;
- (x) **"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 the Credit Agreement;
- (y) **"Prime Rate"** 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 Canadian Dollar commercial loans in Canada;
- (z) **"Priority Payables"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (aa) **"Priority Payable Authorizations"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (bb) **"RCAP Lease"** means Lease Contract #581081 – 79789 between RCAP Leasing Inc. and Tyson, accepted by Tyson on September 12, 2023;
- (cc) **"RCAP Loan"** means the motor vehicle loan established for Tyson under the RCAP Lease and set forth in subsection 2.1(f);
- (dd) **"Real Property"** means the property which is owned by 150 and known municipally as 150 Oakwood Street, Ingersoll, Ontario;
- (ee) **"Repayment Plan"** means the Repayment Plan set forth in Article 5 of this Agreement;
- (ff) **"Security"** means collectively all of the security delivered by the Borrowers, or any other person, to the Bank as security for the Indebtedness and obligations of the Borrowers to the Bank pursuant to the Credit Agreements, or otherwise, or that may be delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrowers to the Bank including, without limitation, the Security listed in **Schedules "A" and "B"** attached hereto;
- (gg) **"Term Facility"** means the non-revolving term loan established for 150 under the 150 Credit Agreement and set forth in subsection 2.02(a);
- (hh) **"Tyson Credit Agreement"** means the credit facilities letter agreement dated January 18, 2024 and accepted by the Borrowers and Guarantors on January 18, 2024, as amended, revised, restated, replaced and supplemented from time to time;

- (ii) **"Visa Agreement"** means the RBC Royal Bank Business Credit Card Agreement between the Bank and Tyson dated September 1, 2016;
- (jj) **"Visa Facility"** means the visa facility to a maximum amount of \$233,000.00 available in both Canadian and US dollars, established for Tyson under the Tyson Credit Agreement and set forth in subsections 2.01(d) and (e).

ARTICLE 2

CREDIT FACILITIES

2.01 Acknowledgement of Tyson Indebtedness (Primary Indebtedness): The Borrowers and the Guarantors acknowledge that Tyson is indebted to the Bank as primary debtor as at November 28, 2024:

- (a) in respect of the Operating Facility, in the amount of \$1,145,530.15, comprising principal in the amount of \$1,145,000.00 and accrued interest to and including November 28, 2024 in the amount of \$530.15. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$265.08;
- (b) in respect of the Lease Facility, in the amount of \$812,123.72, comprising rental balance in the amount of \$806,302.16 and Harmonized Sales Tax in the amount of \$5,821.56;
- (c) in respect of the Auto Loan, in the amount of \$118,547.89, comprising principal in the amount of \$118,281.03 and accrued interest to and including November 28, 2024 in the amount of \$266.86. The per diem amount on the aforesaid principal amount is \$17.79;
- (d) in respect of the Canadian Dollar Visa account number ending in 307 of the Visa Facility, in the amount of \$99,969.22. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank;
- (e) in respect of the US Dollar Visa account number ending in 135 of the Visa Facility, in the amount of USD \$101,731.36, which equals CAD \$141,406.59 after currency conversion. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and
- (f) in respect of the RCAP Loan, in the amount of \$266,219.65 comprising principal in the amount of \$224,006.58 Harmonized Sales Tax in the amount of \$29,120.86 and outstanding receivables in the amount of \$13,092.21.

2.02 Acknowledgement of 150 Indebtedness (Primary Indebtedness): The Borrowers and the Guarantors acknowledge that, as at November 28, 2024, 150 is indebted to the Bank as primary debtor:

- (a) in respect of the Term Facility in the amount of \$3,374,545.49, comprising principal in the amount of \$3,360,142.90 and accrued interest to and including November 28, 2024 in the amount of \$14,402.59. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$685.84.

2.03 Interest, Etc.: The Borrowers and the Guarantors acknowledge that interest on the amounts due and payable from time to time on the amounts set forth in sections 2.01 and 2.02, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, further advances, if any, made by the Bank under the Credit Agreements or hereunder, the collection of the Indebtedness, any appraisals, environmental reports and investigation of the Assets and/or the Real Property, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees incurred by the Bank, including the Consultant, in connection with all of the same shall be added to and are deemed to form part of the Indebtedness.

ARTICLE 3 **ACKNOWLEDGEMENTS**

3.01 Acknowledgements by the Borrowers: The Borrowers hereby confirm and acknowledge to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank, as the Demands and BIA Notices in connection with the Operating Facility and the Visa Facility have expired and all amounts remain outstanding, and the Borrowers have no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to issue the Demands for repayment of the Operating Facility and the Visa Facility and the right, as at the date hereof, to enforce the Security as the 10 day period set out in the BIA Notices has expired;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof will be in full force and effect, constitute legal, valid and binding obligations

of each of the Borrowers, or the person granting such Security, enforceable against each of the Borrowers, and the person granting such Security, and each of the Borrowers hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security, or the legality, validity or binding effect of the obligations of each of the Borrowers thereunder and the enforceability of same;

- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower a written waiver of any such rights; and
- (f) each of the Borrowers has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has either done so or has decided to execute and deliver the same to the Bank without obtaining such legal advice.

3.02 Acknowledgements by the Guarantors: The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to issue the Demands for repayment of the Operating Facility and the Visa Facility and the right, as at the date hereof, to enforce the Security, as the 10 day period set out in the BIA Notices has expired;
- (c) the Indebtedness is due and owing to the Bank as the Demands and BIA Notices in connection with the Operating Facility and the Visa Facility have expired and all amounts remain outstanding, and the Borrowers have no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrowers, or the person granting such Security, and the Security and any other security delivered by the Borrowers, or any other person, will be enforceable against the Borrowers, and the person

granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and they are each hereby estopped from asserting or causing to be asserted on their behalf, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrowers and other persons thereunder and the enforceability of same;

- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantees delivered by the Guarantors;
- (f) the Guarantees delivered by the Guarantors are in full force and effect, constitutes legal, valid and binding obligations of the Guarantors, are enforceable against each Guarantors and each Guarantor hereby waives and agrees not to assert or cause to be asserted on its own behalf, and is hereby estopped from asserting or causing to be asserted on its own behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of each Guarantor thereunder and the enforceability of same;
- (g) each Guarantor consents to the Borrowers entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Credit Agreements, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrowers and the Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower or applicable Guarantor a written waiver of any such rights following the date hereof; and
- (j) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have either done so or have decided to execute and deliver the same to the Bank without obtaining such legal advice.

3.03 Tolling Provisions:

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b), the Bank, the Borrowers and the Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, the Credit Agreements, and any entitlements arising from the Indebtedness or the Security and/or the Credit Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act*, 2002 (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act*, 2002 (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act*, 2002 (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act*, 2002 (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and
- (b) The tolling provisions set out in subsection (a) will terminate upon any party providing the others with 15 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 15 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

ARTICLE 4

WAIVER AND RELEASE

- 4.01 Waiver and Release:** The Borrowers and Guarantors hereby acknowledge and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights, or claims on any grounds whatsoever with respect to the Bank's administration of the Credit Agreements, the Credit Facilities, its conduct and actions and dealings with the Borrowers and/or Guarantors in connection with the Credit Facilities (the "**Released Conduct**"), and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits,

covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrowers or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank as a result of the Released Conduct. Further, in executing and delivering this Agreement, the Borrowers and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

ARTICLE 5 **FORBEARANCE**

5.01 Implementation: The Borrowers and the Guarantors hereby covenant and agree to and with the Bank that they shall, and each shall ensure each other, honour and fulfil the terms and provisions of the Repayment Plan set forth in this Article 5.

5.02 Forbearance Period: Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrowers and Guarantors in respect of the Indebtedness for the period of time ("**Forbearance Period**") commencing with the execution and delivery of this Agreement until the earlier of:

- (a) February 14, 2025; or
- (b) the date that the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrowers; or
- (c) the occurrence of an Event of Default following the date hereof.

The Borrowers and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period and that the Indebtedness shall be repaid on or prior to the expiration of the Forbearance Period.

5.03 Forbearance Fee: A forbearance fee in the sum of \$15,000.00 (the "**Forbearance Fee**") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such

Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and to be secured by the Security. The Borrowers and the Guarantors authorize the Bank to debit any Account in payment of the Forbearance Fee immediately upon the execution of this Agreement by the Borrowers and the Guarantors.

5.04 Servicing and Reduction of the Indebtedness: Notwithstanding any other provisions of this Agreement, the Borrowers shall honour all payment obligations in accordance with the provisions of the Credit Agreements cause the Indebtedness to be permanently reduced as follows:

- (a) all monthly payments shall be made by the Borrowers as they become due and owing under the Credit Agreements; and
- (b) the proceeds from all sales, transfers or other disposition of the Assets and/or Real Property, or any portion thereof that are made outside of the ordinary course of the Borrowers' business shall be deposited into the Account and applied by the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under this section against the Indebtedness in such manner as it determines in its sole and absolute discretion.

5.05 Consultant Engagement Letter: Contemporaneously with the execution and delivery of this Agreement, the Borrowers shall execute and deliver to the Bank an engagement letter appointing the Consultant in such capacity, in the form attached hereto as **Schedule "C"** ("**Consultant Engagement Letter**").

5.06 Execution of New Tyson GSA: Contemporaneously with the execution and delivery of this Agreement, Tyson shall execute and deliver to the Bank on the Bank's standard form 924, a general security agreement, in the form attached hereto as **Schedule "D"** ("**New Tyson GSA**").

5.07 Outstanding Information Request and VTB: Further and in addition to the Borrowers and Guarantors' obligation to provide any and all financial and other reports relating to the Borrowers and all other documentation set out below in section 9.01, the Borrowers and Corporate Guarantors shall deliver to the Bank and the Consultant all information listed below, within ten Business Days of the date of this Agreement:

- (a) Confirmation together with supporting documents that all Priority Payables are current, or else provide a detailed accounting of all arrears owing with back-up documentation, including but not limited to MyCRA screenshots of the RT and RP accounts of the Debtors and Corporate Guarantors;

- (b) Annual chartered accountant confirmation of unfunded capital expenditure amount as at June 30, 2024;
- (c) Details of the development costs in the amount of \$150,000.00, incurred by 150 to facilitate 150's lease of the Real Property to a lessee beginning September 15, 2024;
- (d) Copies of the VTB transaction documents effective in or around August 2023, together with any such amending agreements or other vendor take-back loan transactions to which any of the Borrowers and Corporate Guarantors is party;
- (e) Details regarding the relationships between the Borrowers and the Guarantors and each of 12301521 Canada Inc, GOT2B Trucking Ltd, HSP. Transport Ltd, Golden Gosse Investment Holdings Inc. and 13164454 Canada Inc.;
- (f) Details relating to the \$450,000.00 payment made on August 30, 2023 towards the VTB holder and why it is classified as a "shareholder investment"; and
- (g) An accounting of the flow of funds for the \$50,000.00 difference between the reduction of the VTB liability (being \$400,000.00) by fiscal year ended June 30, 2024 and the payment made on the VTB liability (being \$450,000.00).

ARTICLE 6

COVENANTS

6.01 The Borrowers and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrowers and the Holdings Guarantor shall maintain, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor maintain, their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantors do not, issue any additional shares from treasury, or permit any of their shares to be redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not, merge, amalgamate or consolidate, with any other corporation except with the prior written consent of the Bank;

- (d) **No Further Obligations:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrowers from incurring and becoming liable for borrowed money provided the same is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrowers and the Holdings Guarantor shall, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets or the Real Property that is before any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not, enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets and/or the Real Property or the marketability thereof and the Borrowers shall work diligently toward the overall implementation of this Agreement;
- (g) **No Further Security:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; provided however, nothing herein shall preclude the Borrowers from granting security against the Assets and/or the Real Property provided the same is delivered to secure borrowed money that is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (h) **Payment of Bonuses, Etc.:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the

Holdings Guarantors do not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice;

- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by the Borrowers or by the Guarantors to any “related person” as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrowers and the Guarantors, and each shall ensure each other, gives to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, keep current, excluding the MOF Fuel Tax Arrears, all amounts owing by the Borrowers to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario), the *Municipal Act* (Ontario), the *Highway Traffic Act* (Ontario), and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the “**Priority Payables**”). The Borrowers hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrowers to such entity and the Borrowers shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the “**Priority Payable Authorizations**”);
- (l) **Harmonized Sales Tax and Source Deductions:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, deliver to the Bank, evidence satisfactory to the Bank, in its sole and absolute discretion, that the Borrowers are current with all amounts owing to Canada Revenue Agency in respect of source deductions and harmonized sales by February 7, 2025. Such evidence includes but is not limited to the RT and RP reports of the Borrowers;
- (m) **Status of Property Taxes Owing for the Real Property:** 150 shall, and the Guarantors shall ensure, that 150 delivers to the Bank evidence satisfactory to the Bank that all property taxes due and owing for the Real Property have been paid in full and that realty taxes in connection with the Real Property are current as at the end of the Forbearance Period;

- (n) **Appraisal and Inspection of the Real Property:** The Borrowers shall consent to the Bank obtaining, at the Bank's discretion, an appraisal and an inspection of the Real Property on twenty-four (24) hours' notice to the Borrowers and between normal business hours on a Business Day, and any costs associated with such appraisal and inspection shall form part of the Indebtedness;
- (o) **Insurance:** 150 shall, and the Guarantors shall ensure, that 150 provides a copy of the current insurance policy evidencing fire and other perils coverage on the Real Property by no later than December 16, 2024;
- (p) **Equipment Suppliers:** The Borrowers shall keep current all of their, as applicable, obligations to third parties that have or may be granted a lien, charge or security interest in any equipment forming part of the Assets;
- (q) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situated, unless it is in the ordinary course of the business, and none of the Assets shall be sold without the prior written consent of the Bank;
- (r) **Account Debit Authorization:** The Borrowers hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in the name of the Borrowers for all amounts payable under this Agreement;
- (s) **Bank Account:** The Borrowers and the Guarantors shall ensure that all monies generated by the Borrowers in the course of their respective business operations are deposited into any Account maintained by the Borrowers at the Bank, and the Borrowers shall only maintain accounts at the Bank. The Account of the Borrowers shall be closed effective on repayment of the Indebtedness;
- (t) **No Excess Permitted:** None of the Account of the Borrowers, including the Operating Facility, shall carry excess balances during the Forbearance Period. The Bank is entitled to charge the Borrowers any excess fees or other fees in connection with failures to deposit sufficient funds prior to withdrawals being made, pursuant to the Credit Agreement and any other applicable agreements between the Borrowers and the Bank;
- (u) **Compliance:** The Borrowers and the Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of the Credit Agreements;
- (v) **Environmental Compliance:** The Borrowers shall, and the Guarantors, as applicable, comply with all applicable Environmental Laws respecting the ownership and operation of its business and keep in good standing all Environmental Permits required to operate the business;

- (w) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security, or the Credit Agreements, the Borrowers shall assist, and the Guarantors shall ensure that the Borrowers assist, the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or Real Property and providing such assistance as is requested in the sale of same;
- (x) **Consent To Judgment:** The Borrowers and Guarantors shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Judgment in the form attached hereto as **Schedule "E"** ("**Consent to Judgment**"), provided that the Bank shall not be entitled to rely upon the Consent to Judgment until the occurrence of an Event of Default; and
- (y) **Consent To Appointment:** The Borrowers shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Court-Appointed Receiver in the form attached hereto as **Schedule "F"** ("**Consent to Appointment**"), provided that the Bank shall not be entitled to rely upon the Consent to Court-Appointed Receiver until the occurrence of an Event of Default.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties: The Borrowers and the Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:

- (a) the Borrowers and the Holdings Guarantor are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario;
- (b) the Borrowers and the Holdings Guarantor have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on business as now conducted and to enter into and perform their respective obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement by the Borrowers and the Holdings Guarantor and the performance of their obligations hereunder:
 - (i) has been duly authorized by all necessary corporate actions;

- (ii) does not conflict with or result in a breach or violation of or constitute a default under;
 - A. the constating documents or by-laws of the Borrowers;
 - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrowers; and
 - C. any commitment, agreement or other instrument to which the Borrowers are now party or otherwise bound; and
- (iii) does not require the consent or approval of any third party;
- (d) there are no proceedings nor any circumstances or material facts which could give rise to any proceedings, in which it is alleged on reasonable grounds that 150 or its predecessors are potentially responsible for clean-up or remediation of lands contaminated with Hazardous Substances or for any other remedial or corrective action under any Environmental Laws;
- (e) there are no circumstances, to the knowledge of 150, that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding (i) the release or presence of a Hazardous Substance on the Real Property, or (ii) the violation of any Environmental Laws by 150, its respective employees, agents or others for which 150 is responsible in law;
- (f) all Hazardous Substances disposed of, treated or stored on the Real Property have been disposed of, treated and stored in compliance in all material respects with all Environmental Laws;
- (g) all amounts owing by the Borrowers and the Holdings Guarantor under the *Income Tax Act (Canada)*, *Excise Tax Act (Canada)*, *Retail Sales Tax Act (Ontario)* and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (h) there is no matter, fact or event which is known to the Borrowers or the Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse effect on the Assets and/or the Real Property or the operations of the Borrowers, and the Borrowers have conducted such

investigations as they consider reasonably necessary to make this representation and warranty; and

- (i) no proceeding or action has been taken or commenced by any person against the Borrowers or the Guarantors in respect of any amounts owing by the Borrowers to any person.

