Court File No.: CV-25-00001464-0000

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

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

APPLICATION RECORD – VOLUME II OF II (RETURNABLE APRIL 8, 2025)

March 20, 2025

AIRD & BERLIS LLP

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

Sanjeev P. R. Mitra (LSO No. 37934U) Tel: (416) 865-3085 Email: smitra@airdberlis.com

Jeremy Nemers (LSO No. 66410Q) Tel: (416) 865-7724 Email: jnemers@airdberlis.com

Calvin Horsten (LSO No. 90418I) Tel: (416) 865-3077 Email: <u>chorsten@airdberlis.com</u>

Lawyers for Royal Bank of Canada

TO: SERVICE LIST

Court File No.: CV-25-00001464-0000

ONTARIO SUPERIOR COURT OF JUSTICE

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- 1. Notice of Application
- 2. Draft Order
- 3. Blackline to the Model Order
- 4. Affidavit of Mark Arnold sworn March 18, 2025

Exhibits

- A Corporate Profile Reports for the Debtors
- B Historical and Current Parcel Registers for the Real Property
- C Transportation Credit Agreements
- D Mayfield Credit Agreements
- E Investment Credit Agreement
- F Guarantees

- 2
- G Mortgage
- H Assignment of Rents
- I General Security Agreements

VOLUME II OF II

- J Certified PPSA Search Results for the Debtors
- K Demand Letters and BIA Notices
- L Email Exchange with Debtors' Original Counsel
- M Email Exchange Regarding Forbearance Terms
- N Forbearance Agreement including Consents to Receivership
- O Intervening Events Email Exchange
- P Property Tax Certificate for the Real Property dated February 13, 2025
- Q Consent to Act as Receiver of msi Spergel inc.
- 5. Service List

This is Exhibit "J" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : FALCON XPRESS TRANSPORTATION GROUP INC.

FILE CURRENCY : 05MAR 2025

ENQUIRY NUMBER 20250306123902.67 CONTAINS 84 PAGE(S), 17 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.

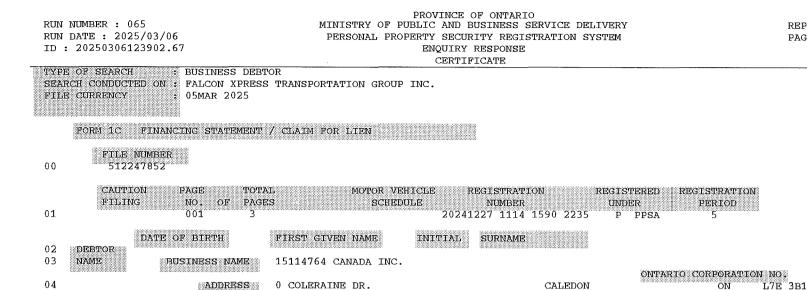
CERTIFIED BY/CERTIFIÉES PAR Juntarul REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crfi6 05/2022)

Ontario 🕅

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AIRD & BERLIS LLP ATTN: JENAYA MCLEAN HOLD FOR PICKUP TORONTO ON M5J2T9



INITIAL

FALCON XPRESS TRANSPORTATION GROUP INC.

MOTOR VEHICLE AMOUNT

MODEL

SIMMONS DA SILVA LLP(PK-BCAP116)

200-201 COUNTY COURT BLVD.

SURNAME

CALEDON

BRAMPTON

BRAMPTON

V.T.N.

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

FIRST GIVEN NAME

6086 MAYFIELD ROAD

2438231 ONTARIO INC.

130 DELTA PARK BLVD.

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

x x x x x

DATE OF BIRTH

BUSINESS NAME

ADDRESS

ADDRESS

ADDRESS

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DEBTOR

SECURED PARTY /

CONSUMER

LITEN CLAIMANT

COLLATERAL CLASSIFICATION

YEAR MAKE

NAME

MOTOR

AGENT

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION REGISTERING

CERTIFIED BY/CERTIFIÉES PAR L6W 4L2





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REPORT : PSSR060

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ONTARIO CORPORATION NO.

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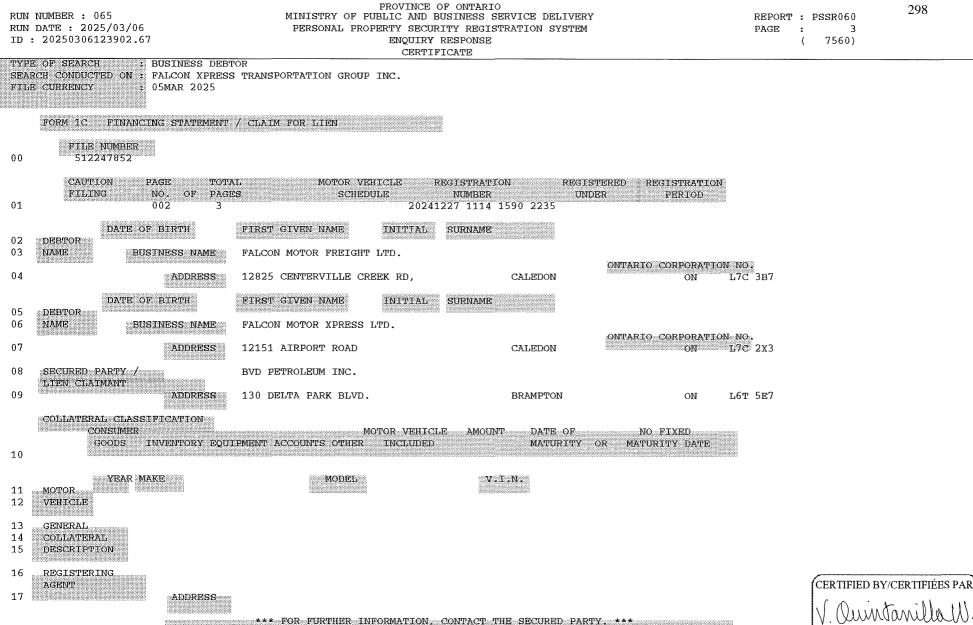
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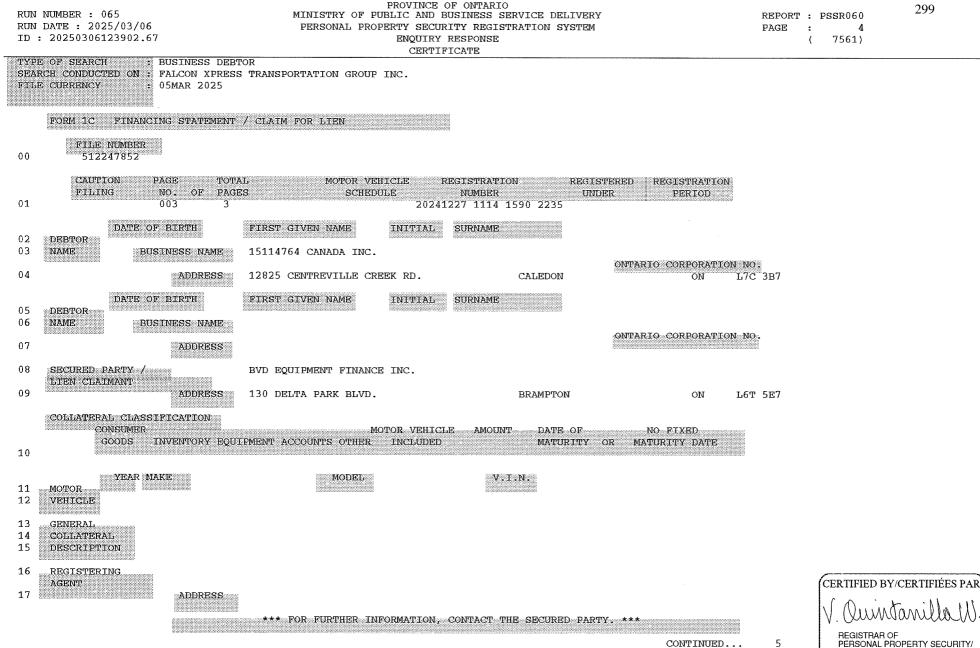


Suntanille REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (cri1fv 05/2022)

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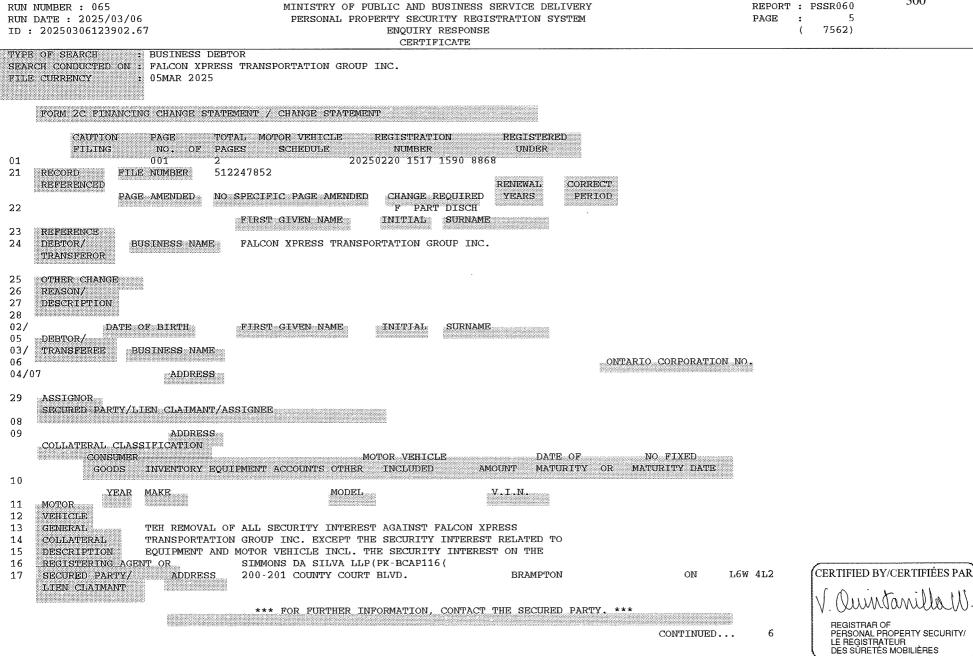




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LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crj1fv 05/2022)

Ontario



PROVINCE OF ONTARIO



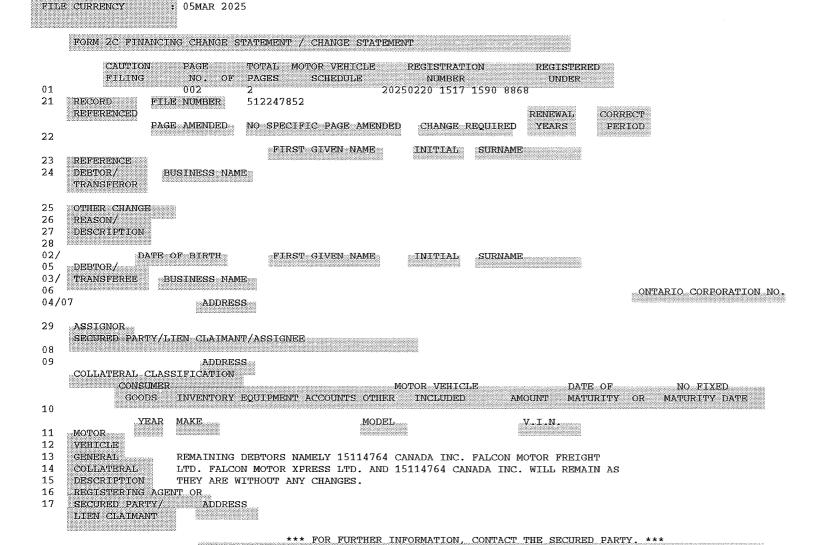
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BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON XPRESS TRANSPORTATION GROUP INC.

TYPE OF SEARCH

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

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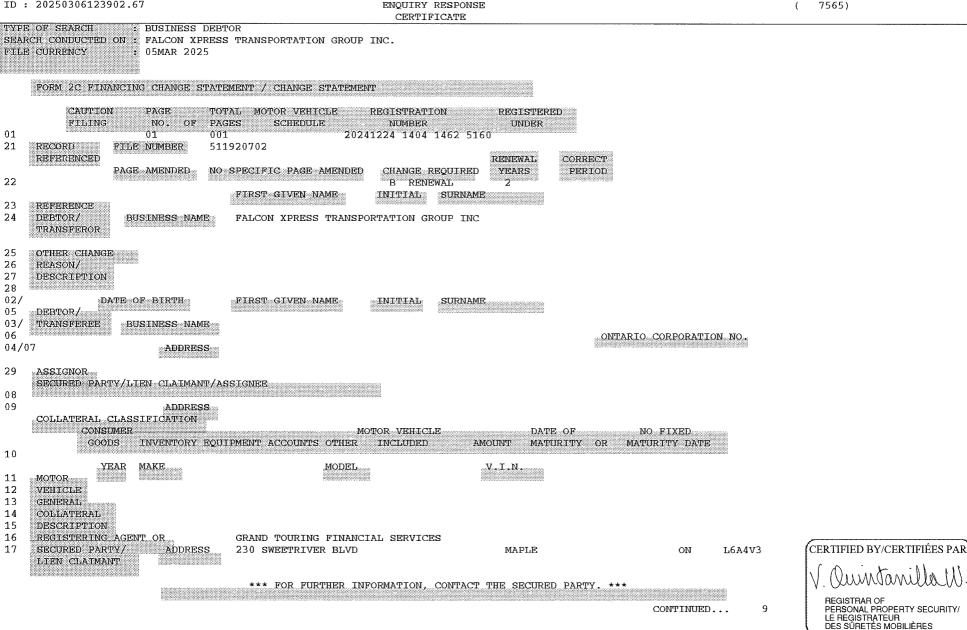


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SEAI	RCH CONDUCTED ON :	BUSINESS DEBT FALCON XPRESS 05MAR 2025	OR TRANSPORTATION GROUP INC.				
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00	FTLE NUMBER 511920702						
01	CAUTION FILING	PAGE TOTA NO. OF PAGE 001 1	S SCHEDULE	REGISTRATION RE NUMBER 20241213 1012 1793 1006	GISTERED REGISTRATION UNDER PERIOD R RSLA 1		
02 03	BEBITOR)F BIRTH JSINESS NAME	FIRST GIVEN NAME INTT				
04		ADDRESS	6086 MAYFIELD RD	CALEDON	ONTARIO CORFORATION ON L	NO. 7C0Z7	
05 06	DEBTOR 26M	DF BIRTH NY1968 JSINESS NAME	FIRST GIVEN NAME INIT JARNAIL	TAL SURNAME SIDHU			
07	and the second	ADDRESS	12825 CENTREVILLE CREEK RC	DAD CALEDON	ONTARIO CORPORATION		
08	SECURED PARTY /		GRAND TOURING FINANCIAL SE	RVICES			
09	LIEN CLAIMANT	ADDRESS	230 SWEETRIVER BLVD	MAPLE	ON L	6A4V3	
10	COLLATERAL CLASS CONSUMER GOODS		PMENT ACCOUNTS OTHER INCL		P NO FIXED PY OR MATURITY DATE		
11 12	MOTOR 2021 I VEHICLE	AKE BENTLEY	MODEL BENTAYGA	V.I.N. SJAAM2ZV8MC037	7659		
13 14 15	GENERAL COLLATERAL DESCRIPTION	\$6000.00					
16	REGISTERING		GRAND TOURING FINANCIAL SE	RVICES		OFDIT	FIED BY/CERTIFIÉES PAR
17	AGENT	ADDRESS	230 SWEETRIVER BLVD	MAPLE		6A4V3	untanilla W.
			*** FOR FURTHER INFORMAT	'ION, CONTACT THE SECURED I		REG	ISTRAR OF
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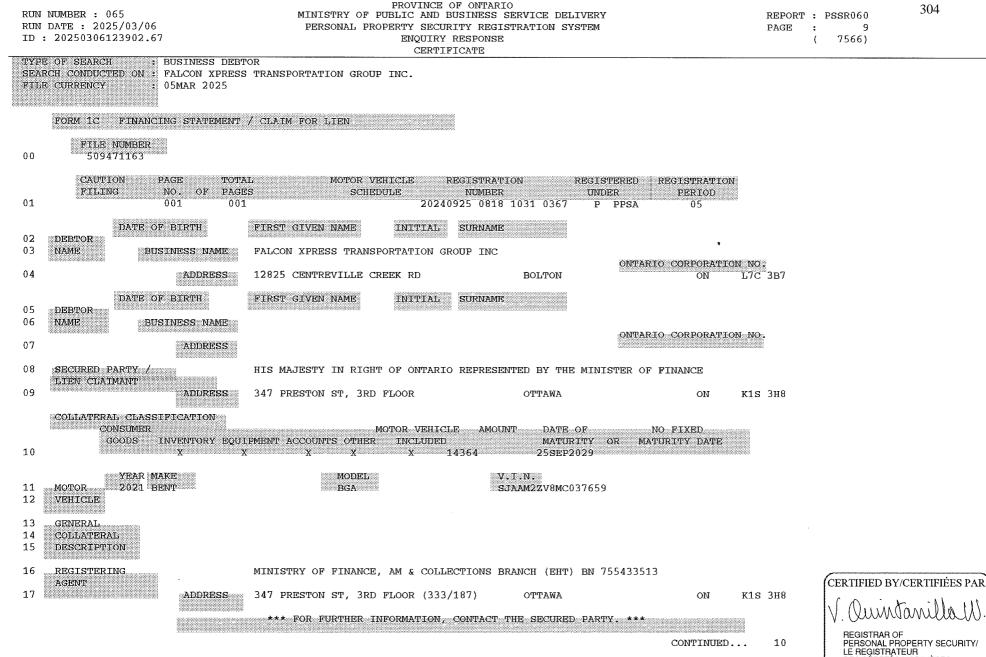
PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj1fv 05/2022)