7.02 Non-Merger: The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

ARTICLE 8 **SECURITY**

8.01 Security: The Security shall continue to be held by the Bank hereunder.

8.02 Cross Collateralization: All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrowers and the Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets and/or the Real Property, or any portion thereof, to the extent of the Indebtedness;

8.03 Access to the Assets and/or the Real Property: The Borrowers shall provide, and the Guarantors shall ensure that Borrowers provide, access to the Bank, the Consultant or the Bank's agents during normal business hours, to enter the Business Premises or any property where the Assets are located to inspect the Assets and/or the Real Property or to have appraisals made of the Assets and/or the Real Property, or to conduct environmental investigations in respect of the Real Property, and to examine and make copies of all books and records relating thereto, including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, valuations, environmental reports, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

ARTICLE 9 **APPOINTMENT OF CONSULTANT**

9.01 Appointment of Consultant: The Borrowers and Guarantors acknowledge that they have consented to the appointment of the Consultant under the Consultant Engagement Letter effective as of the date hereof, the Consultant shall continue its engagement for the purposes of, among other things, reviewing and assessing all business plans and contracts of the Borrowers, the financial performance of the Borrowers and any and all financial and other reports relating to the Borrowers and all other documentation required to be provided by the

Borrowers to the Bank under the Credit Agreements, the Security, this Agreement or otherwise, as well as all audits, appraisals and valuations of the Assets obtained by the Bank, including, without limitation, the monthly reports required to be delivered to the Bank hereunder and under the Credit Agreements. The Borrowers and the Guarantors shall provide to the Consultant with periodic access to the Assets and the Business Premises, and the books and records of the Borrowers, and shall co-operate fully with the Consultant in order that it may fulfil the terms of its appointment. The Borrowers and the Guarantors acknowledge that the engagement of the Consultant by the Bank shall not and does not in any way constitute the Bank or the Consultant to be in control of the Assets or business operations of the Borrowers. The Borrowers shall be responsible for all fees and disbursements of the Consultant, plus its disbursements and harmonized sales tax, and the Bank is hereby authorized to debit any Account for such fees, disbursements and taxes. Each of the Borrowers and the Guarantors hereby acknowledges, confirms and agrees that the Bank may appoint the Consultant as the interim receiver and/or receiver and manager of the Borrowers, and that the Consultant may also be named as the trustee in bankruptcy of any or all of the Borrowers and the Guarantors in the event that the Bank files a bankruptcy application for a bankruptcy order against either the Borrowers or the Guarantors.

ARTICLE 10 **DEFAULT**

10.01 Events of Default: Each of the following events shall constitute an Event of Default under this Agreement:

- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Credit Agreements by the Borrowers and/or the Guarantors;
- (b) the occurrence of any Event of Default under this Agreement, the Security, and/or the Credit Agreements;
- (c) any representation, warranty or statement contained herein and/or in the Security and/or in the Credit Agreements which is or proves to be untrue or incorrect;
- (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrowers, which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions, or municipal property taxes;

- (e) the Bank determining, in its sole and absolute discretion, that a material adverse change has occurred in the financial condition, business operations or prospects of the Borrowers, ownership structure or composition or operation of the Borrowers;
- (f) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers in respect of the liquidation, dissolution or winding-up of the Borrowers, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrowers to their creditors, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act (Canada)* or the commencement of any similar action or proceeding by the Borrower;
- (h) the Borrowers committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a bankruptcy application for a bankruptcy order against the Borrowers pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrowers or a distress or analogous action or proceeding being taken, commenced or issued against the Borrowers or levied upon or in respect of the Assets and/or the Real Property or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets and/or the Real Property or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrowers or any premises in or upon which the Assets and/or the Real Property or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets and/or the Real Property, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets and/or the Real Property or any part thereof.

10.02 Waiver: The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

ARTICLE 11 **REMEDIES ON DEFAULT**

11.01 Enforcement: Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrowers and the Guarantors;
- (b) the Borrowers shall assist the Bank, and the Guarantors shall ensure that the Borrowers assist the Bank, in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or the Real Property, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrowers hereby consent to the Bank immediately enforcing its rights under this Agreement, the Credit Agreements and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets and/or the Real Property; and
- (d) the Borrowers and Guarantors shall, forthwith upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrowers or Guarantors or any one of them, fail to execute such consent when requested to do so by the Bank, the agreement of the Borrowers or the Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrowers and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrowers and Guarantors shall, forthwith upon receipt of notice of the filing by the Bank of a bankruptcy application for a bankruptcy order against the Borrowers, forthwith consent to an immediate bankruptcy order being made against the Borrowers, and should the Borrowers fail to execute such consent when requested to do so by the Bank, the consent of the Borrowers to do so herein shall be deemed to constitute the irrevocable consent to such bankruptcy order;
- (f) the Bank may immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Judgment referenced in subsection 6.01(x); and

- (g) the Bank may immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Appointment referenced in subsection 6.01(y).

ARTICLE 12

GENERAL

- 12.01 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 12.02 Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 12.03 Schedules:** Schedules "A", "B", "C", "D", "E" and "F" attached hereto form an integral part of this Agreement.
- 12.04 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 12.05 Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrowers, the Guarantors and the Bank at the following addresses:

To the Borrowers and Guarantors at:

Dawood's Law Office
 116-2550 Argentia Rd., Ground Floor
 Mississauga, Ontario L5N R1
 Attn: Muhammad Dawood Sahi
 Email: info@dawoodlawoffice.com

To the Bank at:

20 King Street West, 2nd Floor
 Toronto, Ontario M6K 1H3
 Attn: Philip O'Gorman
 Email: philip.ogorman@rbc.com

with a courtesy copy to:

Fogler, Rubinoff LLP
 40 King Street West, Suite 2400

Toronto, ON M5H 3Y2
 Attn: Rachel Moses
 Email: rmoses@foglars.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

- 12.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrowers to the Bank.
- 12.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrowers or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 12.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by the Borrowers for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Credit Agreement and the Security.
- 12.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrowers and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 12.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.
- 12.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.

- 12.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 12.13 Further Assurances:** The Borrowers and the Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 12.14 Acceptance:** The Borrowers and the Guarantor hereby acknowledge and agree to and with the Bank that on or before 5:00 p.m. December 11, 2024, the Bank shall have received: (i) a copy of this Agreement executed by the Borrowers and the Guarantors and (iii) originals of the Consultant Engagement Letter, New Tyson GSA, Consent to Judgment and Appointment to Receiver. In the event any of these conditions precedent to the Bank agreeing to forbear have not been satisfied, the Bank may elect to rely upon its rights and remedies under the Credit Agreement, the Security or otherwise.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: Philip O'Gorman
 Name: Philip O'Gorman
 Title: Senior Manager
 Group Risk Management

I Have Authority to Bind the Bank

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

Per: Gurjeet Bhullar / Harpreet Bajwa / Navjot Singh
 Name: GURJEET BHULLAR / HARPREET BAJWA / NAVJOT SINGH
 Title: Authorized Signing Officer GURBINDER SAINI

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
 INC.**

Per: Gurjeet Bhullar / Harpreet Bajwa / Navjot Singh
 Name: GURJEET BHULLAR / GURBINDER SAINI /
 Title: Authorized Signing Officer NAVJOT SINGH
 HARPREET BAJWA

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: Gurjeet Bhullar / Harpreet Bajwa / Navjot Singh
 Name: GURJEET BHULLAR / GURBINDER SAINI / NAVJOT SINGH
 Title: Authorized Signing Officer HARPREET BAJWA

I Have Authority to Bind the Corporation

Harpreet Singh Bajwa
WITNESS


GURJEET SINGH BHULLAR

GURJEET SINGH BHULLAR
WITNESS


HARPREET BAJWA

GURJEET SINGH BHULLAR
WITNESS

GURBINDER SAINI

GURJEET SINGH BHULLAR
WITNESS


NAVJOT SINGH

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: _____
 Name: Philip O'Gorman
 Title: Senior Manager
 Group Risk Management

I Have Authority to Bind the Bank

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

Per: _____
 Name: GURJEET BAULIAN / HARPREET BAULIA / NAVJOT SINGH
 Title: Authorized Signing Officer GURINDER SAINI

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
 INC.**

Per: _____
 Name: GURJEET BHULLAR / GURINDER SAINI /
 Title: Authorized Signing Officer NAVJOT SINGH
 HARPREET BAULIA

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: _____
 Name: GURJEET BHULLAR / GURINDER SAINI / NAVJOT SINGH
 Title: Authorized Signing Officer HARPREET BAULIA

I Have Authority to Bind the Corporation

Harpreet Singh Bajwa
WITNESS


GURJEET SINGH BHULLAR

GURJEET SINGH BHULLAR
WITNESS


HARPREET BAJWA

GURJEET SINGH BHULLAR
WITNESS


GURBINDER SAINI

GURJEET SINGH BHULLAR
WITNESS


NAVJOT SINGH

SCHEDULE "A"
GUARANTEES

In support of Tyson:

1. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by 150.
2. Guarantee and Postponement of Claim dated January 18, 2024 in the amount of \$4,380,000.00 executed by Holdings Guarantor.
3. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Harpreet.
4. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Gurjeet.
5. Guarantee and Postponement of Claim dated January 12, 2022 in the amount of \$4,380,000.00 executed by Navjot.
6. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Gurbinder.

In support of 150:

1. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Tyson (formerly named Bhullar Jatt Transport Ltd.)
2. Guarantee and Postponement of Claim dated January 18, 2024 in the amount of \$3,575,000.00 executed by Holdings Guarantor.
3. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Harpreet.
4. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Gurjeet.
5. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Navjot.
6. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Gurbinder.

SCHEDULE "B"
SECURITY

1. General Security Agreement dated June 4, 2021 executed by Tyson under its previous corporate name, Bhullar Jatt Transport Ltd.
2. General Security Agreement dated December 10, 2024 executed by Tyson.
3. General Security Agreement dated July 6, 2022 executed by 150.
4. Charge/Mortgage of land in the amount of \$5,700,000.00 registered against the Real Property on July 12, 2022 as Instrument No. CO266537.
5. Assignment of Rents executed by 150 dated July 8, 2022 registered against the Real Property on July 12, 2022 as Instrument No. CO266538.

SCHEDULE "C"
CONSULTANT ENGAGEMENT LETTER

See attached 4 pages.



December 4, 2024

msi Spergel inc.,
200 Yorkland, Suite 1100
Toronto, ON M2J 5C1

Attention: Mukul Manchanda, CPA, CIRP, LIT

Dear Sirs:

**Re: TYSON TRUCKING GROUP LTD., 150 OAKWOOD STREET HOLDINGS INC.,
TYSON EXPRESS INC. and TYSON INVESTMENT HOLDINGS INC. (collectively
the “Companies”)**

The purpose of this letter is to set out the terms upon which the Royal Bank of Canada (the “**Bank**”) will engage msi Spergel Inc. (“**Spergel**”) to act on the Bank’s behalf as consultant (the “**Consultant**”) to review and report on the financial and operational performance of the Companies and to evaluate the Bank’s security position, in accordance with the terms and provisions of this agreement including, but not limited to, the following:

1. Reviewing the current financial position and more recent financial results achieved by the Companies;
2. Reviewing the Companies’ go forward annual financial projections and prepare a monthly projection if necessary;
3. Reviewing the Companies’ 13-week cash flow forecast;
4. Reviewing any agreements between the Companies and the landlord of premises leased by the Companies;
5. Reviewing and analysing the existence and validity of claims against the Companies including liens, potential liens, environmental liabilities, practical priorities and the impact of those priority claims on Company assets and the Bank’s loan position;
6. Reviewing and analysing the existence and validity of accounts receivable including, but not limited to, a review of customer invoices, sales contracts, long-term supply agreements and any and all documentation to support the basis of reported accounts receivable;
7. Reviewing and investigating all other matters, which may affect in any manner whatsoever the security position of the Bank or the ability of the Bank to recover the indebtedness of the Companies to the Bank, including all transactions or dealings with related entities;
8. Providing, based on your findings and in your sole discretion, such recommendations, only to the Bank, as you deem appropriate. For greater certainty, your analysis and recommendation of any issue considered by you in your sole discretion to be relevant to this engagement will not necessarily be subject to the review by the Companies.

You are to have no managerial capacity or decision-making responsibilities with respect to the business of the Companies. We acknowledge that your review and advice will be based mainly on data supplied by the Companies, supplemented by discussions with management. We understand that, although all information gathered will be reviewed for reasonableness, you will not be conducting an audit. Therefore, your work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Companies or its officers and employees.

Management of the Companies have agreed to provide you with the full co-operation of the Companies' employees including full access to facilities, assets and records during normal business hours. Management has indicated that they will answer all questions fully and fairly to the best of their ability and knowledge.

Management has agreed to keep you informed of any matters arising that are relevant to your work and have further confirmed that you are and will remain at liberty to disclose to us any information which you consider relevant to our security and our understanding of the current security position of the Companies.

This engagement and your related work should be kept confidential. The explanation that you give to any of the Companies' employees who are not aware of your mandate as to the nature of the mandate is a matter for the Companies' management to decide and to advise you thereof.

We understand that you will advise us if any situation comes to your attention that would materially affect the terms of this engagement letter.

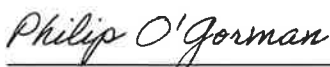
The Companies have accepted responsibility for your fees and expenses incurred in carrying out this engagement, failing which we guarantee their prompt payment and will debit the Companies' accounts for such fees and expenses. We understand that your fees will be based on the time expended multiplied by the hourly rates and levels of staff involved. You are hereby authorized to use any of your employees or agents, as you consider necessary in your review of the affairs of the business of the Companies.

The engagement of a Consultant shall not operate as a waiver or merger of any rights the Bank has under any agreement with the Companies or under any security granted to it for the indebtedness of the Companies to the Bank.

Dated at Toronto this 4th day of December 4, 2024

Royal Bank of Canada

Per:



Name: Philip O'Gorman

Title: Senior Manager

The undersigned authorized representative of the Companies hereby consents to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understand and agree that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understand that if the Bank decides to enforce any of the security held by them against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.


The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.


TYSON TRUCKING GROUP LTD.

**150 OAKWOOD STREET
HOLDINGS INC.**

Per:

Per:


 GURJEET BHULLAR) GURINDER SAWI / NAVOT SINGH
 Name: HARPREET BAWA
 Title: ALL are CEO
 I have authority to bind the corporation


 SAME
 Name:
 Title:
 I have authority to bind the corporation

TYSON EXPRESS INC.

Per:


Name: GURBINDER SANGI

Title: CEO

I have authority to bind the corporation

**TYSON INVESTMENT
HOLDINGS INC.**

Per:


Name: GURBINDER SANGI
Title: CEO

I have authority to bind the corporation

msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per:

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

The undersigned authorized representative of the Companies hereby consents to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understand and agree that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understand that if the Bank decides to enforce any of the security held by them against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.

The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.

TYSON TRUCKING GROUP LTD.

**150 OAKWOOD STREET
HOLDINGS INC.**

Per:

Per:





GURJEET BHULLAR / GURINDER SAMI / NAVOT SINGH
Name: HARPREET BADIWA
Title: ALL are CEO
I have authority to bind the corporation

SAMEER
Name:
Title:
I have authority to bind the corporation

TYSON EXPRESS INC.

Per:



Name: **GURBINDER SAWI**

Title: **CEO**

I have authority to bind the corporation

**TYSON INVESTMENT
HOLDINGS INC.**

Per:



Name: **GURBINDER SINGH**

Name: **HARPREET BADWA / GURBINDER SINGH**

Title: **CEO**

I have authority to bind the corporation

msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per:

Name: **Mukul Manchanda, CPA, CIRP, LIT**

Title: **Managing Partner**

SCHEDULE "D"
NEW TYSON GSA

See attached 9 pages.

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 situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and 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;
- (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 situated, 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 situated) 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.

(l) The headings used in this Security Agreement are for convenience only and are not to 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).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR Tyson Trucking Group Ltd.			
ADDRESS OF BUSINESS DEBTOR 33 Bachelor Street	CITY Brampton	PROVINCE ON	POSTAL CODE L7A 5B1

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 10 day of DEC, 2024

TYSON TRUCKING GROUP LTD.

Harpreet Singh
WITNESS

Gurjeet Singh Bhullar
Name: Gurjeet Singh Bhullar
Title: Director

Seal

GURJEET BHULLAR
WITNESS

Harpreet Bajwa
Name: Harpreet Bajwa
Title: Director

Seal

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.

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

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

All present and after acquired personal property.

SCHEDULE "E"
CONSENT TO JUDGMENT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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.

Per:  
Name: GURJEET BHULLAR / GURBINDER SAINI / NAVJOT SINGH
Title: Authorized Signing Officer HARPREET BAJWA

I Have Authority to Bind the Corporation

SCHEDULE "E"
CONSENT TO JUDGMENT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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.

Per:   

Name: GURJEET BHULLAR / GURBINDER SAINI / NAVJOT SINGH

Title: Authorized Signing Officer

HARPREET BAJWA

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: _____
 Name: GURBINDER SAINI
 Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: Hajja
 Name: HARPREET BAJWA
 Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

Harpreet Singh
 WITNESS

Gurjeet Singh Bhullar
GURJEET SINGH BHULLAR

Gurjeet Singh Bhullar
 WITNESS

Hajja
HARPREET BAJWA

GURJEET BHULLAR
 WITNESS

Gurbinder Saini
GURBINDER SAINI

GURJEET BHULLAR
 WITNESS

Navjot Singh
NAVJOT SINGH

**150 OAKWOOD STREET HOLDINGS
INC.**Per: Name: GURBINDER SAINI

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: _____

Name: HARPREET BAJWA

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

Harpreet Singh
WITNESS
GURJEET SINGH BHULLAR
WITNESS
HARPREET BAJWAGURJEET BHULLAR
WITNESS
GURBINDER SAINIGURJEET BHULLAR
WITNESS
NAVJOT SINGH

Schedule A

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N:

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

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 \$ _____ 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,

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

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 10 day of DEC , 2024.

[signatures follow on the next page]

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

Per: 
Name: GURSEET BHULLAR
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: _____
Name: GURBINDER SAINI
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: 
Name: HARPREET BAJWA
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

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

Per: 
Name: GURJEET BHULLAR
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: 
Name: GURBINDER SAMI
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: 
Name: HARPREET BAJWA
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

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.

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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and

security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the 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;
- (e) 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,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]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

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

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 Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE 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.

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

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*, the Ontario *Water Resources Act*, or the

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

LIMITATION ON THE RECEIVER'S LIABILITY

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.

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

FUNDING OF THE RECEIVERSHIP


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

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.

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 at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '

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.

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 number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

From: Paula Amaral <pamaral@spergel.ca>
Sent: Thursday, February 13, 2025 4:32 PM
To: Gbhullar Tyson Group; Navjot Tyson Group
Cc: Saini Tyson Group; abdul@ask.associates; Bajwa Tyson Group; ahmad@ask.associates; Mukul Manchanda; Cassandra Glover; O'Gorman, Philip
Subject: RE: Documents for Sper
Attachments: image001.png; Integrated Forecast - Sample.xlsx; image002.jpg; image324743.jpg; image003.png; image882560.jpg; image004.png; image456923.png; image005.jpg; image976345.png; image006.jpg; image010017.jpg; image007.png; image008.jpg

[External]/[Externe]

Hi Gurjeet,

Please provide the following:

- 1) List of invoices and copies of invoices for the months of June to December for the following customers.:

ISG Transportation
C.H. Robinson
United Van Line
Laidlaw Carrier
Traffix
Contrans Flatbed
- 2) List of payment received in each from June to December by customer and invoice for all customers
- 3) Factoring companies being used and identify which accounts are being factored
- 4) Is the company banking with another bank and if so which one
- 5) Please provide asset lists in excel format
- 6) The cash flow needs to be in the format attached. I would like to schedule a meeting to go over the preparation of the cash flow step by step as it has to be adapted to your business and the schedules have to be created in a certain order. **What is your availability tomorrow in the afternoon?**
- 7) We need some clarity on what is owed or expected from CRA for HST in each company. Please provide the printout for the main page showing account balances for all companies as well as the monthly filings.

Also, the monthly balance sheet for Tyson Trucking Group Ltd. stats the average HST return is expected to be in the range of approximately \$200,000 whereas the filed returns and the bank account statements indicate it is approximately \$100,000 monthly. Please explain the difference.
- 8) Please provide the borrowing base certificate with calculations and supporting AR submitted for the months of June to December. The September borrowing base was uploaded, however, it does not have calculation for the credit amount or the AR listing for that month.

Thank you,

**Paula Amaral, CPA, CMA | Senior Manager
Corporate Restructuring & Insolvency**

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4302 | F: 416-498-4302

pamaral@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting

This is Exhibit "R" 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)

CAROL LIU

FORBEARANCE AGREEMENT

THIS AGREEMENT made as of the 4th day of December, 2024.

A M O N G:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Bank**")

- and -

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

(hereinafter referred to as "**Tyson**")

- and -

150 OAKWOOD STREET HOLDINGS INC.

(hereinafter referred to as "**150**", together with Tyson, the "**Borrowers**")

- and –

TYSON INVESTMENT HOLDINGS INC.

(hereinafter referred to as the "**Holdings Guarantor**")

- and -

GURJEET SINGH BHULLAR

(hereinafter referred to as "**Gurjeet**")

- and -

HARPREET BAJWA

(hereinafter referred to as "**Harpreet**")

- and -

GURBINDER SAINI

(hereinafter referred to as "**Gurbinder**")

- and -

NAVJOT SINGH

(hereinafter referred to as "**Navjot**", together with Gurjeet, Harpreet and Gurbinder, the "**Personal Guarantors**")

WHEREAS:

1. the Bank has made available certain Credit Facilities to the Borrowers on the terms and conditions established under the Credit Agreements;
2. the Indebtedness of the Borrowers is cross-guaranteed, meaning that each of Tyson and 150 is indebted to the Bank in its capacity as a primary borrower and as a guarantor;
3. the Guarantors executed and delivered the Guarantees to the Bank for the purpose of guaranteeing the payment and performance of certain of the debts, liabilities and obligations of the Borrowers to the Bank;
4. from December, 2023 to July, 2024, the Borrowers made several late payments under the Auto Loan and the Term Facility;
5. on September 15, 2024, 150 leased part of the Real Property to a third party, which lease resulted in 150 incurring \$150,000.00 of development costs;
6. on or about September 19, 2024, the accounts of the Borrowers were transferred to the Bank's Special Loans and Advisory Services group due to the Bank's concerns with the financial performance of the Borrowers;
7. on September 24, 2024, the Borrowers and Guarantors met with the Bank to discuss the Bank's concerns. During the meeting the Bank requested various financial reporting information, including but not limited to loan details regarding the vendor takeback mortgage loan facility related to the Real Property funded in August 2023 ("**VTB**"), as summarized in the Bank's email to the Personal Guarantors sent on September 25, 2024;
8. on November 15, 2024, the Bank issued payment demands on Tyson as the primary borrower and on the Guarantors, as applicable, in connection with the indebtedness owing by Tyson under the Operating Facility and the Visa Facility, with Notices of Intention to Enforce Security pursuant to Section 244(1) of the BIA, as applicable (collectively the "**Demands**" and the "**BIA Notices**");
9. the Borrowers and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to obtain refinancing and to repay the Indebtedness owing to the Bank; and
10. as an inducement to the Bank agreeing to so forbear, the Borrowers and Guarantors have agreed to enter into this Agreement and to comply with the terms and provisions contained herein;

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

ARTICLE 1 **INTERPRETATION**

1.01 Definitions: Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. The following terms shall have the following meanings:

- (a) **"150 Credit Agreement"** means the credit facilities letter agreement dated January 18, 2024 and accepted by the Borrowers and Guarantors on January 18, 2024, as amended, revised, restated, replaced and supplemented from time to time;
- (b) **"Account"** means the bank account(s) of the Borrowers maintained at the Bank;
- (c) **"Assets"** means all of the Real Property and personal property, tangible or intangible and undertakings of the Borrowers in respect of which the Bank holds Security;
- (d) **"Auto Loan Agreements"** means, collectively, three conditional sales contracts between the Bank and Tyson, dated July 29, 2022, January 16, 2023, and February 21, 2023;
- (e) **"Auto Loan"** means the auto finance term facility established for Tyson under the Auto Loan Agreements and set forth in subsection 2.01(c);
- (f) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada);
- (g) **"Business Day"** means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (h) **"Business Premises"** means 33 Bachelor Street, Brampton, Ontario and Unit # 13, 320 Great Plains Road, Emerald Park, Saskatchewan;
- (i) **"Consultant"** means msi Spergel inc.;
- (j) **"Corporate Guarantors"** means Tyson, 150 and Holdings Guarantor in their capacities as Guarantors;

- (k) **"Credit Facilities"** means the credit facilities established by the Bank in favour of the Borrowers pursuant to the Credit Agreements;
- (l) **"Credit Agreements"** means, collectively, the 150 Credit Agreement, the Tyson Credit Agreement, the Master Lease Agreement, the Auto Loan Agreements, the Visa Agreement and the RCAP Lease;
- (m) **"Environmental Laws"** means any applicable law respecting the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances that applies to the Real Property and/or the operation of the Borrowers' business thereon;
- (n) **"Environmental Permits"** means all permits, certificates, approvals, consents, registrations and licenses issued or required by any Environmental Laws or any court or governmental authority relating to or required for the ownership of the Real Property and the operation of the Borrowers' business thereon;
- (o) **"Event of Default"** means the occurrence of any one or more of the events set forth in Article 10 of this Agreement;
- (p) **"Guarantees"** means the guarantees and postponements of claim executed and delivered to and in favour of the Bank by the Guarantors, as further described in **Schedule "A"** attached hereto;
- (q) **"Guarantors"** means collectively the Corporate Guarantors and the Personal Guarantors and individually sometimes referred to herein as a **"Guarantor"**;
- (r) **"Hazardous Substances"** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination thereof that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual;
- (s) **"Indebtedness"** means the amounts set forth in sections 2.01, 2.02 and 2.03;
- (t) **"Lease Facility"** means the equipment lease facility established for Tyson set forth in subsection 2.01(b);
- (u) **"Master Lease Agreement"** means the Master Lease Agreement between RBC and Tyson dated August 3, 2022, together with the Leasing Schedule Lessee# 571445618 Lease# 201000069134;
- (v) **"Operating Facility"** means the Operating Facility established for Tyson under the Tyson Credit Agreement and set forth in subsection 2.01(a);

- (w) **"Parties"** means any one or more of the parties referred to in this Agreement, as the context may require;
- (x) **"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 the Credit Agreement;
- (y) **"Prime Rate"** 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 Canadian Dollar commercial loans in Canada;
- (z) **"Priority Payables"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (aa) **"Priority Payable Authorizations"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (bb) **"RCAP Lease"** means Lease Contract #581081 – 79789 between RCAP Leasing Inc. and Tyson, accepted by Tyson on September 12, 2023;
- (cc) **"RCAP Loan"** means the motor vehicle loan established for Tyson under the RCAP Lease and set forth in subsection 2.1(f);
- (dd) **"Real Property"** means the property which is owned by 150 and known municipally as 150 Oakwood Street, Ingersoll, Ontario;
- (ee) **"Repayment Plan"** means the Repayment Plan set forth in Article 5 of this Agreement;
- (ff) **"Security"** means collectively all of the security delivered by the Borrowers, or any other person, to the Bank as security for the Indebtedness and obligations of the Borrowers to the Bank pursuant to the Credit Agreements, or otherwise, or that may be delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrowers to the Bank including, without limitation, the Security listed in **Schedules "A" and "B"** attached hereto;
- (gg) **"Term Facility"** means the non-revolving term loan established for 150 under the 150 Credit Agreement and set forth in subsection 2.02(a);
- (hh) **"Tyson Credit Agreement"** means the credit facilities letter agreement dated January 18, 2024 and accepted by the Borrowers and Guarantors on January 18, 2024, as amended, revised, restated, replaced and supplemented from time to time;

- (ii) **"Visa Agreement"** means the RBC Royal Bank Business Credit Card Agreement between the Bank and Tyson dated September 1, 2016;
- (jj) **"Visa Facility"** means the visa facility to a maximum amount of \$233,000.00 available in both Canadian and US dollars, established for Tyson under the Tyson Credit Agreement and set forth in subsections 2.01(d) and (e).