Ontario 😵



(crj2fv 05/2022)



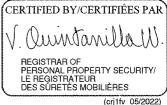




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DES SÚRETÉS MOBILIÈRES

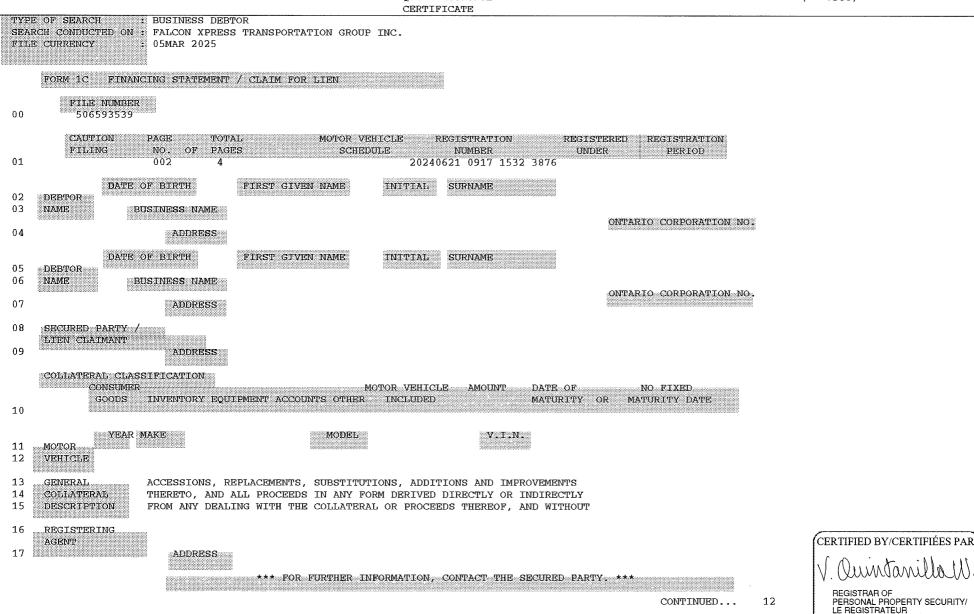
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Ontario

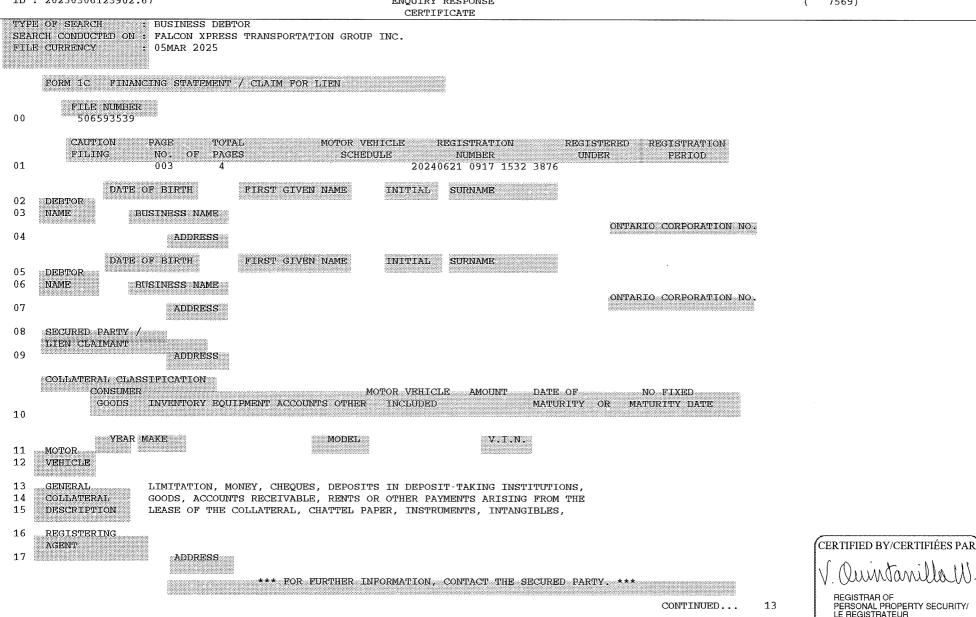
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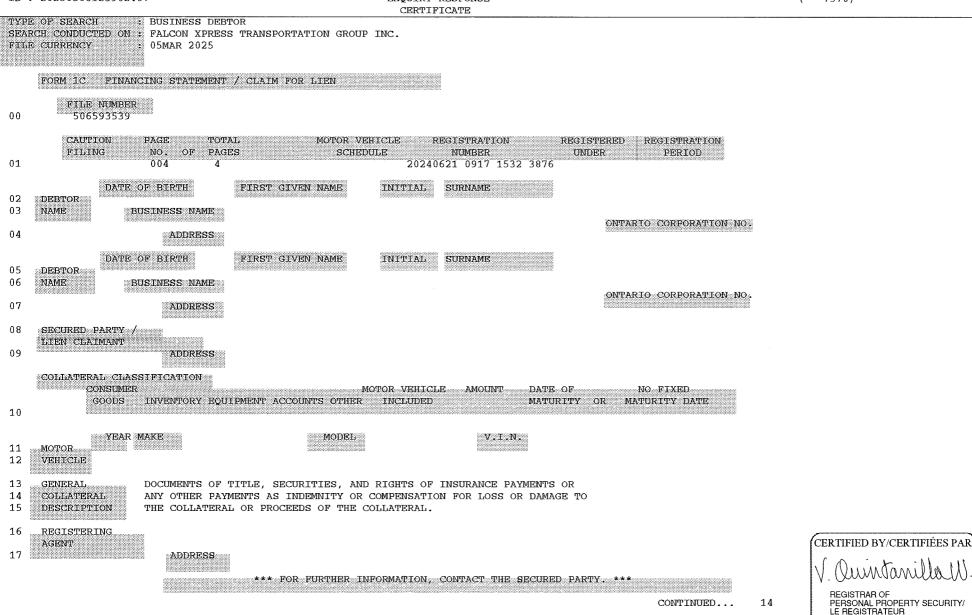
DES SÚRETÉS MOBILIÈRES



LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj1fv 05/2022)



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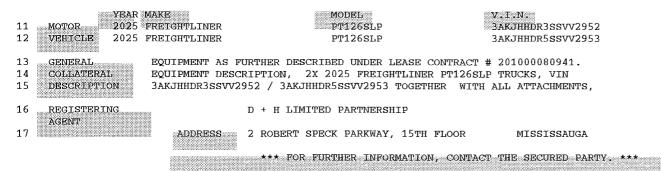


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00		NUMBER 04955					
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02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INTRAL	SURNAME		
03	NAME	BUSINESS NAME	FALCON XPRESS TRANSF	PORTATION GRC	OUP INC.	ONTARIO CORPORATIO	INT NICH
04		ADDRESS	6086 MAYFIELD RD		CALEDON EAST		L7C0Z
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INTTIAL	SURNAME		
06	NAME	BUSINESS NAME				ONTARIO CORPORATIO	MaNO
07		ADDRESS					
08	SECURED I LIEN CLAI	ARTY /	ROYAL BANK OF CANADA	ł			
09		ADDRESS	5575 NORTH SERVICE F	RD,STE 300	BURLINGTON	ON	L7L 61
10	ere	OODS INVENTORY EQU	PPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT DATE OF		

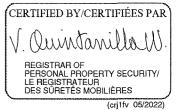
PROVINCE OF ONTARIO



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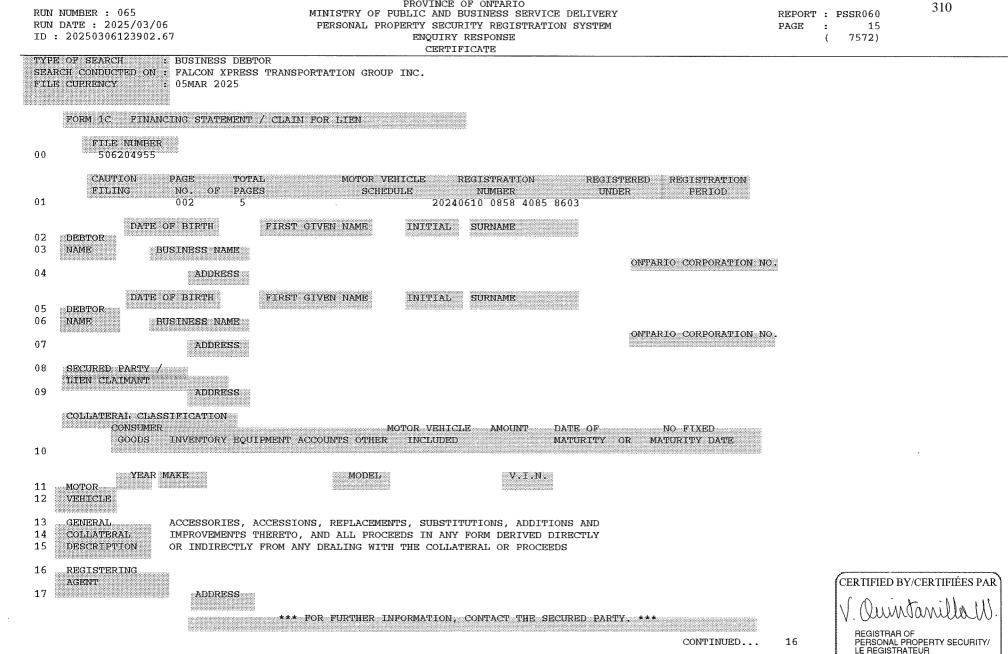
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Ontario 😵



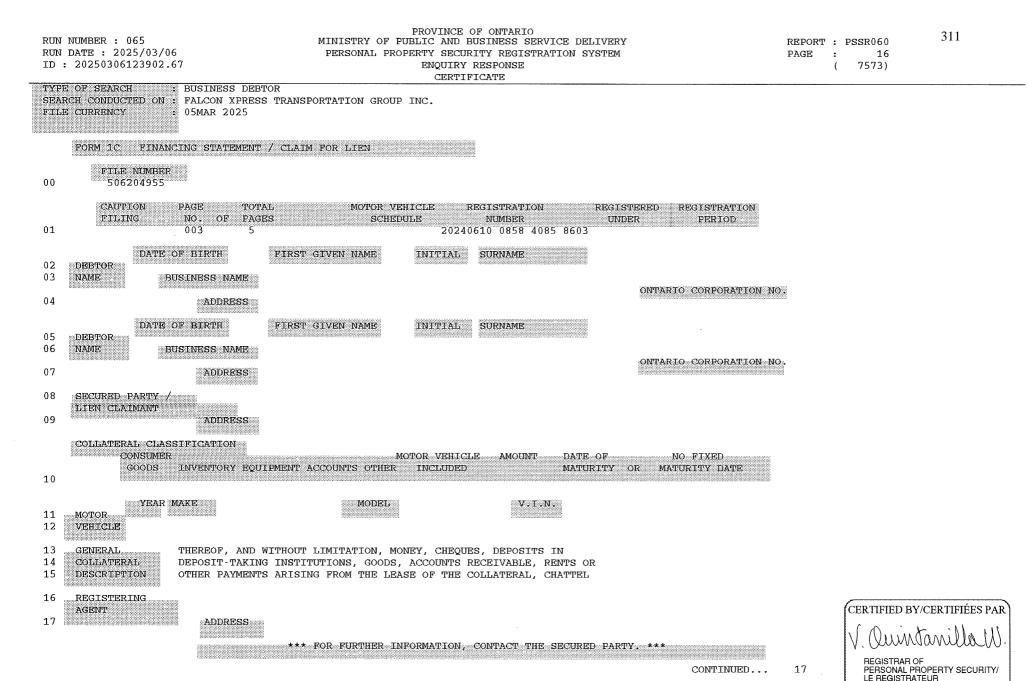
PROVINCE OF ONTARIO

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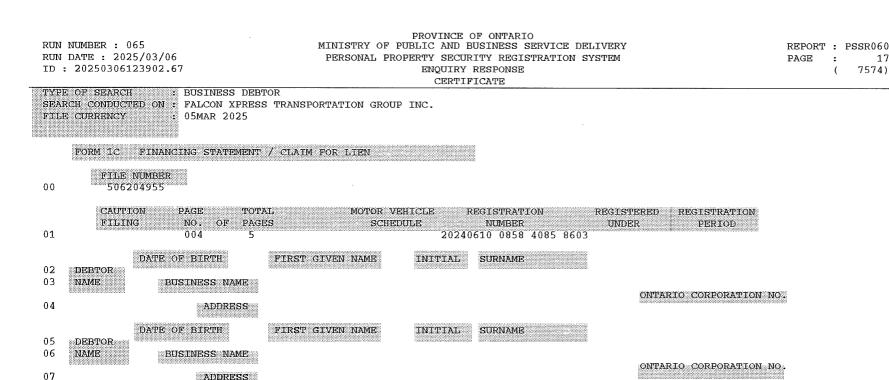
DES SÜRETÉS MOBILIÈRES