ARTICLE 2

CREDIT FACILITIES

2.01 Acknowledgement of Tyson Indebtedness (Primary Indebtedness): The Borrowers and the Guarantors acknowledge that Tyson is indebted to the Bank as primary debtor as at November 28, 2024:

- (a) in respect of the Operating Facility, in the amount of \$1,145,530.15, comprising principal in the amount of \$1,145,000.00 and accrued interest to and including November 28, 2024 in the amount of \$530.15. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 2.50% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$265.08;
- (b) in respect of the Lease Facility, in the amount of \$812,123.72, comprising rental balance in the amount of \$806,302.16 and Harmonized Sales Tax in the amount of \$5,821.56;
- (c) in respect of the Auto Loan, in the amount of \$118,547.89, comprising principal in the amount of \$118,281.03 and accrued interest to and including November 28, 2024 in the amount of \$266.86. The per diem amount on the aforesaid principal amount is \$17.79;
- (d) in respect of the Canadian Dollar Visa account number ending in 307 of the Visa Facility, in the amount of \$99,969.22. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank;
- (e) in respect of the US Dollar Visa account number ending in 135 of the Visa Facility, in the amount of USD \$101,731.36, which equals CAD \$141,406.59 after currency conversion. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank; and
- (f) in respect of the RCAP Loan, in the amount of \$266,219.65 comprising principal in the amount of \$224,006.58 Harmonized Sales Tax in the amount of \$29,120.86 and outstanding receivables in the amount of \$13,092.21.

2.02 Acknowledgement of 150 Indebtedness (Primary Indebtedness): The Borrowers and the Guarantors acknowledge that, as at November 28, 2024, 150 is indebted to the Bank as primary debtor:

- (a) in respect of the Term Facility in the amount of \$3,374,545.49, comprising principal in the amount of \$3,360,142.90 and accrued interest to and including November 28, 2024 in the amount of \$14,402.59. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$685.84.

2.03 Interest, Etc.: The Borrowers and the Guarantors acknowledge that interest on the amounts due and payable from time to time on the amounts set forth in sections 2.01 and 2.02, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, further advances, if any, made by the Bank under the Credit Agreements or hereunder, the collection of the Indebtedness, any appraisals, environmental reports and investigation of the Assets and/or the Real Property, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees incurred by the Bank, including the Consultant, in connection with all of the same shall be added to and are deemed to form part of the Indebtedness.

ARTICLE 3 **ACKNOWLEDGEMENTS**

3.01 Acknowledgements by the Borrowers: The Borrowers hereby confirm and acknowledge to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank, as the Demands and BIA Notices in connection with the Operating Facility and the Visa Facility have expired and all amounts remain outstanding, and the Borrowers have no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to issue the Demands for repayment of the Operating Facility and the Visa Facility and the right, as at the date hereof, to enforce the Security as the 10 day period set out in the BIA Notices has expired;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof will be in full force and effect, constitute legal, valid and binding obligations

of each of the Borrowers, or the person granting such Security, enforceable against each of the Borrowers, and the person granting such Security, and each of the Borrowers hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security, or the legality, validity or binding effect of the obligations of each of the Borrowers thereunder and the enforceability of same;

- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower a written waiver of any such rights; and
- (f) each of the Borrowers has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has either done so or has decided to execute and deliver the same to the Bank without obtaining such legal advice.

3.02 Acknowledgements by the Guarantors: The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to issue the Demands for repayment of the Operating Facility and the Visa Facility and the right, as at the date hereof, to enforce the Security, as the 10 day period set out in the BIA Notices has expired;
- (c) the Indebtedness is due and owing to the Bank as the Demands and BIA Notices in connection with the Operating Facility and the Visa Facility have expired and all amounts remain outstanding, and the Borrowers have no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrowers, or the person granting such Security, and the Security and any other security delivered by the Borrowers, or any other person, will be enforceable against the Borrowers, and the person

granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and they are each hereby estopped from asserting or causing to be asserted on their behalf, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrowers and other persons thereunder and the enforceability of same;

- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantees delivered by the Guarantors;
- (f) the Guarantees delivered by the Guarantors are in full force and effect, constitutes legal, valid and binding obligations of the Guarantors, are enforceable against each Guarantors and each Guarantor hereby waives and agrees not to assert or cause to be asserted on its own behalf, and is hereby estopped from asserting or causing to be asserted on its own behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of each Guarantor thereunder and the enforceability of same;
- (g) each Guarantor consents to the Borrowers entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Credit Agreements, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrowers and the Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower or applicable Guarantor a written waiver of any such rights following the date hereof; and
- (j) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have either done so or have decided to execute and deliver the same to the Bank without obtaining such legal advice.

3.03 Tolling Provisions:

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b), the Bank, the Borrowers and the Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, the Credit Agreements, and any entitlements arising from the Indebtedness or the Security and/or the Credit Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act*, 2002 (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act*, 2002 (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act*, 2002 (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act*, 2002 (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and
- (b) The tolling provisions set out in subsection (a) will terminate upon any party providing the others with 15 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 15 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

ARTICLE 4

WAIVER AND RELEASE

- 4.01 Waiver and Release:** The Borrowers and Guarantors hereby acknowledge and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights, or claims on any grounds whatsoever with respect to the Bank's administration of the Credit Agreements, the Credit Facilities, its conduct and actions and dealings with the Borrowers and/or Guarantors in connection with the Credit Facilities (the "**Released Conduct**"), and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits,

covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrowers or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank as a result of the Released Conduct. Further, in executing and delivering this Agreement, the Borrowers and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

ARTICLE 5 **FORBEARANCE**

5.01 Implementation: The Borrowers and the Guarantors hereby covenant and agree to and with the Bank that they shall, and each shall ensure each other, honour and fulfil the terms and provisions of the Repayment Plan set forth in this Article 5.

5.02 Forbearance Period: Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrowers and Guarantors in respect of the Indebtedness for the period of time ("**Forbearance Period**") commencing with the execution and delivery of this Agreement until the earlier of:

- (a) February 14, 2025; or
- (b) the date that the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrowers; or
- (c) the occurrence of an Event of Default following the date hereof.

The Borrowers and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period and that the Indebtedness shall be repaid on or prior to the expiration of the Forbearance Period.

5.03 Forbearance Fee: A forbearance fee in the sum of \$15,000.00 (the "**Forbearance Fee**") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such

Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and to be secured by the Security. The Borrowers and the Guarantors authorize the Bank to debit any Account in payment of the Forbearance Fee immediately upon the execution of this Agreement by the Borrowers and the Guarantors.

5.04 Servicing and Reduction of the Indebtedness: Notwithstanding any other provisions of this Agreement, the Borrowers shall honour all payment obligations in accordance with the provisions of the Credit Agreements cause the Indebtedness to be permanently reduced as follows:

- (a) all monthly payments shall be made by the Borrowers as they become due and owing under the Credit Agreements; and
- (b) the proceeds from all sales, transfers or other disposition of the Assets and/or Real Property, or any portion thereof that are made outside of the ordinary course of the Borrowers' business shall be deposited into the Account and applied by the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under this section against the Indebtedness in such manner as it determines in its sole and absolute discretion.

5.05 Consultant Engagement Letter: Contemporaneously with the execution and delivery of this Agreement, the Borrowers shall execute and deliver to the Bank an engagement letter appointing the Consultant in such capacity, in the form attached hereto as **Schedule "C"** ("**Consultant Engagement Letter**").

5.06 Execution of New Tyson GSA: Contemporaneously with the execution and delivery of this Agreement, Tyson shall execute and deliver to the Bank on the Bank's standard form 924, a general security agreement, in the form attached hereto as **Schedule "D"** ("**New Tyson GSA**").

5.07 Outstanding Information Request and VTB: Further and in addition to the Borrowers and Guarantors' obligation to provide any and all financial and other reports relating to the Borrowers and all other documentation set out below in section 9.01, the Borrowers and Corporate Guarantors shall deliver to the Bank and the Consultant all information listed below, within ten Business Days of the date of this Agreement:

- (a) Confirmation together with supporting documents that all Priority Payables are current, or else provide a detailed accounting of all arrears owing with back-up documentation, including but not limited to MyCRA screenshots of the RT and RP accounts of the Debtors and Corporate Guarantors;

- (b) Annual chartered accountant confirmation of unfunded capital expenditure amount as at June 30, 2024;
- (c) Details of the development costs in the amount of \$150,000.00, incurred by 150 to facilitate 150's lease of the Real Property to a lessee beginning September 15, 2024;
- (d) Copies of the VTB transaction documents effective in or around August 2023, together with any such amending agreements or other vendor take-back loan transactions to which any of the Borrowers and Corporate Guarantors is party;
- (e) Details regarding the relationships between the Borrowers and the Guarantors and each of 12301521 Canada Inc, GOT2B Trucking Ltd, HSP. Transport Ltd, Golden Gosse Investment Holdings Inc. and 13164454 Canada Inc.;
- (f) Details relating to the \$450,000.00 payment made on August 30, 2023 towards the VTB holder and why it is classified as a "shareholder investment"; and
- (g) An accounting of the flow of funds for the \$50,000.00 difference between the reduction of the VTB liability (being \$400,000.00) by fiscal year ended June 30, 2024 and the payment made on the VTB liability (being \$450,000.00).

ARTICLE 6

COVENANTS

6.01 The Borrowers and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrowers and the Holdings Guarantor shall maintain, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor maintain, their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantors do not, issue any additional shares from treasury, or permit any of their shares to be redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not, merge, amalgamate or consolidate, with any other corporation except with the prior written consent of the Bank;

- (d) **No Further Obligations:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrowers from incurring and becoming liable for borrowed money provided the same is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrowers and the Holdings Guarantor shall, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets or the Real Property that is before any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not, enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets and/or the Real Property or the marketability thereof and the Borrowers shall work diligently toward the overall implementation of this Agreement;
- (g) **No Further Security:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the Holdings Guarantor do not grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; provided however, nothing herein shall preclude the Borrowers from granting security against the Assets and/or the Real Property provided the same is delivered to secure borrowed money that is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (h) **Payment of Bonuses, Etc.:** The Borrowers and the Holdings Guarantor shall not, and the Guarantors shall ensure that the Borrowers and the

Holdings Guarantors do not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice;

- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by the Borrowers or by the Guarantors to any “related person” as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrowers and the Guarantors, and each shall ensure each other, gives to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, keep current, excluding the MOF Fuel Tax Arrears, all amounts owing by the Borrowers to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario), the *Municipal Act* (Ontario), the *Highway Traffic Act* (Ontario), and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the “**Priority Payables**”). The Borrowers hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrowers to such entity and the Borrowers shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the “**Priority Payable Authorizations**”);
- (l) **Harmonized Sales Tax and Source Deductions:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, deliver to the Bank, evidence satisfactory to the Bank, in its sole and absolute discretion, that the Borrowers are current with all amounts owing to Canada Revenue Agency in respect of source deductions and harmonized sales by February 7, 2025. Such evidence includes but is not limited to the RT and RP reports of the Borrowers;
- (m) **Status of Property Taxes Owing for the Real Property:** 150 shall, and the Guarantors shall ensure, that 150 delivers to the Bank evidence satisfactory to the Bank that all property taxes due and owing for the Real Property have been paid in full and that realty taxes in connection with the Real Property are current as at the end of the Forbearance Period;

- (n) **Appraisal and Inspection of the Real Property:** The Borrowers shall consent to the Bank obtaining, at the Bank's discretion, an appraisal and an inspection of the Real Property on twenty-four (24) hours' notice to the Borrowers and between normal business hours on a Business Day, and any costs associated with such appraisal and inspection shall form part of the Indebtedness;
- (o) **Insurance:** 150 shall, and the Guarantors shall ensure, that 150 provides a copy of the current insurance policy evidencing fire and other perils coverage on the Real Property by no later than December 16, 2024;
- (p) **Equipment Suppliers:** The Borrowers shall keep current all of their, as applicable, obligations to third parties that have or may be granted a lien, charge or security interest in any equipment forming part of the Assets;
- (q) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situated, unless it is in the ordinary course of the business, and none of the Assets shall be sold without the prior written consent of the Bank;
- (r) **Account Debit Authorization:** The Borrowers hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in the name of the Borrowers for all amounts payable under this Agreement;
- (s) **Bank Account:** The Borrowers and the Guarantors shall ensure that all monies generated by the Borrowers in the course of their respective business operations are deposited into any Account maintained by the Borrowers at the Bank, and the Borrowers shall only maintain accounts at the Bank. The Account of the Borrowers shall be closed effective on repayment of the Indebtedness;
- (t) **No Excess Permitted:** None of the Account of the Borrowers, including the Operating Facility, shall carry excess balances during the Forbearance Period. The Bank is entitled to charge the Borrowers any excess fees or other fees in connection with failures to deposit sufficient funds prior to withdrawals being made, pursuant to the Credit Agreement and any other applicable agreements between the Borrowers and the Bank;
- (u) **Compliance:** The Borrowers and the Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of the Credit Agreements;
- (v) **Environmental Compliance:** The Borrowers shall, and the Guarantors, as applicable, comply with all applicable Environmental Laws respecting the ownership and operation of its business and keep in good standing all Environmental Permits required to operate the business;

- (w) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security, or the Credit Agreements, the Borrowers shall assist, and the Guarantors shall ensure that the Borrowers assist, the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or Real Property and providing such assistance as is requested in the sale of same;
- (x) **Consent To Judgment:** The Borrowers and Guarantors shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Judgment in the form attached hereto as **Schedule "E"** ("**Consent to Judgment**"), provided that the Bank shall not be entitled to rely upon the Consent to Judgment until the occurrence of an Event of Default; and
- (y) **Consent To Appointment:** The Borrowers shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Court-Appointed Receiver in the form attached hereto as **Schedule "F"** ("**Consent to Appointment**"), provided that the Bank shall not be entitled to rely upon the Consent to Court-Appointed Receiver until the occurrence of an Event of Default.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties: The Borrowers and the Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:

- (a) the Borrowers and the Holdings Guarantor are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario;
- (b) the Borrowers and the Holdings Guarantor have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on business as now conducted and to enter into and perform their respective obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement by the Borrowers and the Holdings Guarantor and the performance of their obligations hereunder:
 - (i) has been duly authorized by all necessary corporate actions;

- (ii) does not conflict with or result in a breach or violation of or constitute a default under;
 - A. the constating documents or by-laws of the Borrowers;
 - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrowers; and
 - C. any commitment, agreement or other instrument to which the Borrowers are now party or otherwise bound; and
- (iii) does not require the consent or approval of any third party;
- (d) there are no proceedings nor any circumstances or material facts which could give rise to any proceedings, in which it is alleged on reasonable grounds that 150 or its predecessors are potentially responsible for clean-up or remediation of lands contaminated with Hazardous Substances or for any other remedial or corrective action under any Environmental Laws;
- (e) there are no circumstances, to the knowledge of 150, that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding (i) the release or presence of a Hazardous Substance on the Real Property, or (ii) the violation of any Environmental Laws by 150, its respective employees, agents or others for which 150 is responsible in law;
- (f) all Hazardous Substances disposed of, treated or stored on the Real Property have been disposed of, treated and stored in compliance in all material respects with all Environmental Laws;
- (g) all amounts owing by the Borrowers and the Holdings Guarantor under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), *Retail Sales Tax Act* (Ontario) and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (h) there is no matter, fact or event which is known to the Borrowers or the Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse effect on the Assets and/or the Real Property or the operations of the Borrowers, and the Borrowers have conducted such

investigations as they consider reasonably necessary to make this representation and warranty; and

- (i) no proceeding or action has been taken or commenced by any person against the Borrowers or the Guarantors in respect of any amounts owing by the Borrowers to any person.

7.02 Non-Merger: The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

ARTICLE 8 **SECURITY**

8.01 Security: The Security shall continue to be held by the Bank hereunder.

8.02 Cross Collateralization: All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrowers and the Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets and/or the Real Property, or any portion thereof, to the extent of the Indebtedness;

8.03 Access to the Assets and/or the Real Property: The Borrowers shall provide, and the Guarantors shall ensure that Borrowers provide, access to the Bank, the Consultant or the Bank's agents during normal business hours, to enter the Business Premises or any property where the Assets are located to inspect the Assets and/or the Real Property or to have appraisals made of the Assets and/or the Real Property, or to conduct environmental investigations in respect of the Real Property, and to examine and make copies of all books and records relating thereto, including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, valuations, environmental reports, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

ARTICLE 9 **APPOINTMENT OF CONSULTANT**

9.01 Appointment of Consultant: The Borrowers and Guarantors acknowledge that they have consented to the appointment of the Consultant under the Consultant Engagement Letter effective as of the date hereof, the Consultant shall continue its engagement for the purposes of, among other things, reviewing and assessing all business plans and contracts of the Borrowers, the financial performance of the Borrowers and any and all financial and other reports relating to the Borrowers and all other documentation required to be provided by the

Borrowers to the Bank under the Credit Agreements, the Security, this Agreement or otherwise, as well as all audits, appraisals and valuations of the Assets obtained by the Bank, including, without limitation, the monthly reports required to be delivered to the Bank hereunder and under the Credit Agreements. The Borrowers and the Guarantors shall provide to the Consultant with periodic access to the Assets and the Business Premises, and the books and records of the Borrowers, and shall co-operate fully with the Consultant in order that it may fulfil the terms of its appointment. The Borrowers and the Guarantors acknowledge that the engagement of the Consultant by the Bank shall not and does not in any way constitute the Bank or the Consultant to be in control of the Assets or business operations of the Borrowers. The Borrowers shall be responsible for all fees and disbursements of the Consultant, plus its disbursements and harmonized sales tax, and the Bank is hereby authorized to debit any Account for such fees, disbursements and taxes. Each of the Borrowers and the Guarantors hereby acknowledges, confirms and agrees that the Bank may appoint the Consultant as the interim receiver and/or receiver and manager of the Borrowers, and that the Consultant may also be named as the trustee in bankruptcy of any or all of the Borrowers and the Guarantors in the event that the Bank files a bankruptcy application for a bankruptcy order against either the Borrowers or the Guarantors.

ARTICLE 10 **DEFAULT**

10.01 Events of Default: Each of the following events shall constitute an Event of Default under this Agreement:

- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Credit Agreements by the Borrowers and/or the Guarantors;
- (b) the occurrence of any Event of Default under this Agreement, the Security, and/or the Credit Agreements;
- (c) any representation, warranty or statement contained herein and/or in the Security and/or in the Credit Agreements which is or proves to be untrue or incorrect;
- (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrowers, which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions, or municipal property taxes;

- (e) the Bank determining, in its sole and absolute discretion, that a material adverse change has occurred in the financial condition, business operations or prospects of the Borrowers, ownership structure or composition or operation of the Borrowers;
- (f) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers in respect of the liquidation, dissolution or winding-up of the Borrowers, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrowers to their creditors, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act (Canada)* or the commencement of any similar action or proceeding by the Borrower;
- (h) the Borrowers committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a bankruptcy application for a bankruptcy order against the Borrowers pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrowers or a distress or analogous action or proceeding being taken, commenced or issued against the Borrowers or levied upon or in respect of the Assets and/or the Real Property or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets and/or the Real Property or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrowers or any premises in or upon which the Assets and/or the Real Property or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets and/or the Real Property, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets and/or the Real Property or any part thereof.

10.02 Waiver: The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

ARTICLE 11 **REMEDIES ON DEFAULT**

11.01 Enforcement: Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrowers and the Guarantors;
- (b) the Borrowers shall assist the Bank, and the Guarantors shall ensure that the Borrowers assist the Bank, in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or the Real Property, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrowers hereby consent to the Bank immediately enforcing its rights under this Agreement, the Credit Agreements and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets and/or the Real Property; and
- (d) the Borrowers and Guarantors shall, forthwith upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrowers or Guarantors or any one of them, fail to execute such consent when requested to do so by the Bank, the agreement of the Borrowers or the Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrowers and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrowers and Guarantors shall, forthwith upon receipt of notice of the filing by the Bank of a bankruptcy application for a bankruptcy order against the Borrowers, forthwith consent to an immediate bankruptcy order being made against the Borrowers, and should the Borrowers fail to execute such consent when requested to do so by the Bank, the consent of the Borrowers to do so herein shall be deemed to constitute the irrevocable consent to such bankruptcy order;
- (f) the Bank may immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Judgment referenced in subsection 6.01(x); and

- (g) the Bank may immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Appointment referenced in subsection 6.01(y).

ARTICLE 12

GENERAL

- 12.01 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 12.02 Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 12.03 Schedules:** Schedules "A", "B", "C", "D", "E" and "F" attached hereto form an integral part of this Agreement.
- 12.04 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 12.05 Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrowers, the Guarantors and the Bank at the following addresses:

To the Borrowers and Guarantors at:

Dawood's Law Office
 116-2550 Argentia Rd., Ground Floor
 Mississauga, Ontario L5N R1
 Attn: Muhammad Dawood Sahi
 Email: info@dawoodlawoffice.com

To the Bank at:

20 King Street West, 2nd Floor
 Toronto, Ontario M6K 1H3
 Attn: Philip O'Gorman
 Email: philip.ogorman@rbc.com

with a courtesy copy to:

Fogler, Rubinoff LLP
 40 King Street West, Suite 2400

Toronto, ON M5H 3Y2
 Attn: Rachel Moses
 Email: rmoses@foglers.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

- 12.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrowers to the Bank.
- 12.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrowers or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 12.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by the Borrowers for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Credit Agreement and the Security.
- 12.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrowers and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 12.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.
- 12.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.

- 12.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 12.13 Further Assurances:** The Borrowers and the Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 12.14 Acceptance:** The Borrowers and the Guarantor hereby acknowledge and agree to and with the Bank that on or before 5:00 p.m. December 11, 2024, the Bank shall have received: (i) a copy of this Agreement executed by the Borrowers and the Guarantors and (iii) originals of the Consultant Engagement Letter, New Tyson GSA, Consent to Judgment and Appointment to Receiver. In the event any of these conditions precedent to the Bank agreeing to forbear have not been satisfied, the Bank may elect to rely upon its rights and remedies under the Credit Agreement, the Security or otherwise.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: Philip O'Gorman
 Name: Philip O'Gorman
 Title: Senior Manager
 Group Risk Management

I Have Authority to Bind the Bank

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

Per: Gurjeet Bhullar / Harpreet Bajwa / Navot Singh
 Name: Gurjeet Bhullar / Harpreet Bajwa / Navot Singh
 Title: Authorized Signing Officer Gurinder Saini

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
 INC.**

Per: Gurjeet Bhullar / Gurinder Saini / Navot Singh
 Name: Gurjeet Bhullar / Gurinder Saini / Navot Singh
 Title: Authorized Signing Officer Harpreet Bajwa

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: Gurjeet Bhullar / Gurinder Saini / Navot Singh
 Name: Gurjeet Bhullar / Gurinder Saini / Navot Singh
 Title: Authorized Signing Officer Harpreet Bajwa

I Have Authority to Bind the Corporation

Harpreet Singh Bajwa
WITNESS


GURJEET SINGH BHULLAR

GURJEET SINGH BHULLAR
WITNESS


HARPREET BAJWA

GURJEET SINGH BHULLAR
WITNESS

GURBINDER SAINI

GURJEET SINGH BHULLAR
WITNESS


NAVJOT SINGH

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: _____

Name: Philip O'Gorman

Title: Senior Manager
Group Risk Management

I Have Authority to Bind the Bank

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

Per: _____

Name: GURJEET BHULLAR / HARPREET BAWA / NAVJOT SINGH
Title: Authorized Signing Officer GURINDER SAINI

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: _____

Name: GURJEET BHULLAR / GURINDER SAINI /
Title: Authorized Signing Officer NAVJOT SINGH
HARPREET BAWA

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: _____

Name: GURJEET BHULLAR / GURINDER SAINI / NAVJOT SINGH
Title: Authorized Signing Officer HARPREET BAWA

I Have Authority to Bind the Corporation

Harpreet Singh Bajwa
WITNESS


GURJEET SINGH BHULLAR

GURJEET SINGH BHULLAR
WITNESS


HARPREET BAJWA

GURJEET SINGH BHULLAR
WITNESS


GURBINDER SAINI

GURJEET SINGH BHULLAR
WITNESS


NAVJOT SINGH

SCHEDULE "A"
GUARANTEES

In support of Tyson:

1. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by 150.
2. Guarantee and Postponement of Claim dated January 18, 2024 in the amount of \$4,380,000.00 executed by Holdings Guarantor.
3. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Harpreet.
4. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Gurjeet.
5. Guarantee and Postponement of Claim dated January 12, 2022 in the amount of \$4,380,000.00 executed by Navjot.
6. Guarantee and Postponement of Claim dated January 12, 2023 in the amount of \$4,380,000.00 executed by Gurbinder.

In support of 150:

1. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Tyson (formerly named Bhullar Jatt Transport Ltd.)
2. Guarantee and Postponement of Claim dated January 18, 2024 in the amount of \$3,575,000.00 executed by Holdings Guarantor.
3. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Harpreet.
4. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Gurjeet.
5. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Navjot.
6. Guarantee and Postponement of Claim dated July 6, 2022 in the amount of \$3,575,000.00 executed by Gurbinder.

SCHEDULE "B"
SECURITY

1. General Security Agreement dated June 4, 2021 executed by Tyson under its previous corporate name, Bhullar Jatt Transport Ltd.
2. General Security Agreement dated December 10, 2024 executed by Tyson.
3. General Security Agreement dated July 6, 2022 executed by 150.
4. Charge/Mortgage of land in the amount of \$5,700,000.00 registered against the Real Property on July 12, 2022 as Instrument No. CO266537.
5. Assignment of Rents executed by 150 dated July 8, 2022 registered against the Real Property on July 12, 2022 as Instrument No. CO266538.

SCHEDULE "C"
CONSULTANT ENGAGEMENT LETTER

See attached 4 pages.



December 4, 2024

msi Spergel inc.,
200 Yorkland, Suite 1100
Toronto, ON M2J 5C1

Attention: Mukul Manchanda, CPA, CIRP, LIT

Dear Sirs:

**Re: TYSON TRUCKING GROUP LTD., 150 OAKWOOD STREET HOLDINGS INC.,
TYSON EXPRESS INC. and TYSON INVESTMENT HOLDINGS INC. (collectively
the “Companies”)**

The purpose of this letter is to set out the terms upon which the Royal Bank of Canada (the “**Bank**”) will engage msi Spergel Inc. (“**Spergel**”) to act on the Bank’s behalf as consultant (the “**Consultant**”) to review and report on the financial and operational performance of the Companies and to evaluate the Bank’s security position, in accordance with the terms and provisions of this agreement including, but not limited to, the following:

1. Reviewing the current financial position and more recent financial results achieved by the Companies;
2. Reviewing the Companies’ go forward annual financial projections and prepare a monthly projection if necessary;
3. Reviewing the Companies’ 13-week cash flow forecast;
4. Reviewing any agreements between the Companies and the landlord of premises leased by the Companies;
5. Reviewing and analysing the existence and validity of claims against the Companies including liens, potential liens, environmental liabilities, practical priorities and the impact of those priority claims on Company assets and the Bank’s loan position;
6. Reviewing and analysing the existence and validity of accounts receivable including, but not limited to, a review of customer invoices, sales contracts, long-term supply agreements and any and all documentation to support the basis of reported accounts receivable;
7. Reviewing and investigating all other matters, which may affect in any manner whatsoever the security position of the Bank or the ability of the Bank to recover the indebtedness of the Companies to the Bank, including all transactions or dealings with related entities;
8. Providing, based on your findings and in your sole discretion, such recommendations, only to the Bank, as you deem appropriate. For greater certainty, your analysis and recommendation of any issue considered by you in your sole discretion to be relevant to this engagement will not necessarily be subject to the review by the Companies.

You are to have no managerial capacity or decision-making responsibilities with respect to the business of the Companies. We acknowledge that your review and advice will be based mainly on data supplied by the Companies, supplemented by discussions with management. We understand that, although all information gathered will be reviewed for reasonableness, you will not be conducting an audit. Therefore, your work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Companies or its officers and employees.

Management of the Companies have agreed to provide you with the full co-operation of the Companies' employees including full access to facilities, assets and records during normal business hours. Management has indicated that they will answer all questions fully and fairly to the best of their ability and knowledge.

Management has agreed to keep you informed of any matters arising that are relevant to your work and have further confirmed that you are and will remain at liberty to disclose to us any information which you consider relevant to our security and our understanding of the current security position of the Companies.

This engagement and your related work should be kept confidential. The explanation that you give to any of the Companies' employees who are not aware of your mandate as to the nature of the mandate is a matter for the Companies' management to decide and to advise you thereof.

We understand that you will advise us if any situation comes to your attention that would materially affect the terms of this engagement letter.

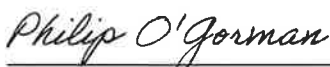
The Companies have accepted responsibility for your fees and expenses incurred in carrying out this engagement, failing which we guarantee their prompt payment and will debit the Companies' accounts for such fees and expenses. We understand that your fees will be based on the time expended multiplied by the hourly rates and levels of staff involved. You are hereby authorized to use any of your employees or agents, as you consider necessary in your review of the affairs of the business of the Companies.

The engagement of a Consultant shall not operate as a waiver or merger of any rights the Bank has under any agreement with the Companies or under any security granted to it for the indebtedness of the Companies to the Bank.

Dated at Toronto this 4th day of December 4, 2024

Royal Bank of Canada

Per:



Name: Philip O'Gorman

Title: Senior Manager

The undersigned authorized representative of the Companies hereby consents to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understand and agree that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understand that if the Bank decides to enforce any of the security held by them against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.