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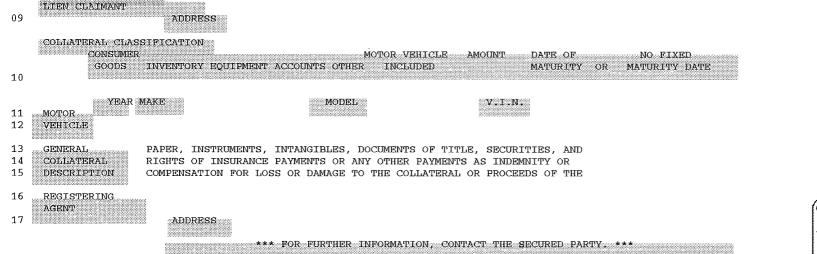
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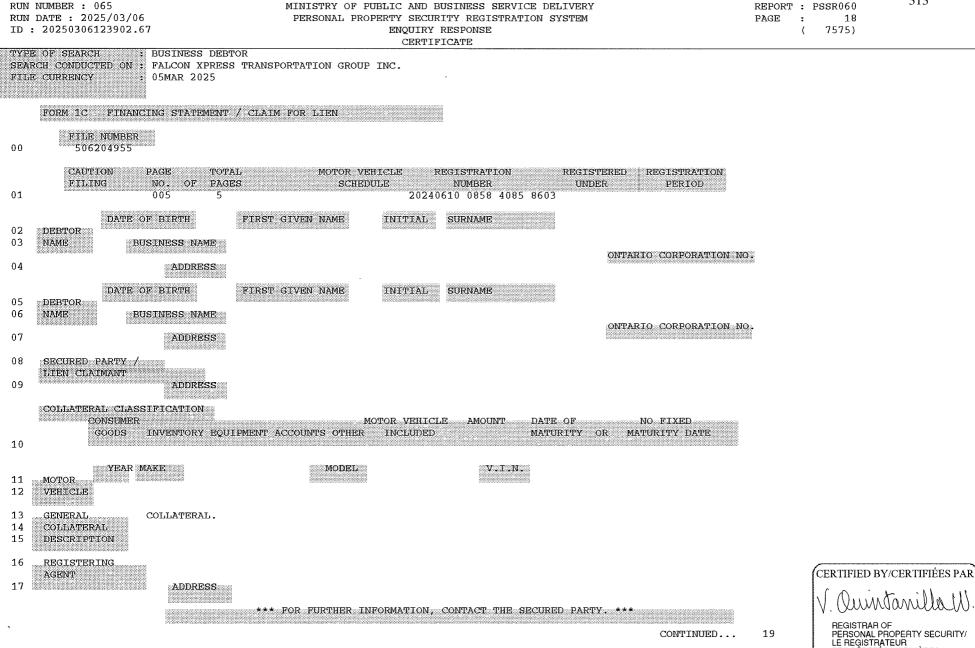
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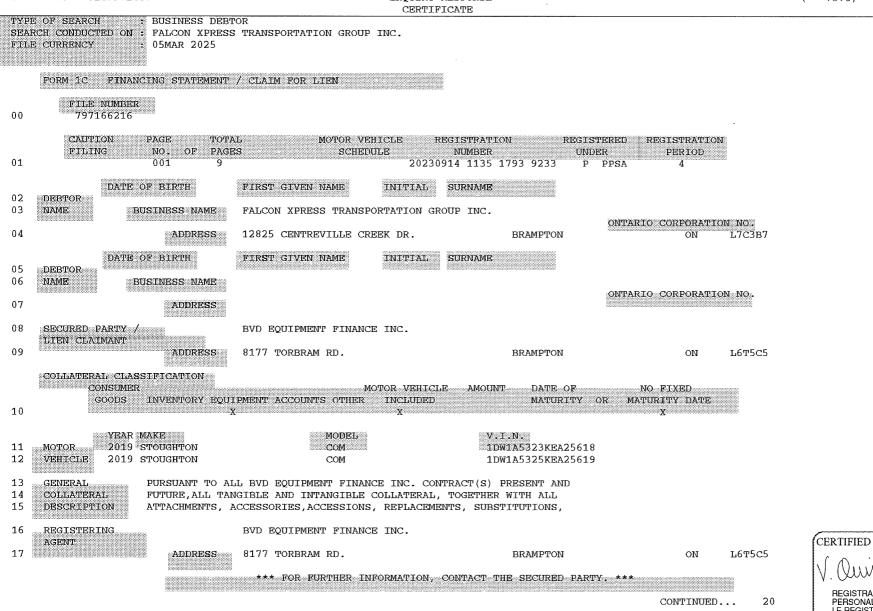


PROVINCE OF ONTARIO

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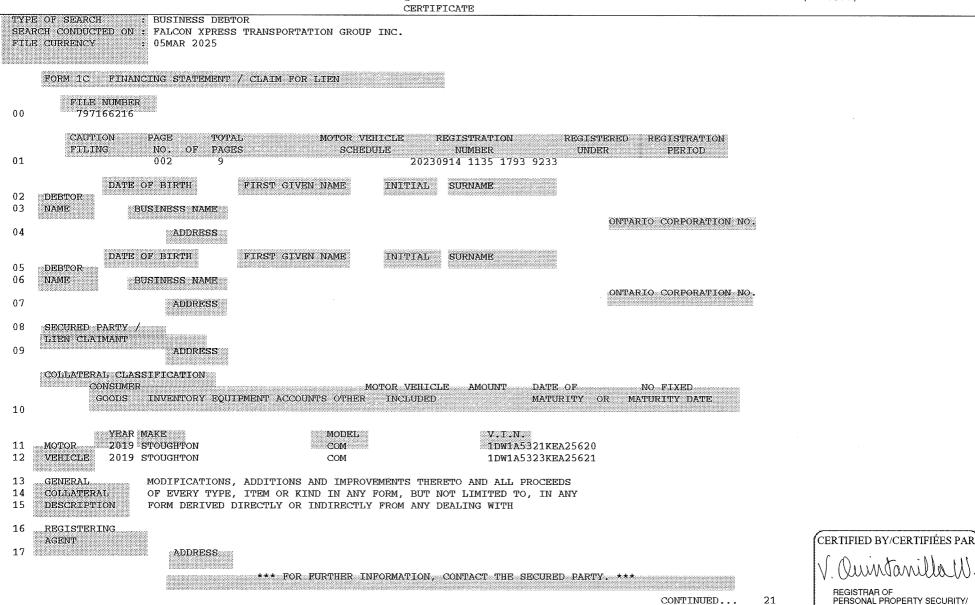
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DES SÜRETÉS MOBILIÈRES

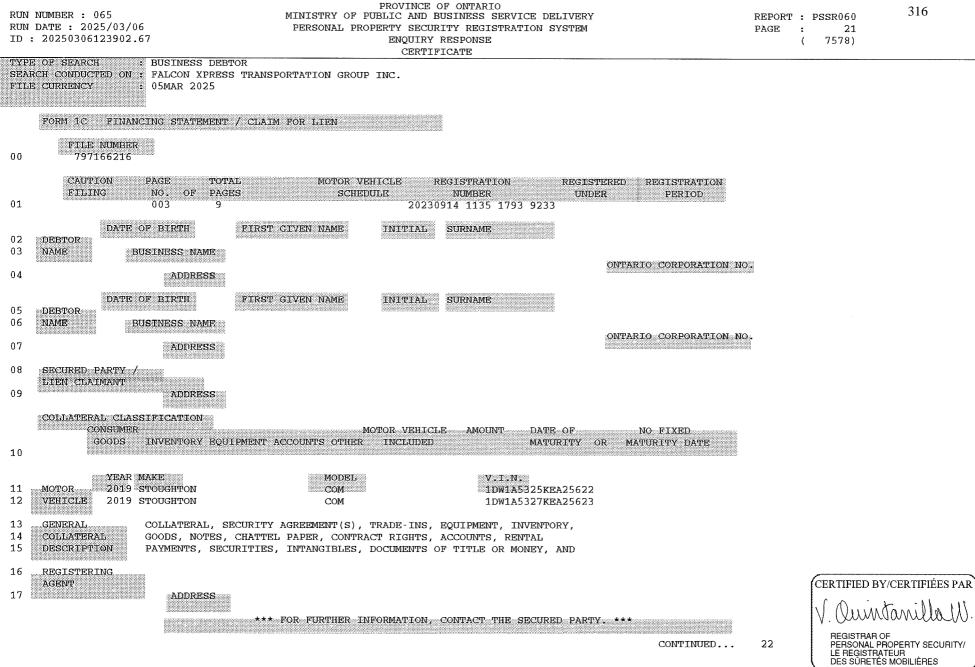






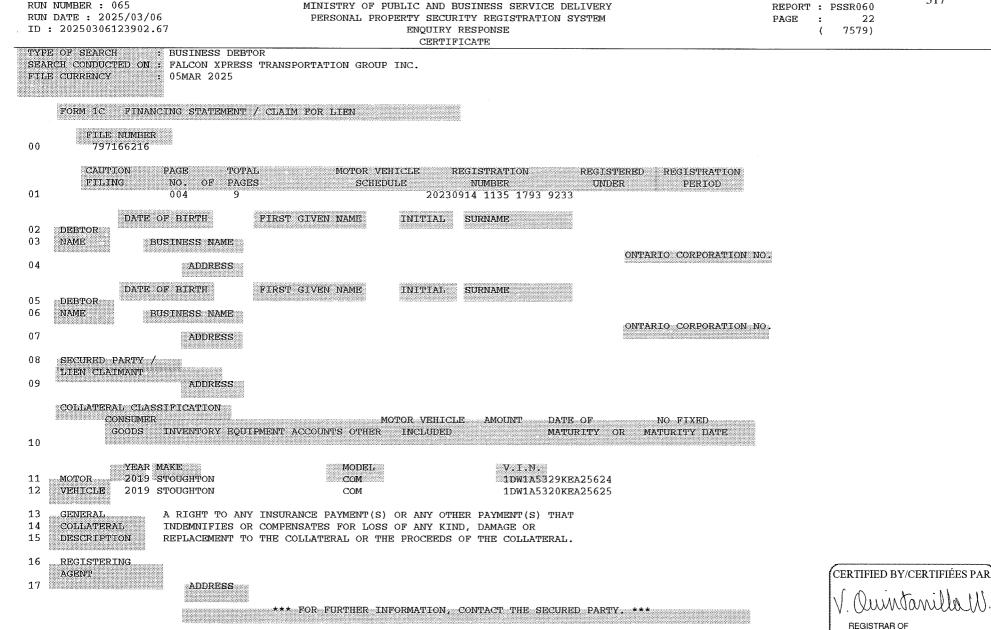






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LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crj1fv 05/2022)

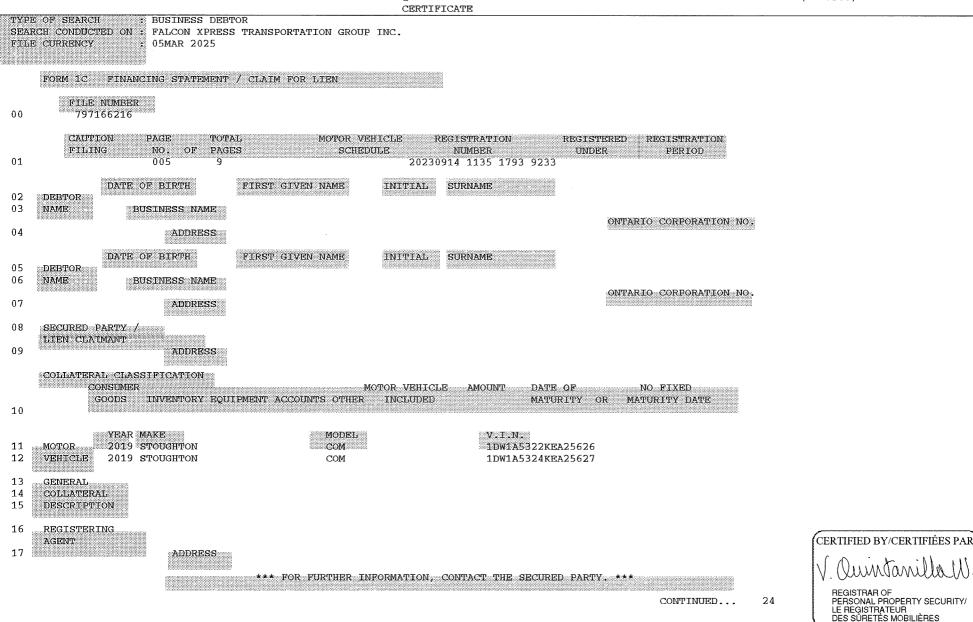
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PERSONAL PROPERTY SECURITY/

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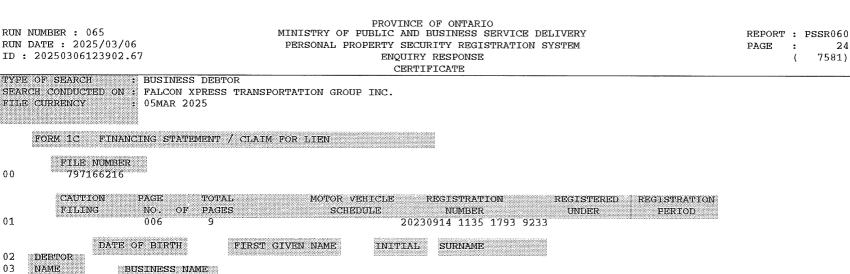
PROVINCE OF ONTARIO

REPORT : PSSR060





(cri1fv 05/2022)



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DEBTOR

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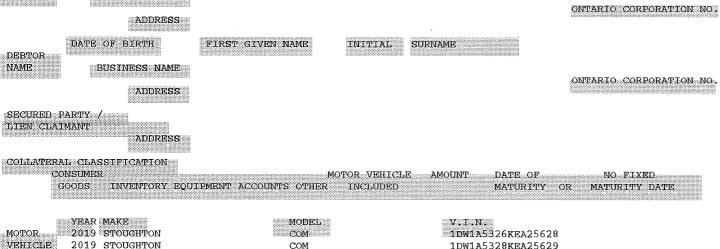
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

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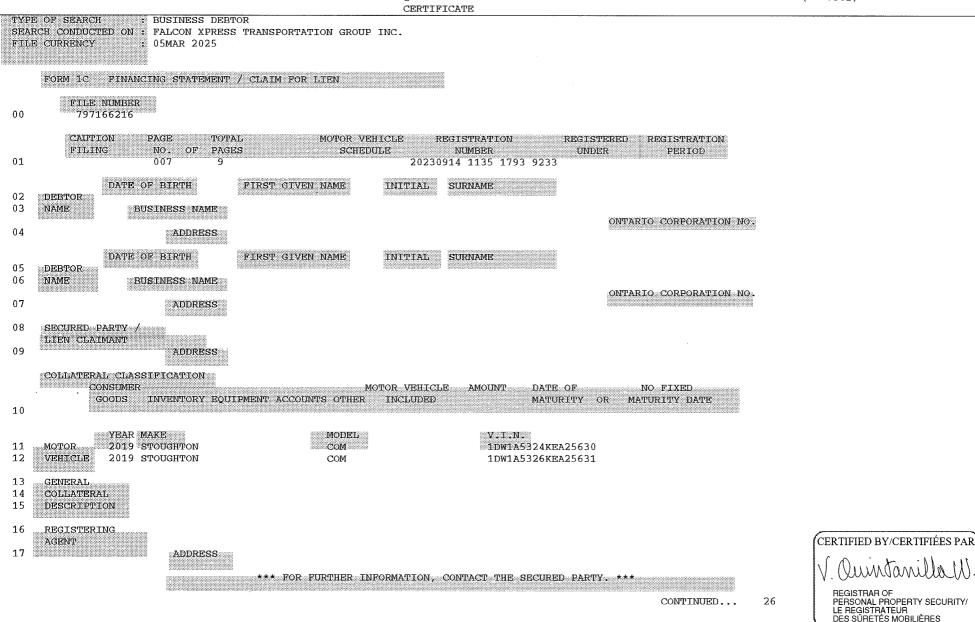
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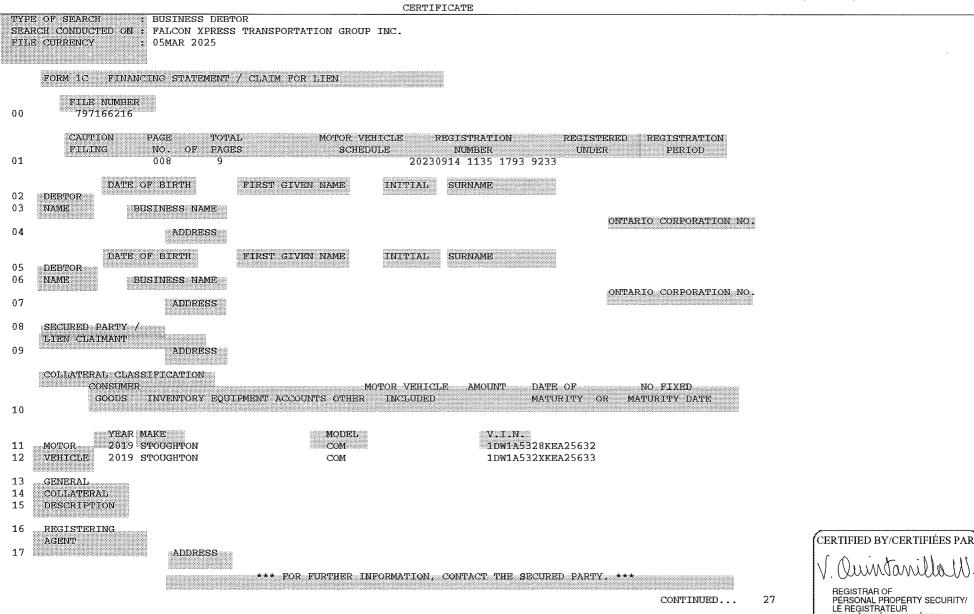