The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.


TYSON TRUCKING GROUP LTD.

**150 OAKWOOD STREET
HOLDINGS INC.**

Per:

Per:


 GURJEET BHULLAR) GURINDER SAWI / NAVOT SINGH
 Name: HARPREET BAWA
 Title: ALL are CEO
 I have authority to bind the corporation


 SAME
 Name:
 Title:
 I have authority to bind the corporation

TYSON EXPRESS INC.

Per:


Name: GURBINDER SANGI

Title: CEO

I have authority to bind the corporation

**TYSON INVESTMENT
HOLDINGS INC.**

Per:


Name: GURBINDER SANGI / HARPREET BADWA

Title: CEO

I have authority to bind the corporation

msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per:

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

The undersigned authorized representative of the Companies hereby consents to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understand and agree that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understand that if the Bank decides to enforce any of the security held by them against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.


The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.


TYSON TRUCKING GROUP LTD.

**150 OAKWOOD STREET
HOLDINGS INC.**

Per:

Per:


GURJEET BHULLAR / GURINDER SAWH / HARPREET BAWA
Name: HARPREET BAWA
Title: ALL are CEO
I have authority to bind the corporation


Name: SAMER
Title:
I have authority to bind the corporation

TYSON EXPRESS INC.

Per:



Name: GURBINDER SAWI

Title: CEO

I have authority to bind the corporation

**TYSON INVESTMENT
HOLDINGS INC.**

Per:



Name: GURBINDER SAWI / HARPREET BADWA

Name: HARPREET BADWA / GURBINDER SAWI

Title: CEO

I have authority to bind the corporation

msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per:

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

SCHEDULE "D"
NEW TYSON GSA

See attached 9 pages.

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 situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and 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;
- (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 situated, 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 situated) 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.

(l) The headings used in this Security Agreement are for convenience only and are not to 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).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR Tyson Trucking Group Ltd.			
ADDRESS OF BUSINESS DEBTOR 33 Bachelor Street	CITY Brampton	PROVINCE ON	POSTAL CODE L7A 5B1

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 10 day of DEC, 2024

Harpreet Singh
WITNESS

GURJEET BHULLAR
WITNESS

TYSON TRUCKING GROUP LTD.

Gurjeet Singh Bhullar
Name: Gurjeet Singh Bhullar
Title: Director

Harpreet Bajwa
Name: Harpreet Bajwa
Title: Director

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.

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

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

All present and after acquired personal property.

SCHEDULE "E"
CONSENT TO JUDGMENT

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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.

Per:  
Name: GURJEET BHULLAR / GURBINDER SAINI / NAVJOT SINGH
Title: Authorized Signing Officer HARPREET BAJWA

I Have Authority to Bind the Corporation

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

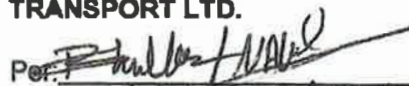


Defendants

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.

Per:   
Name: GURJEET BHULLAR / GURBINDER SAINI / NAVJOT SINGH
Title: Authorized Signing Officer
HARPREET BAJWA

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: _____
 Name: GURBINDER SAINI
 Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: Hajja
 Name: HARPREET BAJWA
 Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

Harpreet Singh
 WITNESS

Gurjeet Singh Bhullar
GURJEET SINGH BHULLAR

Gurjeet Singh Bhullar
 WITNESS

Hajja
HARPREET BAJWA

GURJEET BHULLAR
 WITNESS

GURBINDER SAINI
GURBINDER SAINI

GURJEET BHULLAR
 WITNESS

NAVJOT SINGH
NAVJOT SINGH

**150 OAKWOOD STREET HOLDINGS
INC.**Per: Name: GURBINDER SAINI

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

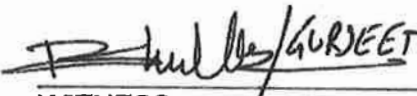
TYSON INVESTMENT HOLDINGS INC.

Per: _____

Name: HARPREET BAJWA

Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

Harpreet Singh
WITNESS
GURJEET SINGH BHULLAR
WITNESSHarpreet Bajwa
HARPREET BAJWAGURJEET BHULLAR
WITNESS
GURBINDER SAINIGURJEET BHULLAR
WITNESSNAVJOT SINGH
NAVJOT SINGH

Schedule A

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N:

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

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 \$ _____ 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,

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

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 10 day of DEC , 2024.

[signatures follow on the next page]

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

Per: 
Name: GURJEET BHULLAR
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: _____
Name: GURBINDER SAINI
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: 
Name: HARPREET BAJWA
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

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

Per: 
Name: GURJEET BHULLAR
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**150 OAKWOOD STREET HOLDINGS
INC.**

Per: 
Name: GURBINDER SAMI
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

TYSON INVESTMENT HOLDINGS INC.

Per: 
Name: HARPREET BAJWA
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

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.

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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and

security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the 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;
- (e) 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,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]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

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

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 Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE 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.

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

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*, the *Ontario Water Resources Act*, or the

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

LIMITATION ON THE RECEIVER'S LIABILITY

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.

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

FUNDING OF THE RECEIVERSHIP


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

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.

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 at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '

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.

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 number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

This is Exhibit "S" 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)

CAROL LIU

June 2, 2025

Personal & Confidential

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL

(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

150 Oakwood Street Holdings Inc. 2592 Burslem Rd. Mississauga, ON L5A 2R6	150 Oakwood Street Holdings Inc. 33 Bachelor Street Brampton, ON L7A 5B1
--	---

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

We refer you to a credit facilities agreement dated January 18, 2024 between the Bank and the Borrower (the "**Credit Agreement**").

As you are no doubt aware, the Bank issued to the Borrower a payment demand and a notice of intention to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**BIA Notice**"), in its capacity as a guarantor of the debts, liabilities and obligations of Tyson Trucking Group Ltd. in connection with a revolving demand facility and a Visa facility on November 15, 2024.

As you are also aware, after the payment demand and the BIA Notice expired on November 25, 2024, and the indebtedness remained outstanding, the Bank and the Borrower, among other parties, entered into a forbearance agreement effective December 4, 2024, as extended by a forbearance extension agreement effective March 24, 2025 (collectively the "**Forbearance Agreement**"), which required the Borrower to repay all indebtedness owing to RBC under the Credit Agreement by no later than May 16, 2025.

The Forbearance Period (as defined in the Forbearance Agreement) has ended, and the Borrower has not repaid the indebtedness. The failure by the Borrower to pay any principal, interest or other amount when due constitutes an event of default under the Credit Agreement, entitling the Bank to make demand for the immediate payment of amounts expressed below.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue

on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Borrower expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than **June 12, 2025** of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Borrower to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Borrower.

We further advise the Borrower that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to the Borrower if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)

TO: 150 OAKWOOD STREET HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:

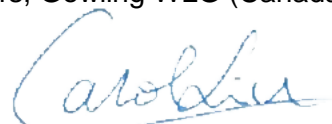
1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property legally described in PIN 00148-0095 (LT) and municipally known as 150 Oakwood Street, Ingersoll, Ontario (the "**Oakwood Property**").
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated July 6, 2022 executed by 150 Oakwood Street Holdings Inc.;
 - (b) Charge/Mortgage of Land in the amount of \$5,700,000.00 registered against the Oakwood Property on July 12, 2022 as Instrument No. CO266537, PIN 00148-0095 (LT);
 - (c) Assignment of Rents executed by 150 Oakwood Street Holdings Inc. dated July 8, 2022, registered against the Oakwood Property July 12, 2022 as Instrument No. CO266538, PIN 00148-0095 (LT).
3. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per:



Carol Liu

*Indebtedness includes \$1,037,984.48 owing as a guarantor of Tyson Trucking Group Ltd. in connection with lease facilities, auto loan facility and RCAP lease facility to RBC and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* dated November 15, 2024.

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(SAINI@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Gurbinder Saini
3728 Gee Crescent
Regina, SK S4V 3P1

Dear Sir:

Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated July 6, 2022, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada


T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Gurjeet Bhullar
33 Bachelor Street
Brampton, ON L7A 5B1

Dear Sir:

Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated July 6, 2022, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(BAJWA@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Harpreet Singh Bajwa
118 Oak Ave.
Paris, ON N3L 0J6

Dear Sir:

Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated July 6, 2022, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

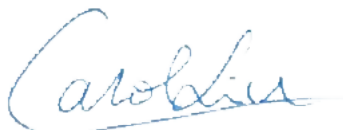
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP

A handwritten signature in blue ink, appearing to read "Carol Liu", is positioned above the printed name.

Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
[\(NAVJOT@TYSONGROUP.CA\)](mailto:NAVJOT@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Navjot Singh
179 Langlaw Drive
Cambridge, ON N1P 1E8

Dear Sir:

Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated July 6, 2022, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O'Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL

**GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)**

Tyson Investment Holdings Inc.

33 Bachelor Street
Brampton, ON L7A 5B1

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

**Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the
"Borrower")**

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, Tyson Trucking Group Ltd. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

**VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)**

TO: TYSON INVESTMENT HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:


1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated January 18, 2024 executed by Tyson Investment Holdings Inc.
3. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per:



Carol Liu

*Indebtedness includes \$1,037,984.48 owing as a guarantor of Tyson Trucking Group Ltd. in connection with lease facilities, auto loan facility and RCAP lease facility to RBC and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated November 15, 2024.

June 2, 2025

Personal & Confidential

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)

Tyson Trucking Group Ltd. 33 Bachelor Street Brampton, ON L7A 5B1	Tyson Trucking Group Ltd. 320 Great Plains Road, Unit # 13 Emerald Park, Saskatchewan S4L 0B8
--	--

Attention: Gurjeet Singh Bhullar and Harpreet Bajwa

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and 150 Oakwood Street Holdings Inc. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, Tyson Trucking Group Ltd. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated July 6, 2022, limited to the sum of \$3,575,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in respect of a term loan in the amount of \$3,298,264.47, comprising principal in the amount of \$3,289,544.93 and accrued interest to and including May 22, 2025 in the amount of \$8,719.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate, plus 7.39% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$581.30.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

**VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)**

TO: TYSON TRUCKING GROUP LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
2. all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
3. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated June 4, 2021 executed by Tyson Trucking Group Ltd. under its previous corporate name, Bhullar Jatt Transport Ltd.;
 - (b) Master Lease Agreement dated August 3, 2022 executed by Tyson Trucking Group Ltd.; and
 - (c) Leasing Schedule (Lessee # 571445618 – Lease # 201000069134) dated August 3, 2022.
4. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
5. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per: _____


Carol Liu

*Indebtedness includes \$1,037,984.48 owing as a primary debtor in connection with lease facilities, auto loan facility and RCAP lease facility to RBC and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated November 15, 2024.

June 2, 2025

Personal & Confidential

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL

**(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)**

150 Oakwood Street Holdings Inc. 2592 Burslem Rd. Mississauga, ON L5A 2R6	150 Oakwood Street Holdings Inc. 33 Bachelor Street Brampton, ON L7A 5B1
--	---

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, 150 Oakwood Street Holdings Inc. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2023, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)

TO: 150 OAKWOOD STREET HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:

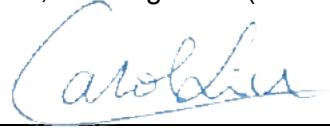
1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property legally described in PIN 00148-0095 (LT) and municipally known as 150 Oakwood Street, Ingersoll, Ontario (the "**Oakwood Property**").
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated July 6, 2022 executed by 150 Oakwood Street Holdings Inc.;
 - (b) Charge/Mortgage of Land in the amount of \$5,700,000.00 registered against the Oakwood Property on July 12, 2022 as Instrument No. CO266537, PIN 00148-0095 (LT);
 - (c) Assignment of Rents executed by 150 Oakwood Street Holdings Inc. dated July 8, 2022, registered against the Oakwood Property July 12, 2022 as Instrument No. CO266538, PIN 00148-0095 (LT).
3. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per:



Carol Liu

*Indebtedness includes \$3,298,264.47 as primary debtor in connection with a term facility and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated November 15, 2024.

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(SAINI@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Gurbinder Saini
3728 Gee Crescent
Regina, SK S4V 3P1

Dear Sir:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
68528965\1

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Gurjeet Bhullar
33 Bachelor Street
Brampton, ON L7A 5B1

Dear Sir:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
68528966\1

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.


In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(BAJWA@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Harpreet Singh Bajwa
118 Oak Ave.
Paris, ON N3L 0J6

Dear Sir:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
68528967/1

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
[\(NAVJOT@TYSONGROUP.CA\)](mailto:NAVJOT@TYSONGROUP.CA)

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

Navjot Singh
179 Langlaw Drive
Cambridge, ON N1P 1E8

Dear Sir:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 12, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at November 14, 2024, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada
68528968\1

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.


In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

June 2, 2025

PERSONAL & CONFIDENTIAL

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL

**(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)**

Tyson Investment Holdings Inc.

33 Bachelor Street
Brampton, ON L7A 5B1

Attention: Gurjeet Bhullar, Navjot Singh, Harpreet Bajwa and Gurbinder Saini

Dear Sirs:

Re: Royal Bank of Canada (“Bank”) and Tyson Trucking Group Ltd. (the “Borrower”)

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

As you are aware, Tyson Investment Holdings Inc. guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Bank or remaining unpaid by the Borrower to the Bank under a guarantee and postponement of claim dated January 18, 2024, limited to the sum of \$4,380,000.00.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **June 12, 2025** of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

**VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; NAVJOT@TYSONGROUP.CA;
BAJWA@TYSONGROUP.CA; SAINI@TYSONGROUP.CA)**

TO: TYSON INVESTMENT HOLDINGS INC., an insolvent person

TAKE NOTICE THAT:

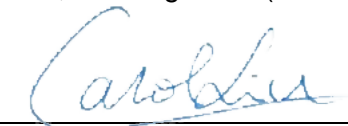
1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated January 18, 2024 executed by Tyson Investment Holdings Inc.
3. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per:



Carol Liu

*Indebtedness includes \$3,298,264.47 owing as a guarantor of the debts, liabilities and obligations of 150 Oakwood Street Holdings Inc. to RBC and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated November 15, 2024.

June 2, 2025

Personal & Confidential

Carol Liu
Direct +1 416 862 4300
Carol.Liu@gowlingwlg.com

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)

Tyson Trucking Group Ltd. 33 Bachelor Street Brampton, ON L7A 5B1	Tyson Trucking Group Ltd. 320 Great Plains Road, Unit # 13 Emerald Park, Saskatchewan S4L 0B8
--	--

Attention: Gurjeet Singh Bhullar and Harpreet Bajwa

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Tyson Trucking Group Ltd. (the "Borrower")

We have been retained by the Bank in respect of the indebtedness owing to it by the Borrower.

We refer you to the following agreements between the Bank and the Borrower:

- A. a credit facilities agreement dated January 18, 2024 (the "**Credit Agreement**");
- B. a conditional sales contract dated July 29, 2022, a conditional sales contract dated January 16, 2023, and a conditional sales contract February 21, 2023 (collectively, the "**Auto Loan Agreement**");
- C. an RCAP Leasing Agreement dated September 12, 2023 (the "**RCAP Lease**"); and
- D. a Master Lease Agreement dated August 3, 2022 (the "**Master Lease Agreement**"), together with Leasing Schedule # 201000069134 dated August 3, 2022, signed by the Borrower. The Master Lease Agreement and Leasing Schedule # 201000069134 are collectively the "**Lease Agreement**".