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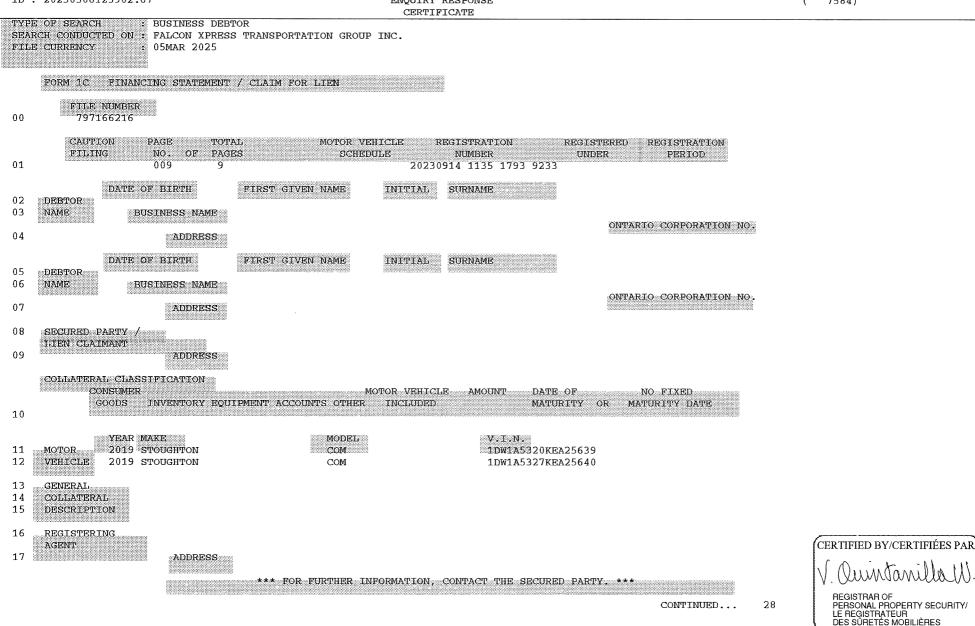




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DES SÜRETÉS MOBILIÈRES

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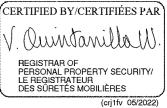
TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON XPRESS TRANSPORTATION GROUP INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20230919 1701 1462 4595 21 RECORD FILE NUMBER 797166216 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED PERIOD CHANGE REQUIRED YEARS 22 B RENEWAL 5 FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON XPRESS TRANSPORTATION GROUP INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ SURNAME DATE OF BIRTH FIRST GIVEN NAME INITIAL DEBTOR/ 05 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 MODEL MAKE, V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR BVD EQUIPMENT FINANCE INC. 17 SECURED PARTY/ 8177 TORBRAM ROAD ADDRESS l6T5C5 BRAMPTON ON LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

CERTIFIED BY/CERTIFIÉES PAR untarilla REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crj2fv 05/2022)

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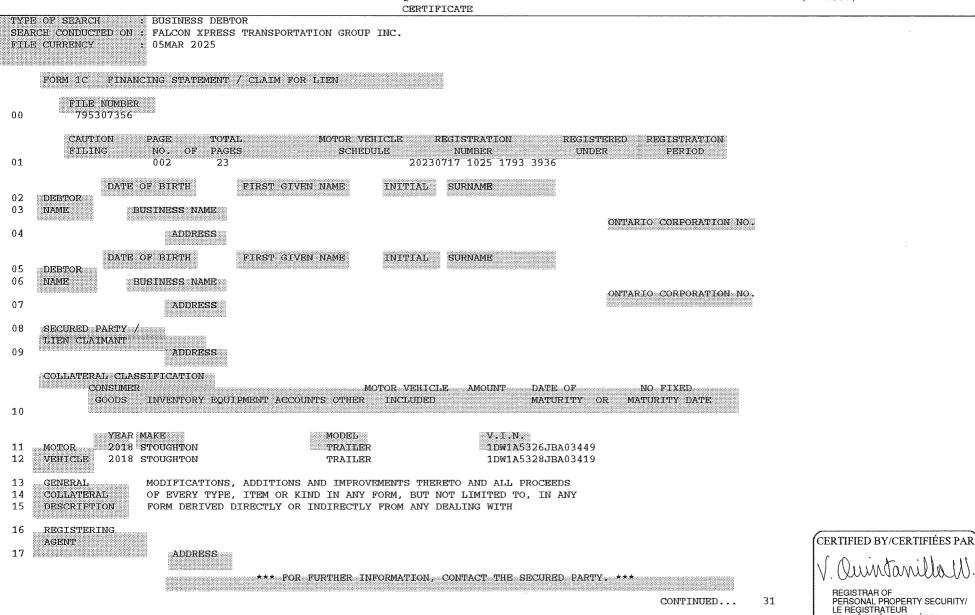


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02	DEBICOR	date of e	urta -	PIRST GIVEN NAME	INITIAL	SURNAME				
03	NAME	RUSIN	IESS NAME	FALCON XPRESS TRANSP	PORTATION GR	ROUP INC.	ONTARIO CORPORATION M	5 00		
04			ADDRESS	12825 CENTREVILLE CF	REEK DR.	BRAMPTON		СЗВ7		
05 06	DEBTOR NAME	DATE OF F	BIRTH JESS NAME	FIRST GIVEN NAME	INTTIAL	SURNAME				
07			ADDRESS				ONTARIO CORPORATION N) .		
08	SECURED PA	RTY /		BVD EQUIPMENT FINANC	CE INC.					
09	LIEN CLAIM	ANT	ADDRESS	8177 TORBRAM RD.		BRAMPTON	ON L6	r5c5		
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16	REGISTERIN	G.		BVD EQUIPMENT FINANC	CE INC.				6	CERTIFIEI
17			ADDRESS	8177 TORBRAM RD.		BRAMPTON	ON L6	г5С5		(\land)
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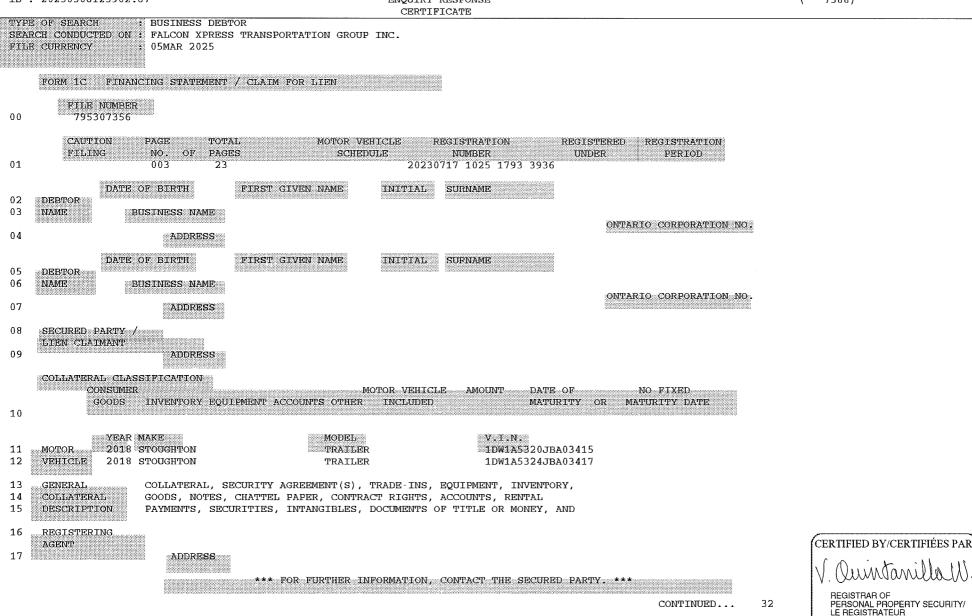






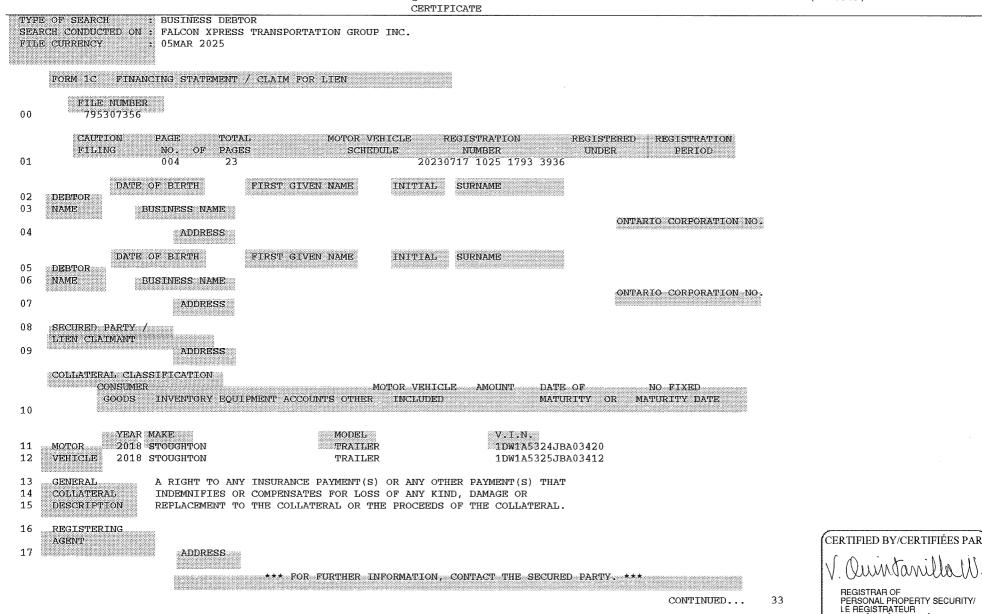
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DES SÚRETÉS MOBILIÈRES



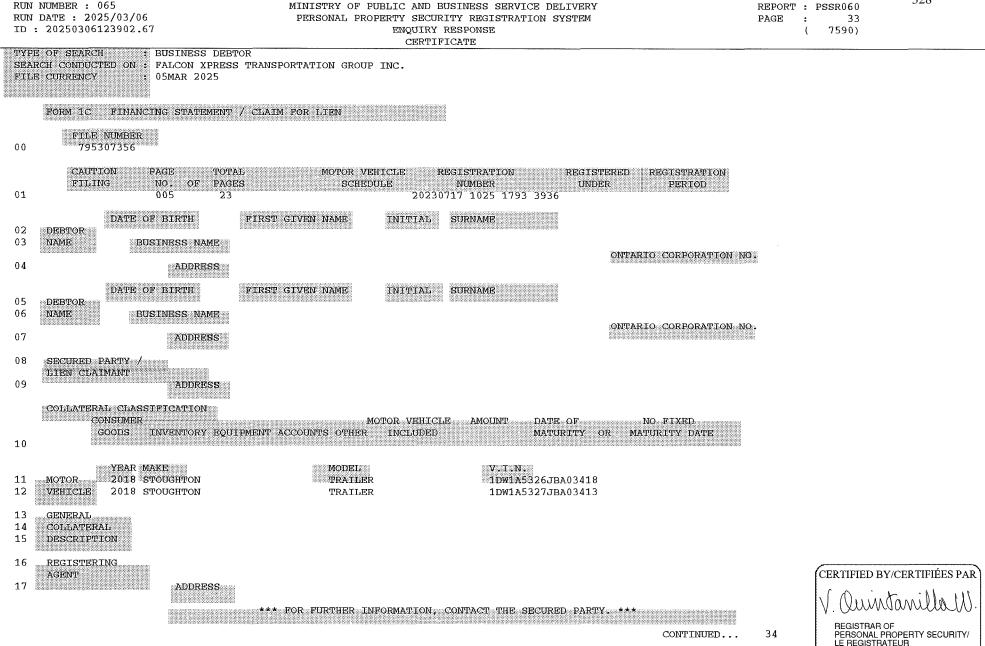


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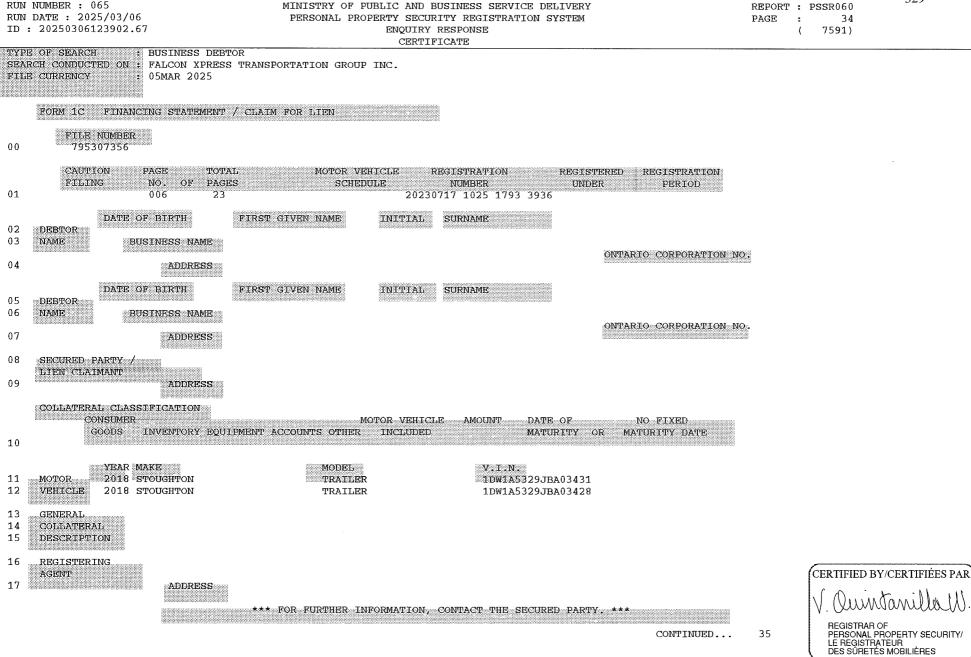
DES SÛRETÉS MOBILIÈRES



Ontario 😵

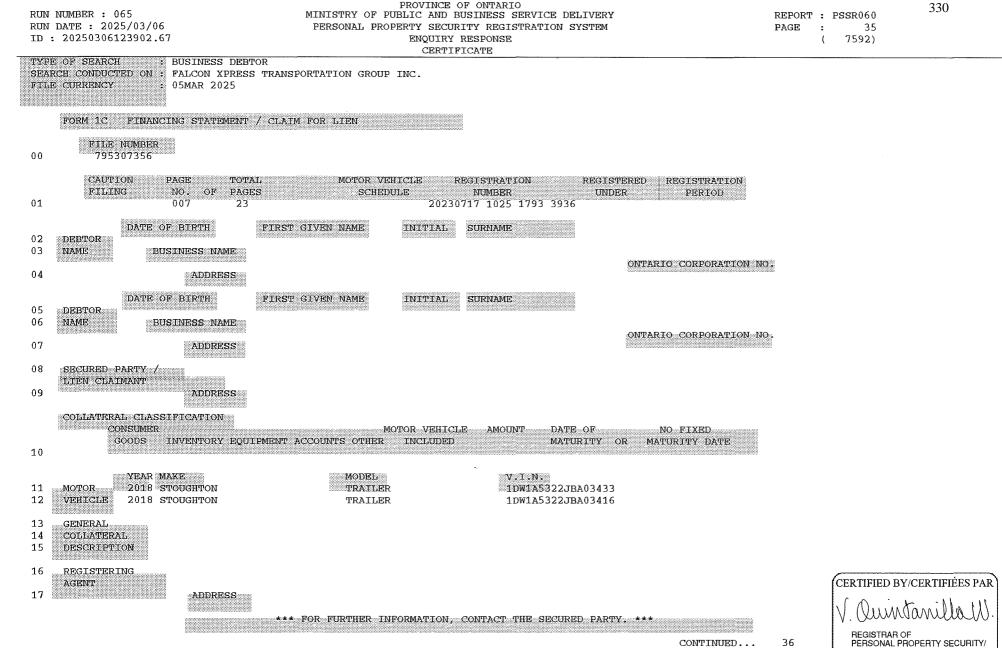
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DES SÚRETÉS MOBILIÈRES



Ontario 😵

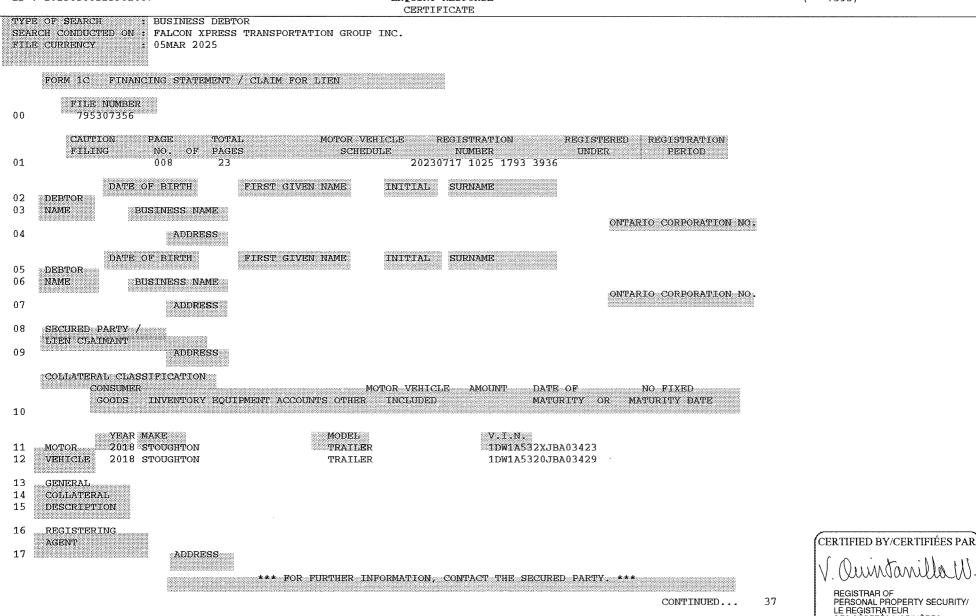
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LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (cri1fv 05/2022)



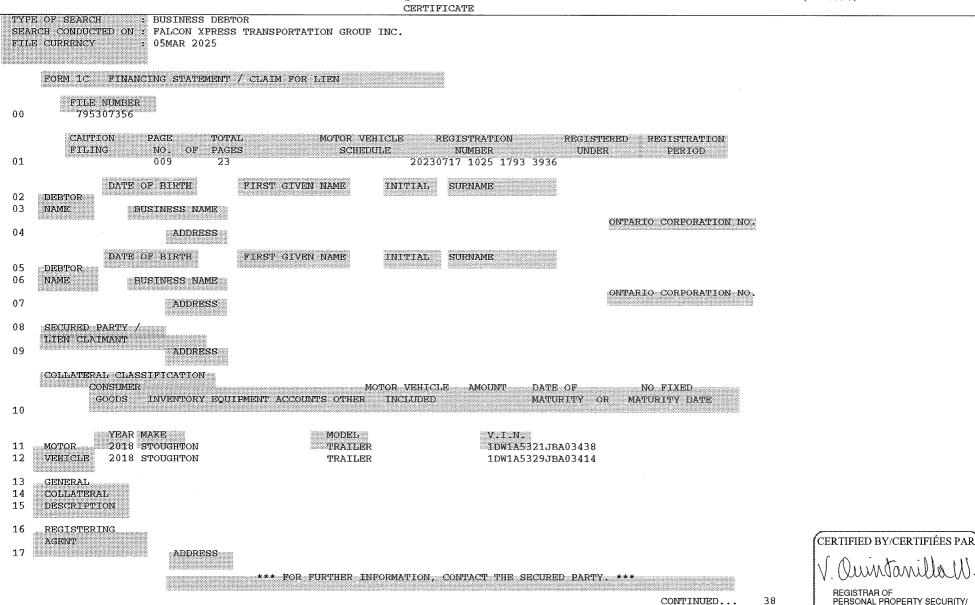




(crj1fv 05/2022)

DES SÚRETÉS MOBILIÈRES

332



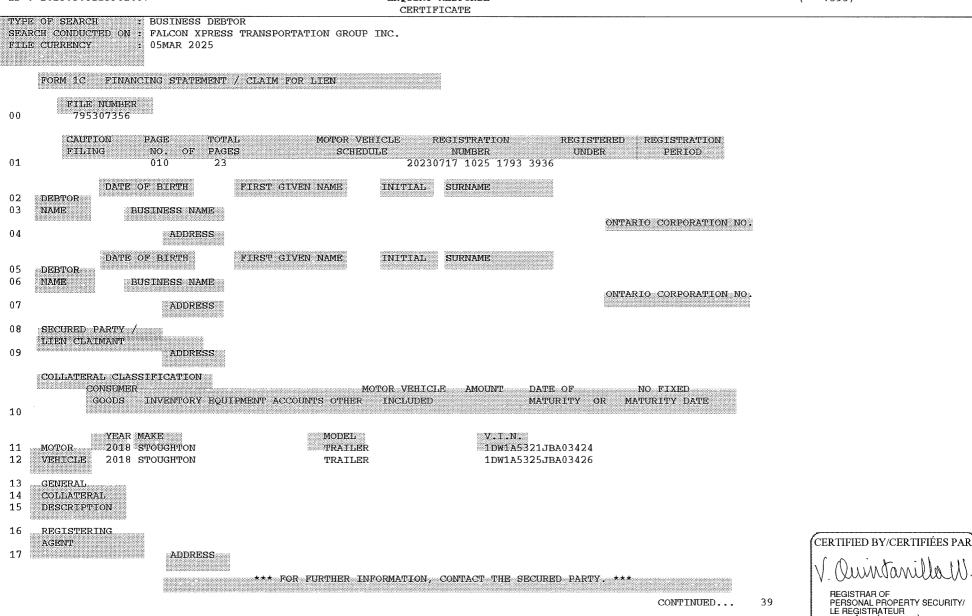
untarillo REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

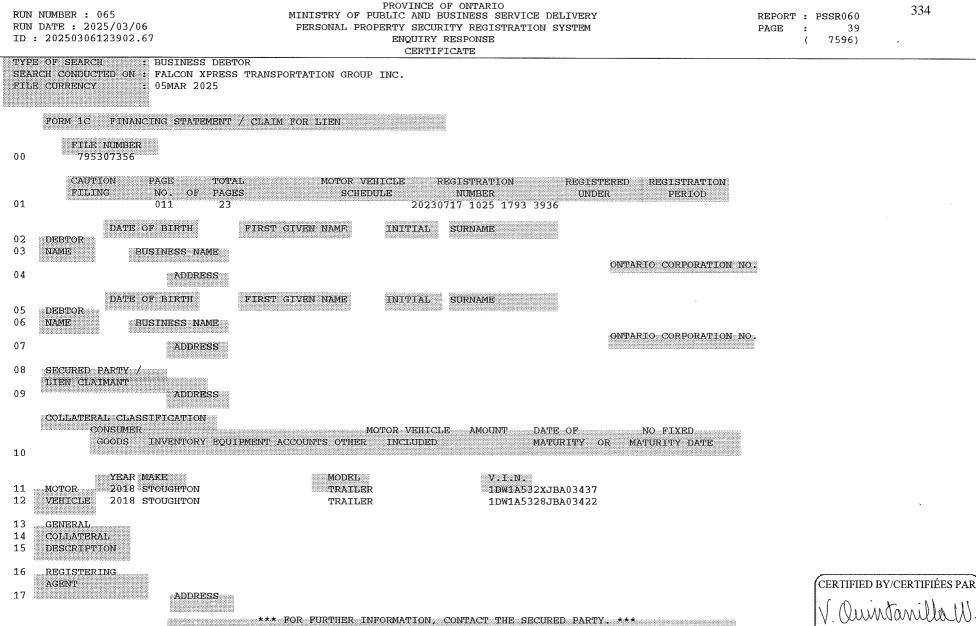


333

DES SÚRETÉS MOBILIÈRES

Ontario 🕅





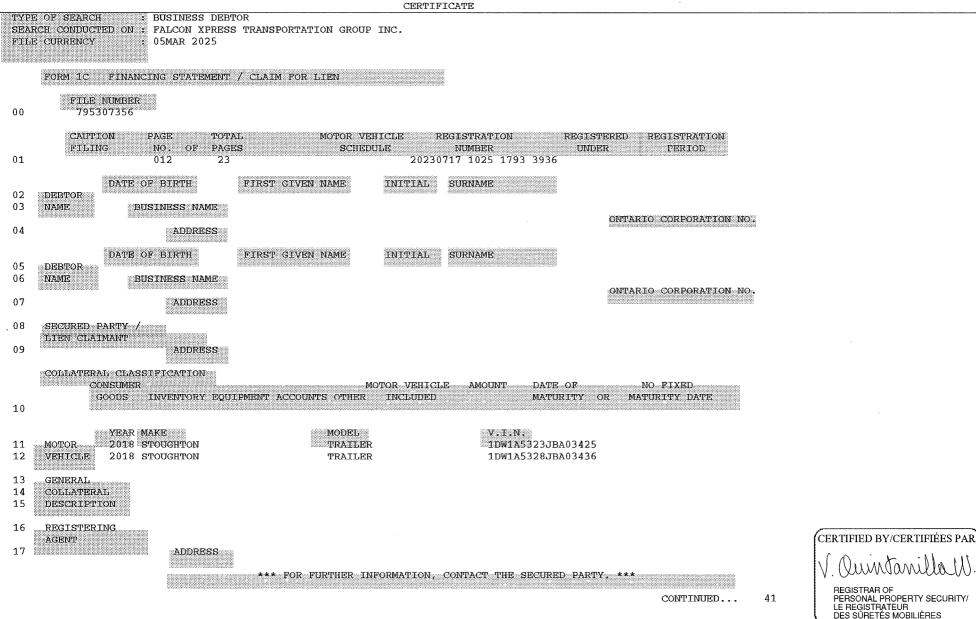
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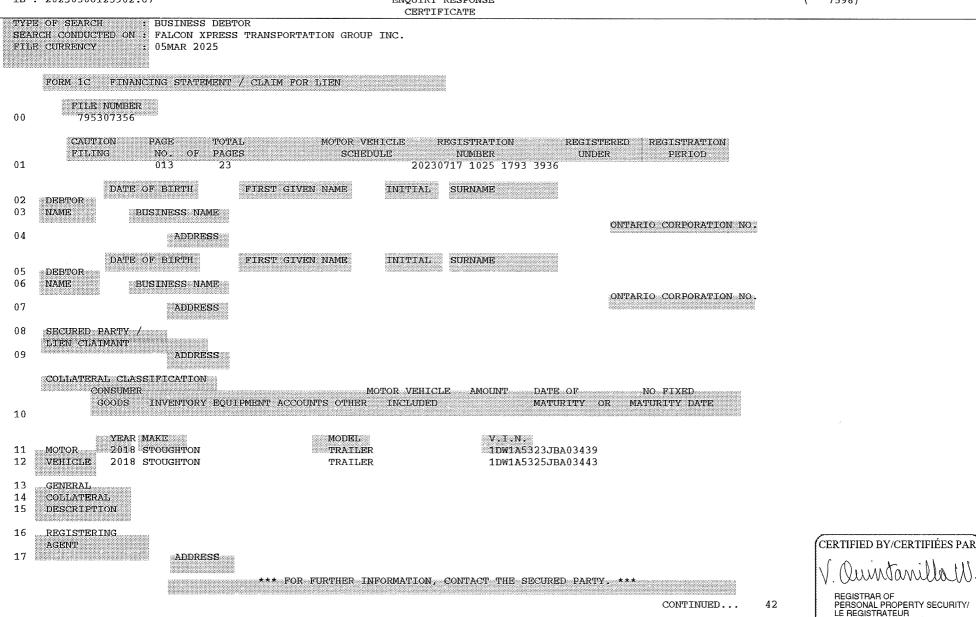
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES







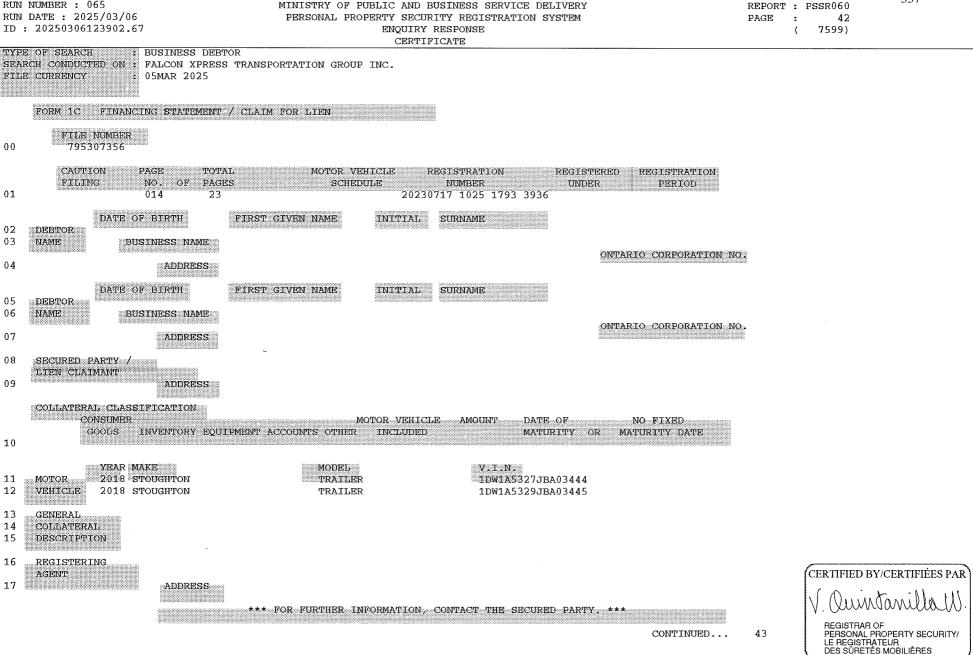
Ontario 😵





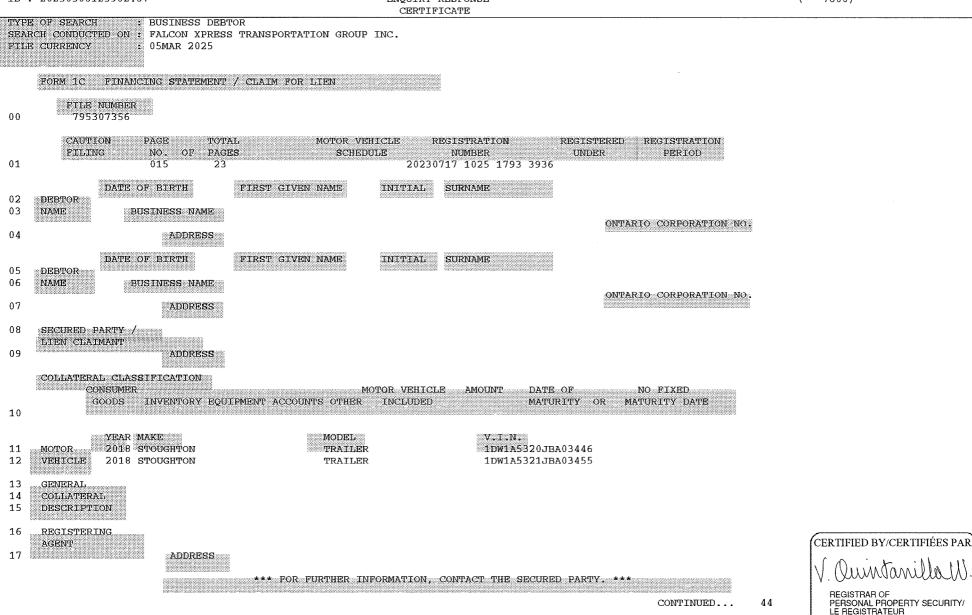
(crj1fv 05/2022)