As you are no doubt aware, the Bank issued payment demand and a notice of intention to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**BIA Notice**") against the Borrower in connection with a revolving demand facility and a Visa facility on November 15, 2024.

As you are also aware, after the payment demand and the BIA Notice expired on November 25, 2024, and the indebtedness remained outstanding, the Bank and the Borrower, among other parties, entered into a forbearance agreement effective December 4, 2024, as extended by a forbearance extension agreement effective March 24, 2025 (collectively the "**Forbearance Agreement**"), which required the Borrower to repay all indebtedness owing to RBC under the Credit Agreement, the Auto Loan Agreement, the RCAP Lease and the Lease Agreement by no later than May 16, 2025.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

Further, we have been advised by the Bank that the lease facility no. 20100072592 has fallen into arrears due to the Borrower's failure to pay the monthly lease payment due in April 2025.

The Forbearance Period (as defined in the Forbearance Agreement) has ended, and the Borrower has not repaid the indebtedness. The failure by the Borrower to pay any principal, interest or other amount when due constitutes an event of default under the Credit Agreement and the Forbearance Agreement, entitling the Bank to make demand for the immediate payment of amounts expressed below.

We have been advised by the Bank that as at May 22, 2025, the Borrower is indebted to it in the following amounts:

1. in respect of lease facility no. 20100069134 in the amount of \$35,421.93, comprising principal in the amount of \$31,346.84 and HST in the amount of \$4,075.09;
2. in respect of lease facility no. 20100069136 in the amount of \$45,840.15;
3. in respect of lease facility no. 20100071779 in the amount of \$180,268.16;
4. in respect of lease facility no. 20100072592 in the amount of \$421,318.14, comprising principal in the amount of \$408,926.43 and arrears in the amount of \$13,391.71;
5. in respect of the auto finance term loan facility in the amount of \$102,008.67 comprising principal in the amount of \$101,870.77 and accrued interest to and including May 22, 2025 in the amount of \$137.90. The per diem amount on the aforesaid principal amount is \$15.32; and
6. in respect of the RCAP lease facility in the amount of \$253,127.43 comprising principal in the amount of \$200,834.52, accrued interest to and including May 22, 2025 in the amount of \$26,184.42 and HST in the amount of \$26,108.49.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Borrower expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Borrower for payment by no later than **June 12, 2025** of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Borrower is liable for to the Bank in accordance with the security delivered by the Borrower to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Borrower to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Borrower.

We further advise the Borrower that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 12, 2025 without further notice to the Borrower if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any

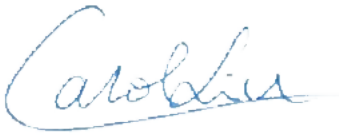
obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

Gowling WLG (Canada) LLP



Carol Liu
CL
Encl.

cc: Royal Bank of Canada
Attn: Philip O’Gorman, Senior Manager, Group Risk Management

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL

**VIA REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(GBHULLAR@TYSONGROUP.CA; BAJWA@TYSONGROUP.CA)**

TO: TYSON TRUCKING GROUP LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated June 4, 2021 executed by Tyson Trucking Group Ltd. under its previous corporate name, Bhullar Jatt Transport Ltd.;
 - (b) General Security Agreement dated December 10, 2024 executed by Tyson Trucking Group Ltd.;
 - (c) Master Lease Agreement dated August 3, 2022 executed by Tyson Trucking Group Ltd.; and
 - (d) Leasing Schedule (Lessee # 571445618 - Lease # 201000069134) dated August 3, 2022.
3. The total amount of indebtedness secured by the security as at May 22, 2025 is \$5,743,117.28*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 2nd day of June, 2025.

ROYAL BANK OF CANADA

by its solicitors, Gowling WLG (Canada) LLP

Per:



Carol Liu

*Indebtedness includes \$3,298,264.47 as a guarantor of 150 Oakwood Street Holdings Inc. in connection with a term facility and \$1,406,868.33 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated November 15, 2024.

This is Exhibit "T" 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)

CAROL LIU

Oladosu, Emily

From: Mark Simon <mark@mcdonaldsimon.com>
Sent: 22 May 2025 09:02
To: Liu, Carol
Cc: Moses, Rachel; philip.ogorman@rbc.com
Subject: Re: FW: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al
Attachments: signed commitment (1).pdf

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning Carol,

I was able to speak with my clients this morning. The update on the closing of the sale of the property is that the buyer is taking longer than expected to line up his financing. My clients were concerned about the delay, so they looked at possible debt consolidation options. Last week, they were able to obtain a commitment letter for a private mortgage that will be available to them in the event that the transaction doesn't close. The closing date for the private mortgage is June 30, 2025 (please see attached). I only found out about this last night, and apologize that I wasn't able to get the information to you sooner.

The private mortgage was arranged through Spergel (insolvency trustees and debt consolidation folks). I believe someone from their office has, or will attempt to reach out to Philip to let him know what the situation is from their end. I have asked for the contact information of the individuals from Spergel so I can provide an alternate means of contact as well.

My understanding is that if the sale of the building does not close for some reason before June 30, then the private mortgage will go through to facilitate repayment of debts.

I don't know if that timeframe is acceptable to your client or not, but I assume that the time involved in the application process will be longer than that. I am also not totally sure of the information that Spergel has and if it is any better than what I am able to provide at the moment.

Let me know if the pending refinance changes anything, or if your client is still intent on proceeding with the application. If the application is moving forward, I will likely have to refer the file out to litigation counsel.

I apologize if I am not particularly available today, as I am in the final stages of a substantial share purchase transaction. If you contact me by email I will do my best to respond expediently.

Sincerely,

Mark

On Wed, May 21, 2025 at 4:24 PM Mark Simon <mark@mcdonaldsimon.com> wrote:
Hi Carol,

I have passed your message on regarding the vehicles, and I am seeking instructions regarding the application.

Sincerely,

Mark

On Wed, May 21, 2025 at 3:58 PM Liu, Carol <Carol.Liu@gowlingwlg.com> wrote:

Hello again,

Further to my email below, the Bank advised us that your clients, Gurjeet, Navjot and Bajwa (on behalf of the Borrower) have requested current amounts owing under Lease Schedule # 20100069136, via emails to the Bank's Leasing group sent over the past month or so. Please remind your clients that if they end up selling the vehicles leased under Lease Schedule # 20100069136, the Bank expects to receive the full net sales proceeds. If there are any surpluses after Lease Schedule # 20100069136 is paid off and closed, then the surplus will be applied to permanently reduce the remaining Indebtedness. If there are any shortfalls, then your clients will continue to be liable for the shortfalls which form part of the Indebtedness.

In the interim, the Bank continues to reserve its rights and remedies against the Credit Parties.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



From: Liu, Carol
Sent: May 21, 2025 11:29 AM
To: Mark Simon <mark@mcdonaldsimon.com>
Cc: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>; philip.ogorman@rbc.com
Subject: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

Hello Mark,

As you know, we are counsel to the Bank in connection with the indebtedness owing by your clients, the Credit Parties. We previously practiced at Fogler, Rubinoff LLP and are now practicing at Gowling WLG (Canada) LLP. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the forbearance agreement dated December 4, 2024 and the forbearance extension agreement dated March 24, 2025, attached (collectively the “**Forbearance Agreements**”).

Your clients, the Credit Parties, have committed multiple defaults under the Credit Agreements, the forbearance agreement dated December 4, 2024 and the forbearance extension agreement dated March 24, 2025 (collectively the “**Defaults**”). The most significant among the Defaults is your clients’ failure to repay the Indebtedness in full by May 16, 2025. The Defaults continue to date. As such, the Bank has instructed us to bring an application to enforce the executed Consent to Judgment and Consent to Receiver against the Credit Parties, pursuant to sections 11.01(f) and (g) of the Forbearance Agreements.

Will you please confirm whether you have instructions to accept, on behalf of the Credit Parties, (i) delivery of a formal Notice of Default which will set out the Defaults in detail and (ii) service of the receivership application materials?

In the interim, the Bank continues to reserve its rights and remedies against the Credit Parties.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

The information in this email is intended only for the named recipient and may be privileged or confidential. If you are not the intended recipient please notify us immediately and do not copy, distribute or take action based on this email. If this email is marked 'personal' Gowling WLG is not liable in any way for its content. E-mails are susceptible to alteration. Gowling WLG shall not be liable for the message if altered, changed or falsified.

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal.

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original

transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

Oladosu, Emily

From: Mark Simon <mark@mcdonaldsimon.com>
Sent: 25 June 2025 11:46
To: Liu, Carol
Cc: Moses, Rachel; philip.ogorman@rbc.com
Subject: Re: FW: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

Follow Up Flag: Follow up
Flag Status: Completed

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Carol,

I heard you called my office asking about service. I apologize but I am in meetings until about 3:00 today.

I will confirm with my client whether I can accept service and let you know asap. If an application commences, I will refer the matter out to litigation counsel as that is beyond the scope of my practice, but I may be able to facilitate the starting process if things move in that direction.

To respond to your email from yesterday afternoon:

1. We don't have a finalized date for the closing of the two loans but we would set it for July 31st or earlier.
2. Tyson Trucking and the other parties have asked me to act for them on the loans if they move forward.
- 3 & 4 The loans are in their due diligence phase and are expected to be firmed up in the middle of next week after the holiday, at which time they would be sent to counsel for me to work with towards closing.

The main issue that we're running into from our end is that we're in a bit of a Catch 22 situation in terms of firming up the loans and whether or not the receivership application is proceeding prior to the date on which the refinancing would close. If my client firms up the loans, as you likely noticed, it will need to provide deposits. If the receivership application moves forward anyway, they have used funds for those deposits that would otherwise be recoverable in the receivership process. However, it seems like we won't have a plan to address payout unless my client first firms up the loans. We're happy to take input from you on this point.

I can try giving you a call around 3:00 if responding by email doesn't work.

Sincerely,

Mark

On Tue, Jun 24, 2025 at 2:15 PM Liu, Carol <Carol.Liu@gowlingwlg.com> wrote:

Hello Mark,

I just gave you a call at 2 but was told you are in a meeting until 3. We need more details before taking this to the Bank for instructions. Can you please advise:

1. You said the parties want both transactions to close at once, what date will that be?
2. Are you acting for Tyson Trucking Group Ltd. et al on both the Pathward transaction and the Phoenix Mortgage transaction?
3. Who are the lawyers acting for Pathward and for Phoenix Mortgage in the respective transactions?
4. Are both the Pathward transaction and the Phoenix Mortgage transaction firm, with all conditions precedent to closing waived? If so, please provide evidence in writing.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



From: Mark Simon <mark@mcdonaldsimon.com>
Sent: June 24, 2025 12:34 PM
To: Liu, Carol <Carol.Liu@ca.gowlingwlg.com>
Cc: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>; philip.ogorman@rbc.com
Subject: Re: FW: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Carol,

I received the attached documentation from my client. The objective is to close these two transactions, one being a refinance of the real property, the other being secured by way of general security agreement. This should provide sufficient funds to pay out all of the RBC debts. I believe the objective would be to complete all of the transactions at once in order to arrange for the discharge of the mortgage in tandem with its payout (as well as the cross collateralized debts - and any other amounts owing to RBC).

The ask would be to be provided with sufficient time to complete this refinance.

Sincerely,

Mark

On Mon, Jun 16, 2025 at 1:55 PM Liu, Carol <Carol.Liu@gowlingwlg.com> wrote:

Hi Mark,

Further to the call between you, me and Rachel this morning, I confirm that we advised you RBC's position is not to release or discharge any security without a clear repayment plan that addresses all indebtedness owing to RBC, including all amounts owing under the lease. You confirmed that you will send us a copy of the signed commitment letter and get instructions on whether your clients have a proposal for repaying the lease indebtedness. RBC will not deal with security discharges piecemeal in the absence of a holistic proposal that addresses all indebtedness.

In the interim, RBC continues to reserve its rights and remedies against your clients and will continue to move forward with bringing a receivership, relying on the consent executed as part of the original forbearance agreement dated in November 2024.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



From: Mark Simon <mark@mcdonaldsimon.com>

Sent: June 16, 2025 9:28 AM

To: Liu, Carol <Carol.Liu@ca.gowlingwlg.com>

Cc: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>; philip.ogorman@rbc.com

Subject: Re: FW: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning Carol,

Just following up on my email from last week.

Sincerely,

Mark

On Wed, Jun 11, 2025 at 9:54 AM Mark Simon <mark@mcdonaldsimon.com> wrote:

Hi Carol,

I received word that Tyson Trucking is looking to complete the refinance. It appears, however, that the total funds from the refinance won't specifically cover the liens against the equipment, but will be able to pay out all debt registered against the real property. I'm assuming the debts are linked, meaning that if any of them are in default, the registered charge won't have to be lifted until they are all paid out (I could be wrong as I would need to still review all of the loan documentation on this point). Since I assume your client would want to receive the payment of a substantial portion of the debt owing, is it possible to arrange for the discharge of the charge on title to the real property when that portion of the debt is paid out? We won't be able to complete the refinance otherwise.

Sincerely,

Mark

On Thu, May 22, 2025 at 10:42 AM Liu, Carol <Carol.Liu@gowlingwlg.com> wrote:

Thanks Mark. Yes, we also just learned about the commitment letter for this private mortgage from Spergel. The Bank's instructions are to prepare receivership materials and secure a hearing date. If full repayment happens before the hearing date, then we can advise the court accordingly. There is no reason for the Bank to hold up pursuing its remedies by court proceedings at this point. We are aiming to book the earliest available hearing date in the Brampton court in early July, and serve the application materials by early June if not sooner.

If litigation counsel is retained, please provide their details so we can add them to the service list.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



From: Mark Simon <mark@mcdonaldsimon.com>
Sent: May 22, 2025 9:02 AM
To: Liu, Carol <Carol.Liu@ca.gowlingwlg.com>
Cc: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>; philip.ogorman@rbc.com
Subject: Re: FW: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning Carol,

I was able to speak with my clients this morning. The update on the closing of the sale of the property is that the buyer is taking longer than expected to line up his financing. My clients were concerned about the delay, so they looked at possible debt consolidation options. Last week, they were able to obtain a commitment letter for a private mortgage that will be available to them in the event that the transaction doesn't close. The closing date for the private mortgage is June 30, 2025 (please see attached). I only found out about this last night, and apologize that I wasn't able to get the information to you sooner.

The private mortgage was arranged through Spergel (insolvency trustees and debt consolidation folks). I believe someone from their office has, or will attempt to reach out to Philip to let him know what the situation is from their end. I have asked for the contact information of the individuals from Spergel so I can provide an alternate means of contact as well.

My understanding is that if the sale of the building does not close for some reason before June 30, then the private mortgage will go through to facilitate repayment of debts.

I don't know if that timeframe is acceptable to your client or not, but I assume that the time involved in the application process will be longer than that. I am also not totally sure of the information that Spergel has and if it is any better than what I am able to provide at the moment.