DES SÛRETÉS MOBILIÈRES



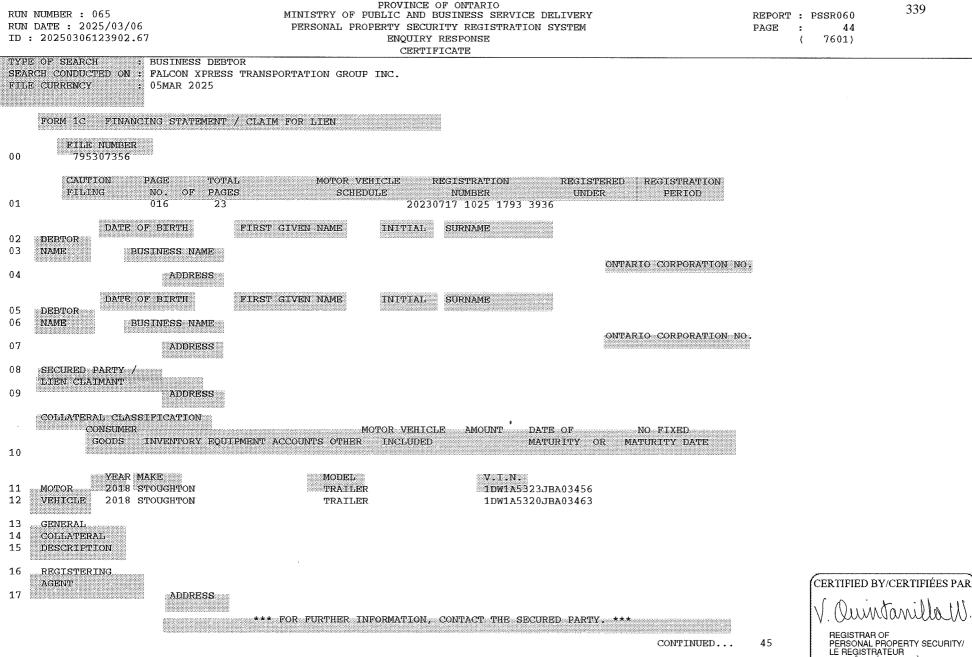
Ontario 😵

(crj1fv 05/2022)



Ontario 😵

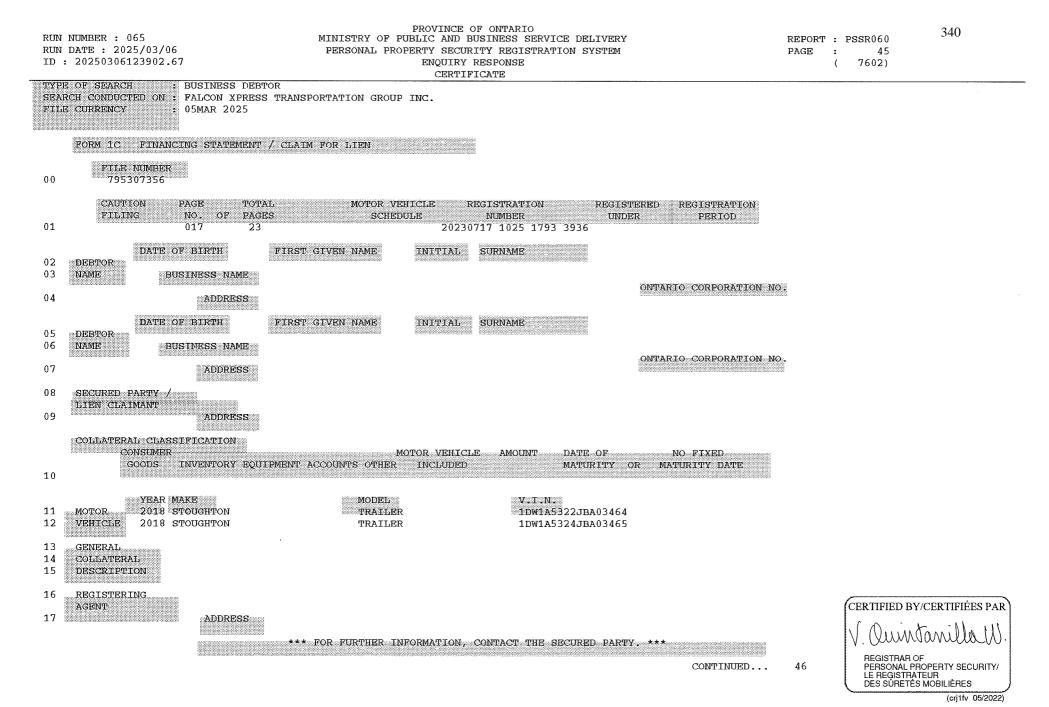
DES SÚRETÉS MOBILIÈRES



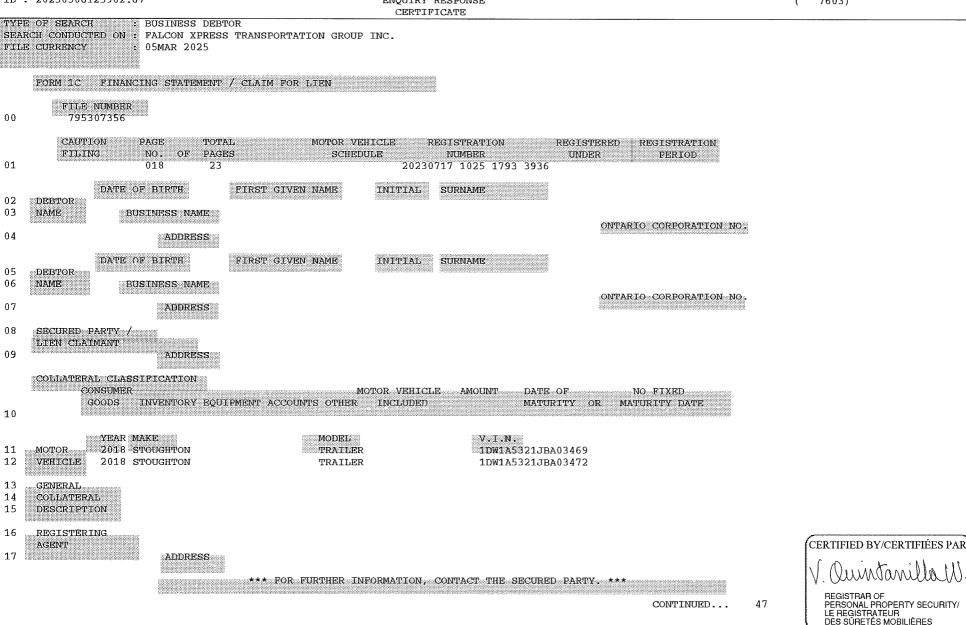
Ontario 🕅

(cri1fv 05/2022)

DES SÛRETÉS MOBILIÈRES



341

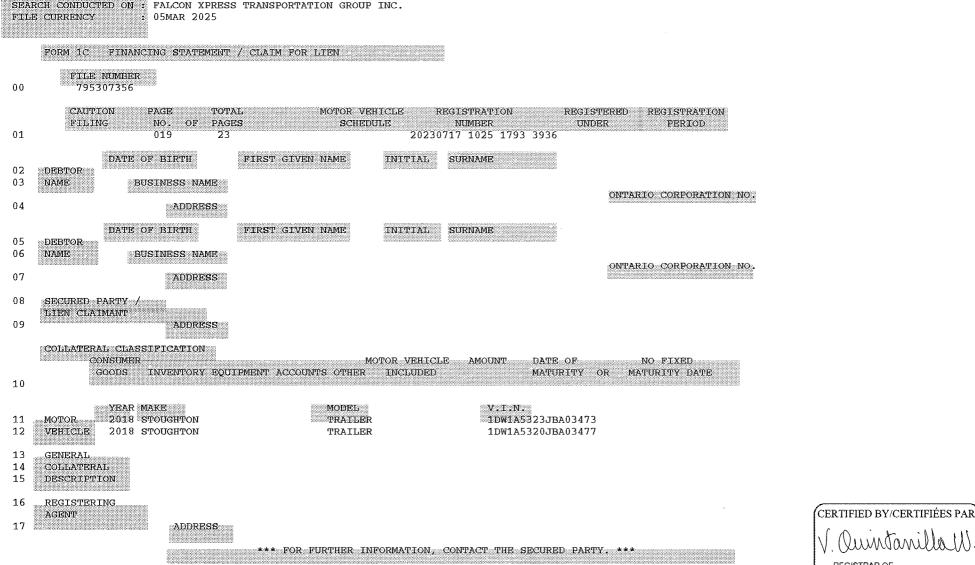




TYPE OF SEARCH : BUSINESS DEBTOR

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

CERTIFICATE



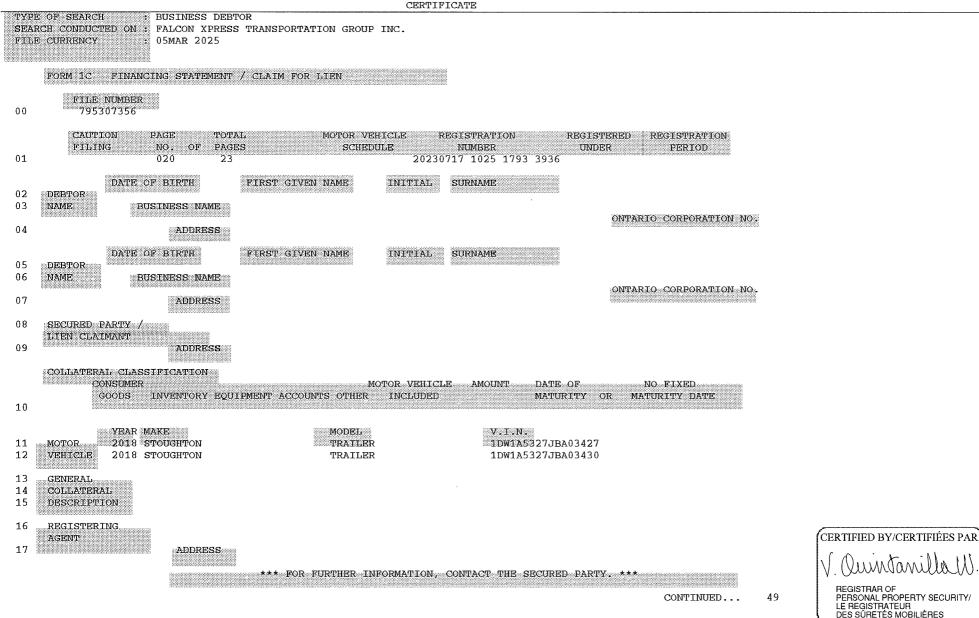
Suntanille REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

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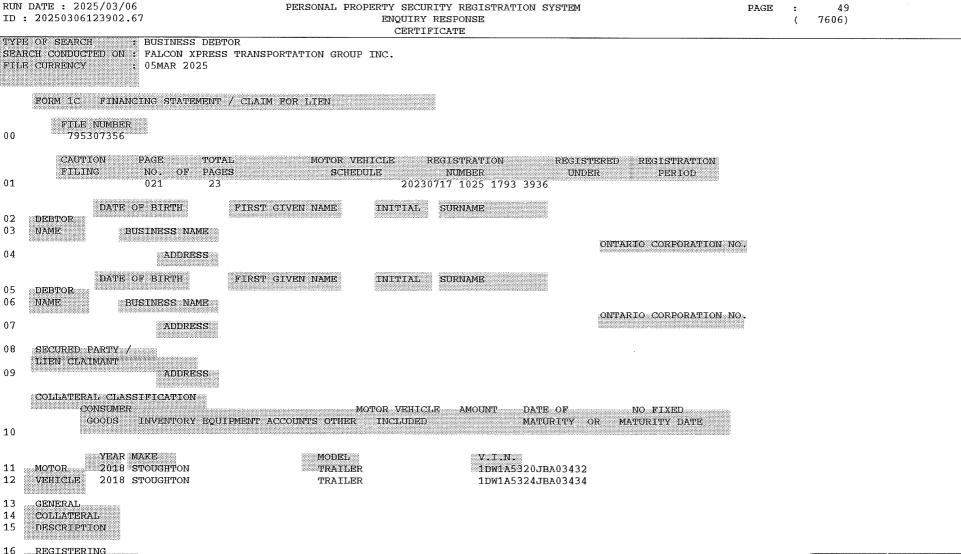
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343







MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 065

17

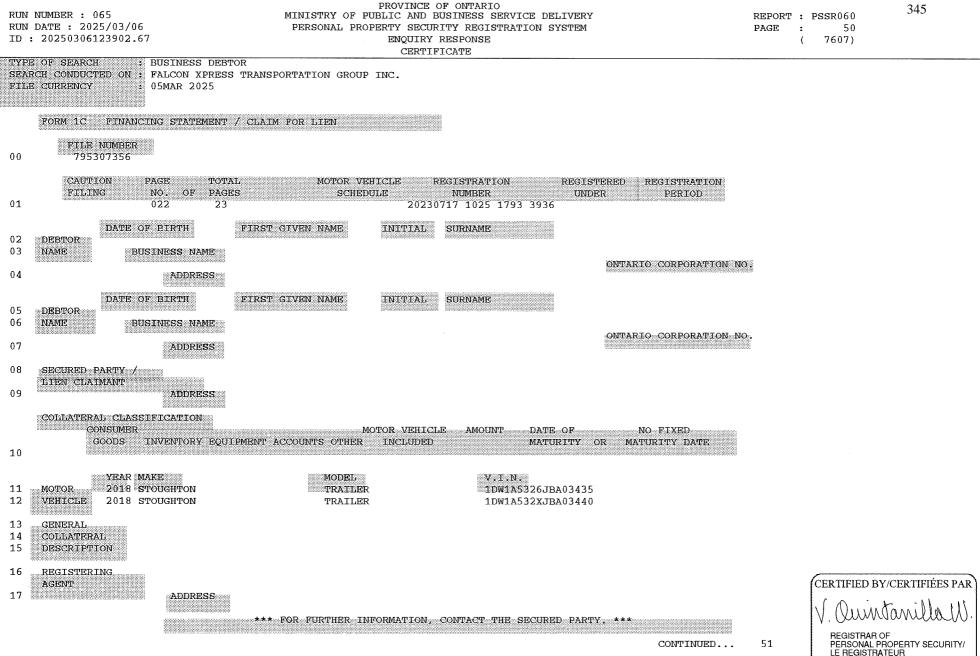
RUN DATE : 2025/03/06



Ontario 🕅

344

REPORT : PSSR060

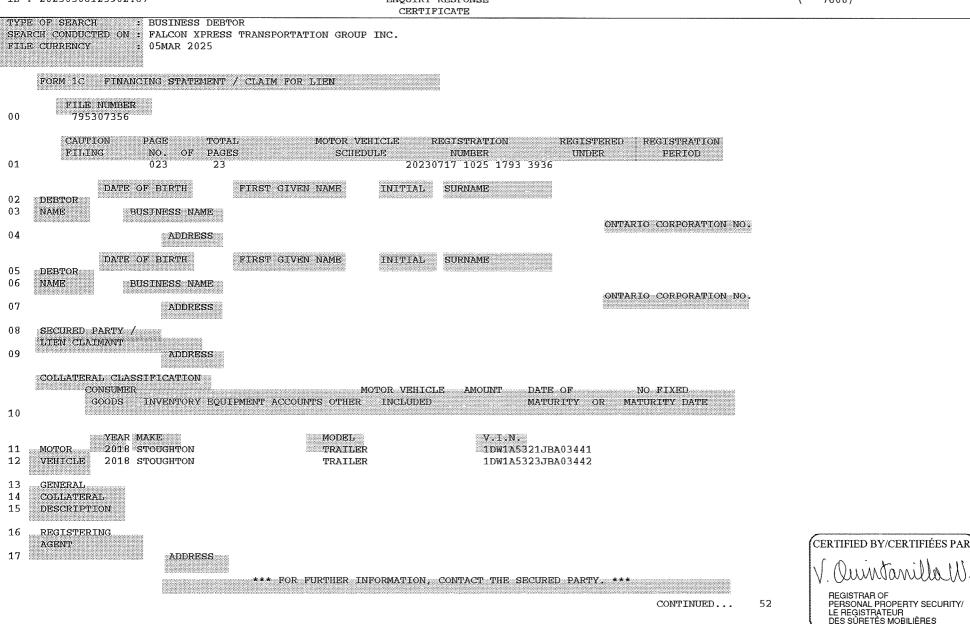




(crj1fv 05/2022)

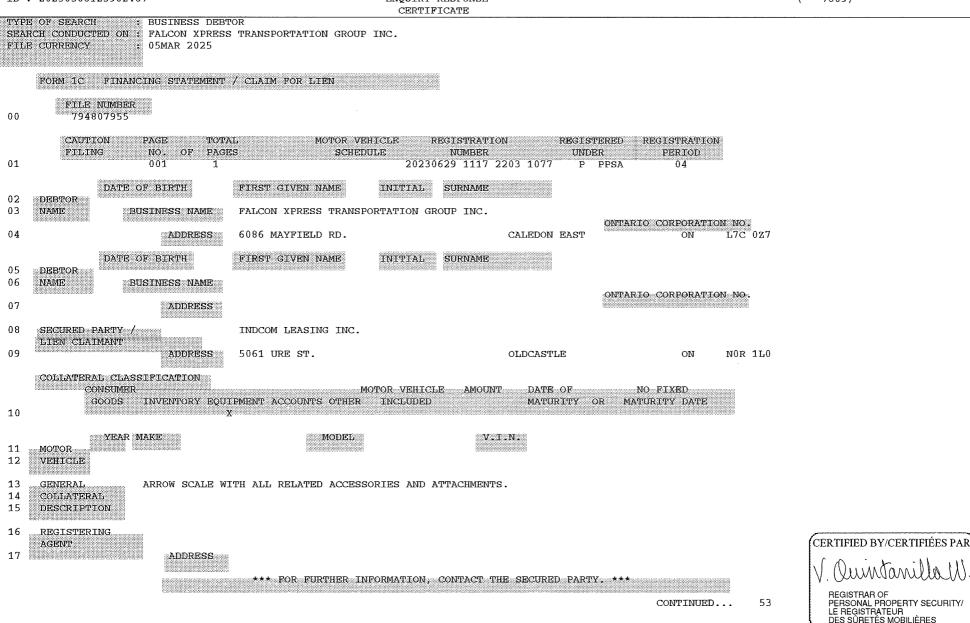
DES SÚRETÉS MOBILIÈRES

346





347









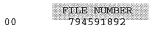


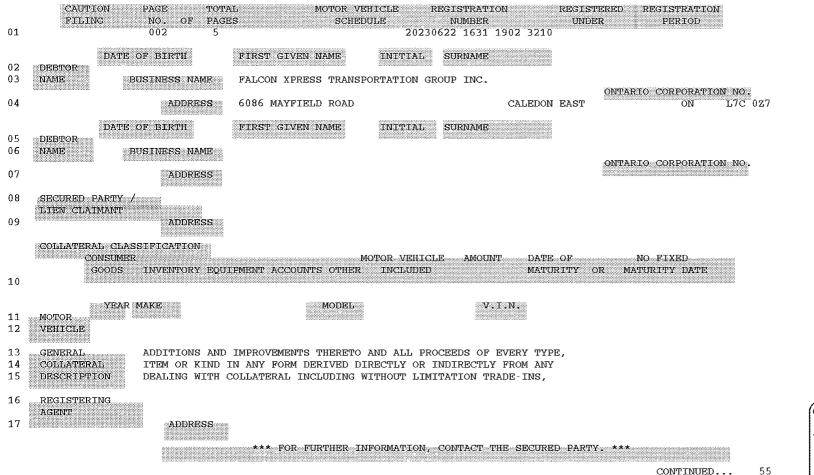
 TYPE OF SEARCH
 : BUSINESS DEBTOR

 SEARCH CONDUCTED ON
 : FALCON XPRESS TRANSPORTATION GROUP INC.

 FILE CURRENCY
 : 05MAR 2025



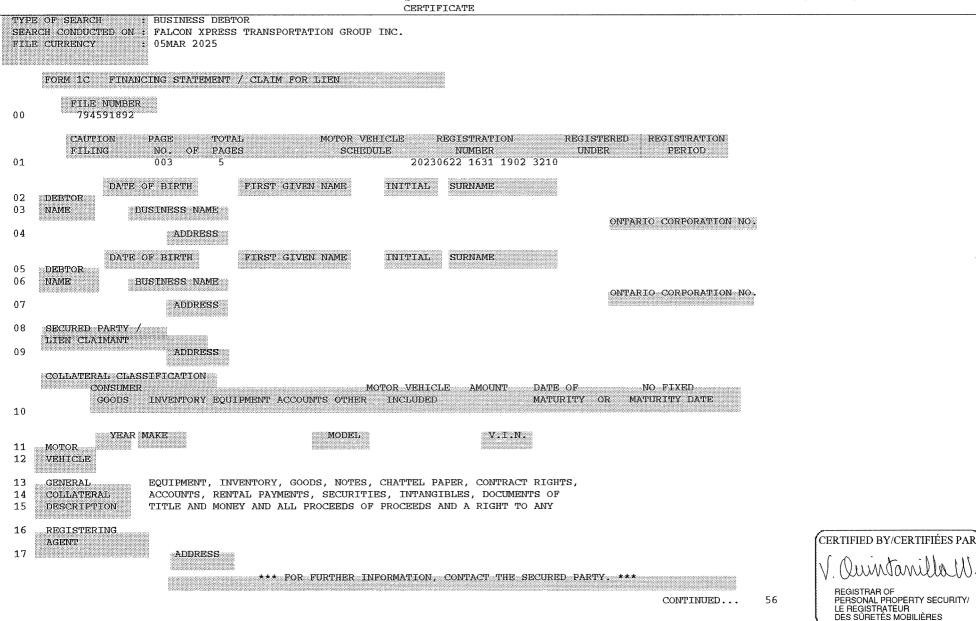






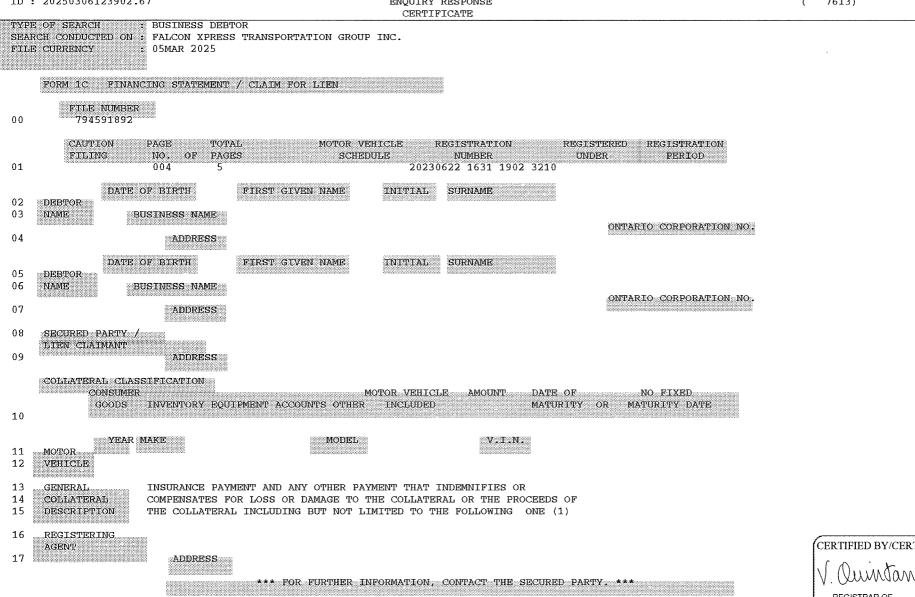


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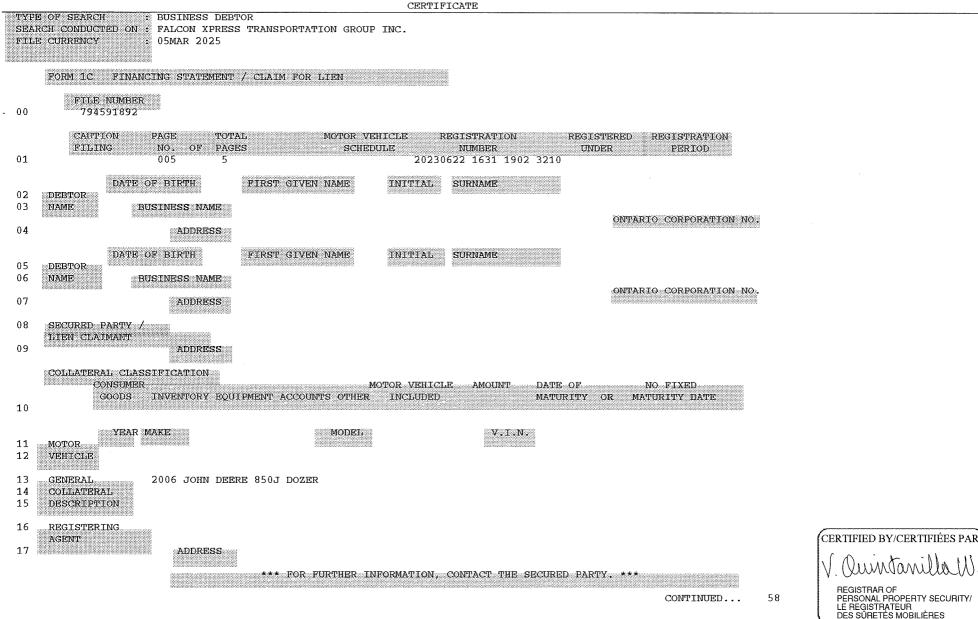
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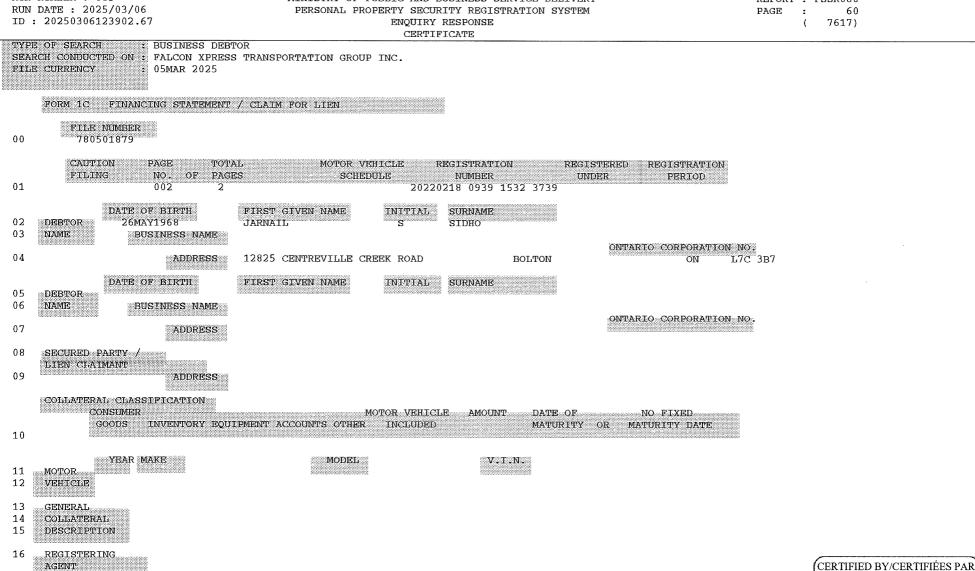
RUN ID :	NUMBER : 065 DATE : 2025/03/06 20250306123902.67	MINISTRY OF PUBLIC ANI PERSONAL PROPERTY SEC ENQUIF CERI	E OF ONTARIO) BUSINESS SERVICE DELIVERY JURITY REGISTRATION SYSTEM RY RESPONSE PIFICATE		REFORT : PSSR060 PAGE : 58 (7615)	353
SEAI	COF SEARCH : BUSINESS DEBY ACH CONDUCTED ON : FALCON XPRESS CURRENCY : 05MAR 2025					
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN				
00	FILE NUMBER 785036259					
01	CAUTION PAGE TOT2 FILING NO. OF PAGE 001 1	SCHEEULE	REGISTRATION REGISTER NUMBER UNDER 220719 1631 1532 0917 P P	PERIOD		
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL FALCON XPRESS TRANSPORTATION				
04	ADDRESS	6068 MAYFIELD RD	CALEDON EAST	NTARIO CORPORATION NO ON L7C	2027	
05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL				
07	ADDRESS		U.	NTARIO CORPORATION NO). .	
08	SECURED PARTY /	THE BANK OF NOVA SCOTIA				
09	ADDRESS	10 WRIGHT BOULEVARD	STRATFORD	on N5A	A7X9	
10	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQU	PMENT ACCOUNTS OTHER INCLUDE	CLE AMOUNT DATE OF ED MATURITY OR 180088.91			
11 12	YEAR MAKE MOTOR 2021 MERCEDES - BENZ VEHICLE	MODEL S CLASS	V.I.N. W1K6G7GB7MA043004			
13 14 15		INTEREST IS LIMITED TO THE MOTO EDS OF THOSE VEHICLES	OR VEHICLES LISTED ABOVE			
16	REGISTERING	D + H LIMITED PARTNERSHIP			COLD THE DAY	
17	AGENT	2 ROBERT SPECK PARKWAY, 15TH	FLOOR MISSISSAUGA	ON L4Z	2 1H8	D BY/CERTIFIÉES PAR
		*** FOR FURTHER INFORMATION	I, CONTACT THE SECURED PARTY.	***		intanilla W.
	an daaraa ka k		, and a second	CONTINUED	LE REGI	TAR OF IAL PROPERTY SECURITY/ STRATEUR RETÉS MOBILIÈRES