Let me know if the pending refinance changes anything, or if your client is still intent on proceeding with the application. If the application is moving forward, I will likely have to refer the file out to litigation counsel.

I apologize if I am not particularly available today, as I am in the final stages of a substantial share purchase transaction. If you contact me by email I will do my best to respond expediently.

Sincerely,

Mark

On Wed, May 21, 2025 at 4:24 PM Mark Simon <mark@mcdonaldsimon.com> wrote:

Hi Carol,

I have passed your message on regarding the vehicles, and I am seeking instructions regarding the application.

Sincerely,

Mark

On Wed, May 21, 2025 at 3:58 PM Liu, Carol <Carol.Liu@gowlingwlg.com> wrote:

Hello again,

Further to my email below, the Bank advised us that your clients, Gurjeet, Navjot and Bajwa (on behalf of the Borrower) have requested current amounts owing under Lease Schedule # 20100069136, via emails to the Bank's Leasing group sent over the past month or so. Please remind your clients that if they end up selling the vehicles leased under Lease Schedule # 20100069136, the Bank expects to receive the full net sales proceeds. If there are any surpluses after Lease Schedule # 20100069136 is paid off and closed, then the surplus will be applied to permanently reduce the remaining Indebtedness. If there are any shortfalls, then your clients will continue to be liable for the shortfalls which form part of the Indebtedness.

In the interim, the Bank continues to reserve its rights and remedies against the Credit Parties.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



From: Liu, Carol
Sent: May 21, 2025 11:29 AM
To: Mark Simon <mark@mcdonaldsimon.com>
Cc: Moses, Rachel <Rachel.Moses@ca.gowlingwlg.com>; philip.ogorman@rbc.com
Subject: Royal Bank of Canada / Tyson Trucking Group Ltd. and 150 Oakwood Street Holdings Inc. et al

Hello Mark,

As you know, we are counsel to the Bank in connection with the indebtedness owing by your clients, the Credit Parties. We previously practiced at Fogler, Rubinoff LLP and are now practicing at Gowling WLG (Canada) LLP. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the forbearance agreement dated December 4, 2024 and the forbearance extension agreement dated March 24, 2025, attached (collectively the “**Forbearance Agreements**”).

Your clients, the Credit Parties, have committed multiple defaults under the Credit Agreements, the forbearance agreement dated December 4, 2024 and the forbearance extension agreement dated March 24, 2025 (collectively the “**Defaults**”). The most significant among the Defaults is your clients’ failure to repay the Indebtedness in full by May 16, 2025. The Defaults continue to date. As such, the Bank has instructed us to bring an application to enforce the executed Consent to Judgment and Consent to Receiver against the Credit Parties, pursuant to sections 11.01(f) and (g) of the Forbearance Agreements.

Will you please confirm whether you have instructions to accept, on behalf of the Credit Parties, (i) delivery of a formal Notice of Default which will set out the Defaults in detail and (ii) service of the receivership application materials?

In the interim, the Bank continues to reserve its rights and remedies against the Credit Parties.

Carol Liu
Associate
T +1 416 862 4300
carol.liu@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada



gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

The information in this email is intended only for the named recipient and may be privileged or confidential. If you are not the intended recipient please notify us immediately and do not copy, distribute or take action based on this email. If this email is marked 'personal' Gowling WLG is not liable in any way for its content. E-mails are susceptible to alteration. Gowling WLG shall not be liable for the message if altered, changed or falsified.

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal.

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

--

Mark E. Simon*

McDonald Simon LLP

*Practicing through M.E.S. Law Professional Corporation

258 Ontario St.

Stratford ON N5A 3H5

519-273-2734

This email is privileged and may contain confidential information intended only for the person(s) to whom it is addressed. Any other distribution, copying, or disclosure is strictly prohibited. If you receive this email in error, please notify me immediately by telephone or email and delete the original transmission from your computer without making a copy. Email is not necessarily a secure medium. Unless you advise me to the contrary, by accepting communications that contain your personal information, you are deemed to provide your consent to my transmission of the content of the message in this manner. If you do not wish to communicate with me via e-mail, please contact me at the telephone number noted above.

This is Exhibit "U" 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)

CAROL LIU

From: Cao, Kinsey <Kinsey.Cao@meridianonecap.ca>
Sent: Thursday, July 3, 2025 11:39 AM
To: accounts@tysongroup.ca; EFSC Customer Service-Leasing <efscservice@rbc.com>
Subject: 717454 NOI

[External]

Hi all,
Please see attached NOI.

Kinsey Cao
Lease Documentation Specialist
Meridian OneCap™



This email and any files transmitted within it may be privileged and/or confidential. If you are not the intended recipient, do not disseminate, disclose or copy this email. Instead, please notify the sender of their mistake and delete this email from your system. Meridian OneCap Corporation will never ask you for personal information, including passwords in an email.

Confidential

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

July 03, 2025

NOTICE PURSUANT TO SECTION 63 (4) OF THE PERSONAL PROPERTY SECURITY ACT

TO: those persons set forth on Schedule "A" annexed hereto

TAKE NOTICE that default has been made in the payment of monies secured under the agreement dated July 01, 2024 made between TYSON TRUCKING GROUP LTD., and Meridian OneCap Credit Corp. (formerly Roynat Lease Finance) in respect of which a financing statement was registered under the Personal Property Security Act on .

The collateral covered by the agreement # **717454** is:

TRAILER 2023 2023 HYUNDAI COMPOSITE 53' HEATER TRAILER 3H3V532K8PS058337

AND TAKE NOTICE that Meridian OneCap intends to dispose of the collateral unless redeemed.

1. The amount required to satisfy the obligations secured by the agreement as of July 03, 2025 is the sum of \$256,858.01 comprising principal, interest, and all applicable taxes, together with additional interest at the rate of 24% per annum calculated from the date hereof to the date of the actual payment.
2. The estimated expenses of Meridian OneCap in taking, holding, preparing for disposition and disposing of the collateral is \$25,000.00.
3. Upon receipt of payment, the payer will be credited with any rebates or allowances to which you may be entitled.
4. Meridian OneCap hereby gives you notice that upon payment of the amounts due as above-described together with additional interest accrued and expenses actually incurred to the date of payment you may redeem the collateral.
5. Unless payment of the amounts described is received on or before July 24, 2025, Meridian OneCap will dispose of the collateral by private sale, public tender or public auction and you as well as any other person liable for payment of the obligations secured will be liable for any deficiency.

This notice is given to you because you have an interest in the Collateral and you may be entitled to redeem the same.

Dated at Toronto, On, July 03, 2025.

Meridian OneCap Credit Corp.

Per:

Sandra Spencer, Late Stage Collector
Telephone: 416-227-2258
Email: sandra.spencer@meridianonecap.ca

**NOTICE PURSUANT TO SECTION 63 (4) OF THE
PERSONAL PROPERTY SECURITY ACT
SCHEDULE A
LEASE NO.: 717454**

TYSON TRUCKING GROUP LTD.
13- 320 GREAT PLAINS RD
EMERALD PARK, SK S4L 0B8

**DE LAGE LANDEN FINANCIAL SERVICES
CANADA INC.**
3450 Superior Court, Unit 1
Oakville, Ontario, L6L0C4

VFS CANADA INC.
238 WELLINGTON ST. E. 3RD FLR.
AURORA, Ontario, L4G1J5

**COAST CAPITAL EQUIPMENT FINANCE
LTD**
800-9900 KING GEORGE BLVD.,
SURREY, British Columbia, V3T0K7

**MITSUBISHI HC CAPITAL CANADA
LEASING, INC.**
301-3390 SOUTH SERVICE RD.,
BURLINGTON, Ontario, L7N3J5

**DAIMLER TRUCK FINANCIAL SERVICES
CANADA
CORPORATION**
2680 Matheson Blvd. E. Ste 202,
Mississauga, Ontario, L4W0A5

**PNC VENDOR FINANCE CORPORATION
CANADA**
2-4145 NORTH SERVICE ROAD,
BURLINGTON, Ontario, L7L6A3

ROYAL BANK OF CANADA
5575 NORTH SERVICE RD,STE 300,
BURLINGTON, Ontario, L7L6M1

**TPINE LEASING CAPITAL
CORPORATION**
6050 Dixie Road, Mississauga, Ontario,
L5T1A6

CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE, WINNIPEG,
Manitoba, R3T1L9

ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR,
TORONTO, Ontario, M2P0A4

ROYAL BANK OF CANADA
Applicant

-and- **TYSON TRUCKING GROUP LTD. et al.**
Respondents

Court File No. CV-25-00003710-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

AFFIDAVIT OF PHILIP O'GORMAN

GOWLING WLG (CANADA) LLP

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

Rachel Moses (LSO# 42081V)

rachel.moses@gowlingwlg.com

Tel: 416-864-3630

Carol Liu (LSO# 84938G)

carol.liu@gowlingwlg.com

Tel: 416-862-4300

Lawyers for the Applicant, Royal Bank of Canada

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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

CONSENT

MSI SPERGEL INC. hereby agrees to act as Receiver in the above-noted matter

Dated at Toronto, Ontario this 10th day of July, 2025.

msi Spergel Inc., solely in its capacity as
Receiver and not in its personal capacity

Per:



Name: Mukul Manchanda

I have authority to bind the Corporation.

ROYAL BANK OF CANADA
Applicant

-and-

TYSON TRUCKING GROUP LTD. et al.
Respondents
Court File No. CV-25-00003710-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

CONSENT

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

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____ DAY, THE ____
JUSTICE) DAY OF _____, 2025

B E T W E E N:

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

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Royal Bank of Canada ("**RBC**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver (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**") acquired for, or used in relation to a business carried on by the Debtors, including the real property municipally known as 150 Oakwood Street, Ingersoll, Ontario and legally described in PIN

00148-0095 (LT) was heard this day via Zoom videoconference at 7755 Hurontario Street, Brampton, Ontario.

ON READING the Affidavit of Philip O’Gorman sworn July 9, 2025 and on reading the Factum of RBC dated [INSERT], 2025, and on hearing the submissions of counsel for RBC, no one appearing for the Debtors although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of msi Spergel inc. to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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;
- (e) 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,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers

thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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 Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE 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 Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

PIPEDA

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.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass 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 Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://www.spergelcorporate.ca/engagements/>>’.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' 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

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that RBC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of RBC's security or, if not so provided by RBC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of 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**"), 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 (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number CV-25-00003710-0000 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2025.

**MSI SPERGEL INC., solely in its capacity
as Receiver of the Property, and not in
its personal capacity**

Per: _____

Name: Mukul Manchanda, CPA,
CIRP, LIT

Title: Managing Partner, Corporate
Restructuring & Insolvency

ROYAL BANK OF CANADA
Applicant

-and- **TYSON TRUCKING GROUP LTD.**
Respondents

Court File No. CV-25-00003710-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

ORDER

GOWLING WLG (CANADA) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
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

TAB 5

Court File No. — CV-25-00003710-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
~~COMMERCIAL LIST~~

THE HONOURABLE) ~~WEEKDAY~~ ~~DAY~~, THE
JUSTICE) #
) DAY OF ~~MONTH~~ ,
~~20YR~~ 2025

~~PLAINTIFF~~¹

Plaintiff

-

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and—

~~DEFENDANT~~

Defendant

ORDER
(~~appointing Receiver~~)

~~THIS MOTION made by~~

¹ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

**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 ~~Plaintiff² 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

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Royal Bank of Canada ("**RBC**"), ~~for an Order~~
~~pursuant to section 243(1) of the~~ *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as
amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43,
as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~msi Spergel inc. as receiver ~~[and~~
~~manager]~~ (in such capacities, the "**Receiver**") without security, of all of the assets,
undertakings and properties of ~~[DEBTOR'S NAME]~~ ~~(Tyson Trucking Group Ltd. formerly~~
~~named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc. and Tyson~~
~~Investment Holdings Inc. (collectively, the "Debtor~~**Debtors**~~")~~ acquired for, or used in
relation to a business carried on by the ~~Debtor,~~Debtors, including the real property
municipally known as 150 Oakwood Street, Ingersoll, Ontario and legally described in PIN
00148-0095 (LT) was heard this day ~~at 330 University Avenue, Toronto~~via Zoom
videoconference at 7755 Hurontario Street, Brampton, Ontario.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Philip O'Gorman sworn ~~[DATE]~~July
9, 2025 and on reading the ~~Exhibits thereto~~Factum of RBC dated [INSERT], 2025, and on
hearing the submissions of counsel for ~~[NAMES]~~RBC, no one appearing for ~~[NAME]~~the
Debtors although duly served as appears from the affidavit of service of [NAME] sworn
[DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~msi Spergel inc. to act as the
Receiver, filed,

SERVICE

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including the Real Property and including 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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

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

- (c) to manage, operate, and carry on the business of the ~~Debtor~~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 ~~Debtor~~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;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have~~

authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario ~~*Mortgages*~~*Mortgage* Act, as the case may be,⁵ shall not be required; ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

~~on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~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 Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~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 ~~Debtor~~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~~Debtors's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~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 ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor~~Debtors's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's 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.⁶

20. ~~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.

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such

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

amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. ~~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.

24. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu*

basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/> https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_I_II_The_E-Service_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://www.spergelcorporate.ca/engagements/>>’.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor~~ Debtors's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~ 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

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~ Debtors.

30. ~~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.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ **THIS COURT ORDERS** that ~~the Plaintiff~~ RBC shall have its costs of this ~~motion~~ application, up to and including entry and service of this Order, provided for by the terms of ~~the Plaintiff~~ RBC's security or, if not so provided by ~~the Plaintiff~~ RBC's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor~~ Debtors's estate with such priority and at such time as this Court may determine.

33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Tyson Trucking Group Ltd. formerly named Bhullar Jatt Transport Ltd., 150 Oakwood Street Holdings Inc. and Tyson Investment Holdings Inc. (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the ~~Debtor~~ 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 number ~~—CV-CL—~~ 25-00003710-0000 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, ~~20~~2025.

~~[RECEIVER'S NAME]~~ **MSI SPERGEL INC.**,
solely in its capacity as Receiver of the
Property, and not in its personal capacity

Per: _____

Name: Mukul Manchanda, CPA,
CIRP, LIT
Title: Managing Partner, Corporate
Restructuring & Insolvency

ROYAL BANK OF CANADA
Applicant

-and-

TYSON TRUCKING GROUP LTD.
Respondents

Court File No. CV-25-00003710-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

ORDER

GOWLING WLG (CANADA) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
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

Document comparison by Workshare Compare on 11 July 2025 13:12:08

Input:	
Document 1 ID	file:///torfil01/Shared/Heather Haddon Fara Shared Drive/Model Orders/RECEIVERSHIP MODEL ORDER.doc
Description	RECEIVERSHIP MODEL ORDER
Document 2 ID	file:///torfil01/Shared/Heather Haddon Fara Shared Drive/RBC - Tyson Trucking/Application Record/Draft Order Appointing Receiver.doc
Description	Draft Order Appointing Receiver
Rendering set	Emily's Rendering Set

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	140
Deletions	133
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	275

ROYAL BANK OF CANADA
Applicant

-and-

TYSON TRUCKING GROUP LTD. et al.
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