RUN ID :	NUMBER : 065 DATE : 2025/03/06 20250306123902.67	PROVINCE OF MINISTRY OF PUBLIC AND BUS PERSONAL PROPERTY SECURIT ENQUIRY RE CERTIFIC	SINESS SERVICE DELIVERY Y REGISTRATION SYSTEM SPONSE		: PSSR060 354 : 59 (7616)
SEAR	COF SEARCH : BUSINES CH CONDUCTED ON : FALCON CURRENCY : 05MAR 2	PRESS TRANSPORTATION GROUP INC.			
	FORM 1C FINANCING STAT	ement / claim for lien			
00	FILE NUMBER 780501879				
01	CAUTION PAGE FILING NO. OF 001	PAGES SCHEDULE	ISTRATION REGISTERED NUMBER UNDER 8 0939 1532 3739 P PPSA	REGISTRATION PERIOD 08	
<u>^</u>	DATE OF BIRTH	FIRST GIVEN NAME INITIAL S	URNAME		
02 03	DEBTOR NAME BUSINESS N	ME FALCON XPRESS TRANSPORTATION GROU			
04	ADDR	E SS 6086 MAYFIELD ROAD	CALEDON EAST	IO CORFORATION NO. ON L7C 0Z7	
05 06	DATE OF BIRTS DEBTOR 26MAY1968 NAME BUSINESS N	JARNAIL S S	URNAME STDHU		
07	ADDR	ESS 12825 CENTREVILLE CREEK ROAD	BOLTON	IO CORFORATION NO. ON L7C 3B7	
08	SECURED PARTY	TD AUTO FINANCE (CANADA) INC.			
09	LIEN CLAIMANT	355 PO BOX 4086, STATION A	TORONTO	on M5w 5k3	
10	COLLATERAL CLASSIFICATIO CONSUMER GOODS INVENTOR		MATURITY OR MA	NO FIXED TURITY DATE	
11 12	YEAR MAKE MOTOR 2022 RAM VEHICLE	MODEL 1500	V.I.N. 1c6srf097nn114508		
13 14 15	GENERAL THE FULL COLLATERAL DESCRIPTION	DEBTOR NAME IS - JARNAIL SINGH SIDHU			
16	REGISTERING	D + H LIMITED PARTNERSHIP			CERTIFIED BY/CERTIFIÉES PAR
17	AGENT	2 ROBERT SPECK PARKWAY, 15TH FLOO	DR MISSISSAUGA	ON L4Z 1H8	
		*** FOR FURTHER INFORMATION, CC	NTACT THE SECURED PARTY, ***		V. Quintavilla W.
				CONTINUED 60	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



(crj1fv 05/2022)



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

RUN NUMBER : 065

17

ADDRESS

PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : PSSR060

355

(crj1fv 05/2022)



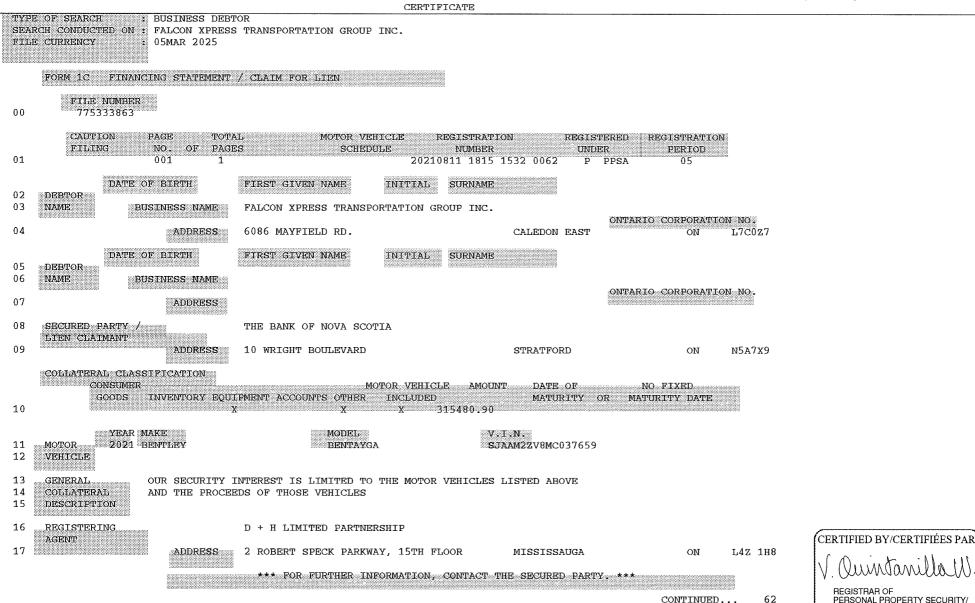
PERSONAL PROPERTY SECURITY/

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REGISTRAR OF

LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

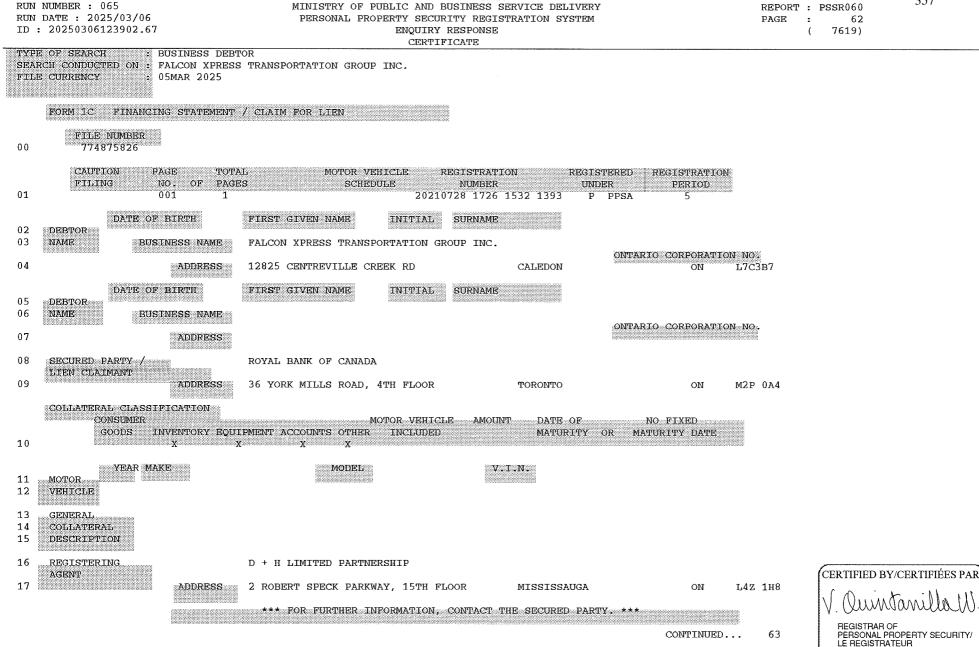
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(crj1fv 05/2022)

DES SÚRETÉS MOBILIÈRES

358

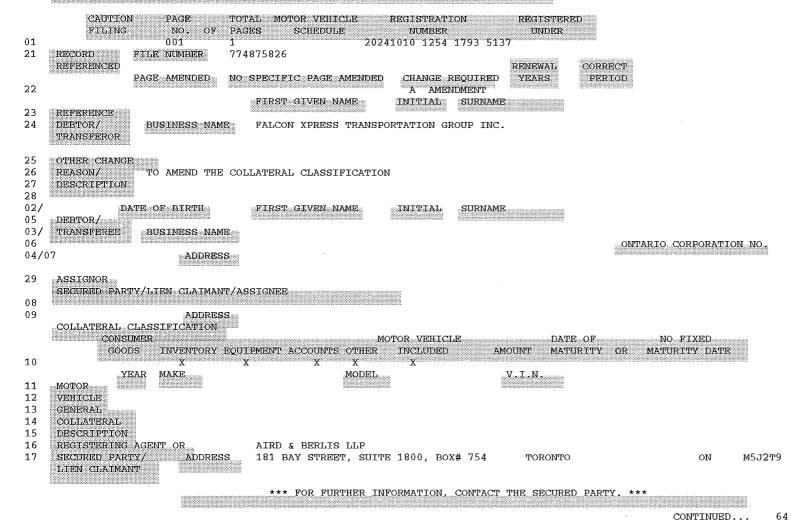
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 : BUSINESS DEBTOR

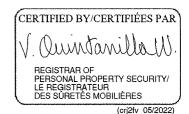
 SEARCH CONDUCTED ON :
 FALCON XPRESS TRANSPORTATION GROUP INC.

 FILE CURRENCY
 :

 05MAR 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

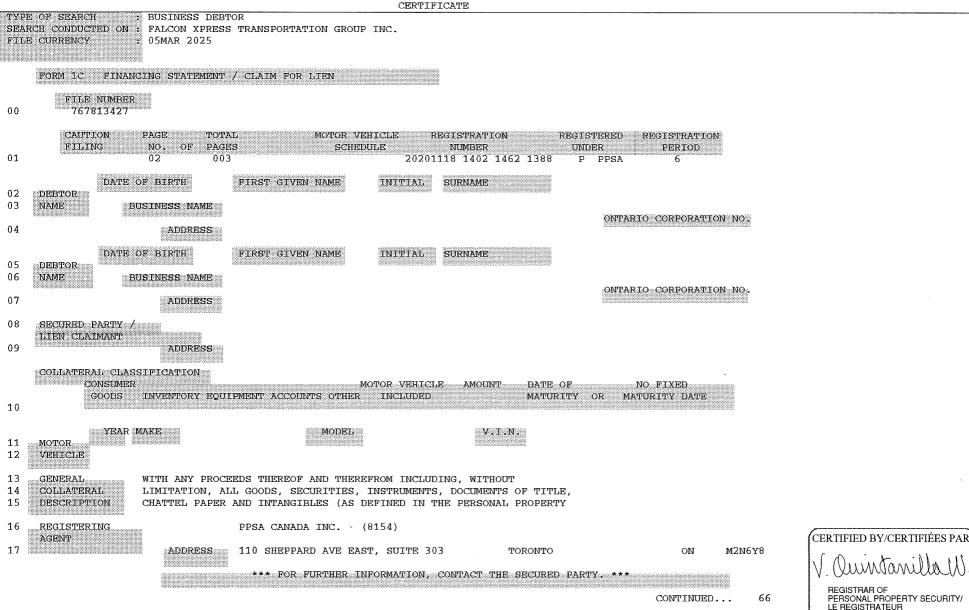






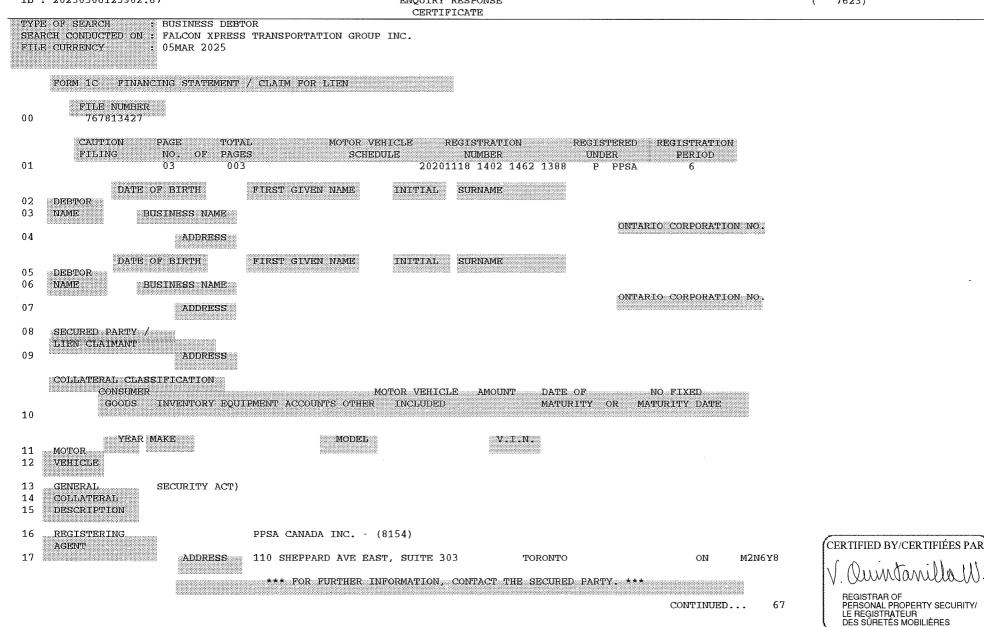
RUN ID :	NUMBER : 065 DATE : 2025/03/06 20250306123902.67	MINISTRY OF PUBLIC AND PERSONAL PROPERTY SECU ENQUIRY CERTI	OF ONTARIO BUSINESS SERVICE DELIVERY RITY REGISTRATION SYSTEM RESPONSE FICATE			: PSSR060 : 64 (7621)	359
SEAI	OF SEARCH : BUSINESS DEBTC CH CONDUCTED ON : FALCON XPRESS CURRENCY : 05MAR 2025						
	FORM IC FINANCING STATEMENT /	CLAIM FOR LIEN					
00	FILE NUMBER 767813427						
01	CAUTTON PAGE TOTAL FILING NO. OF PAGES 01 003	SCHEDULE	REGISTRATION REGIST NUMBER UNDE 1118 1402 1462 1388 P				
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL FALCON XPRESS TRANSPORTATION G	SURNAME ROUP INC.				
04	ADDRESS	6086 MAYFIELD RD	CALEDON EAST	ONTARIO CORPORATION NC ON L7C			
05 06	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME				
07	ADDRESS			ONTARIO CORPORATION NO			
08	SECURED PARTY / LIEN CLAIMANT	TOYOTA INDUSTRIES COMMERCIAL F	INANCE CANADA, INC.				
09	ADDRESS	630 - 401 THE WEST MALL	TORONTO	ON M9C	5J5		
10	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIE X	MOTOR VEHIC MENT ACCOUNTS OTHER INCLUDED X		NO FIXED DR MATURITY DATE			
11 12	YEAR MAKE MOTOR VEHICLE	MØDEL	V.I.N.				
13 14 15	COLLATERAL ACCESSORIES, AI	ING EQUIPMENT TOGETHER WITH ALL DDITIONS, BATTERIES, CHARGERS, ED ON OR FORMING PART OF THE GO	REPAIR PARTS, AND OTHER				
16	REGISTERING	PPSA CANADA INC (8154)					
17	AGENT	110 SHEPPARD AVE EAST, SUITE 3	03 TORONTO	on M2N	I6X8	CERTIFIED BY/C	
		*** FOR FURTHER INFORMATION,	CONTACT THE SECURED PARTY	۲		V. Quinto	milla W.
	-rosours-dobused.web.			CONTINUED	65	REGISTRAR OF PERSONAL PROF LE REGISTRATEL DES SÛRETÉS M	JR I





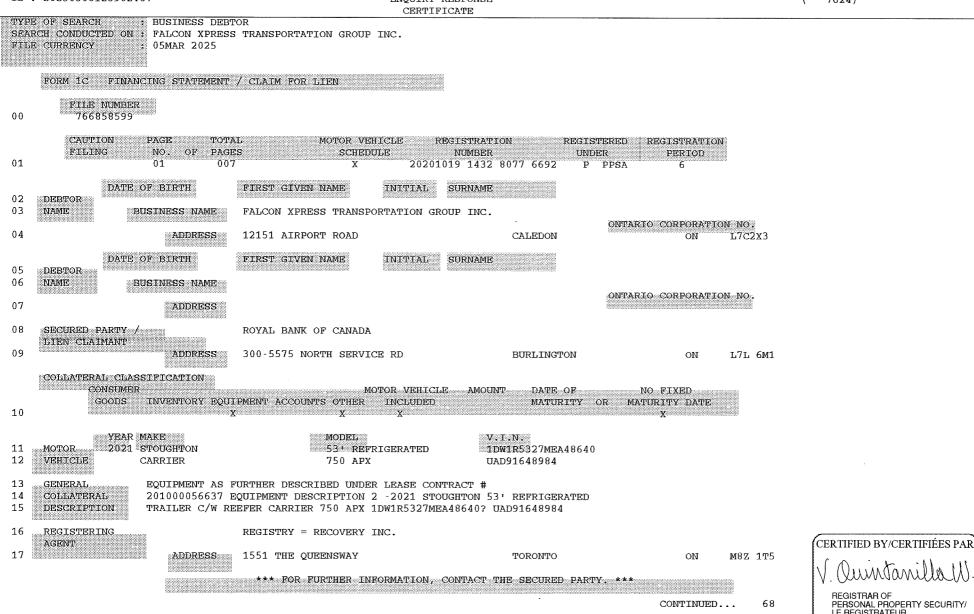


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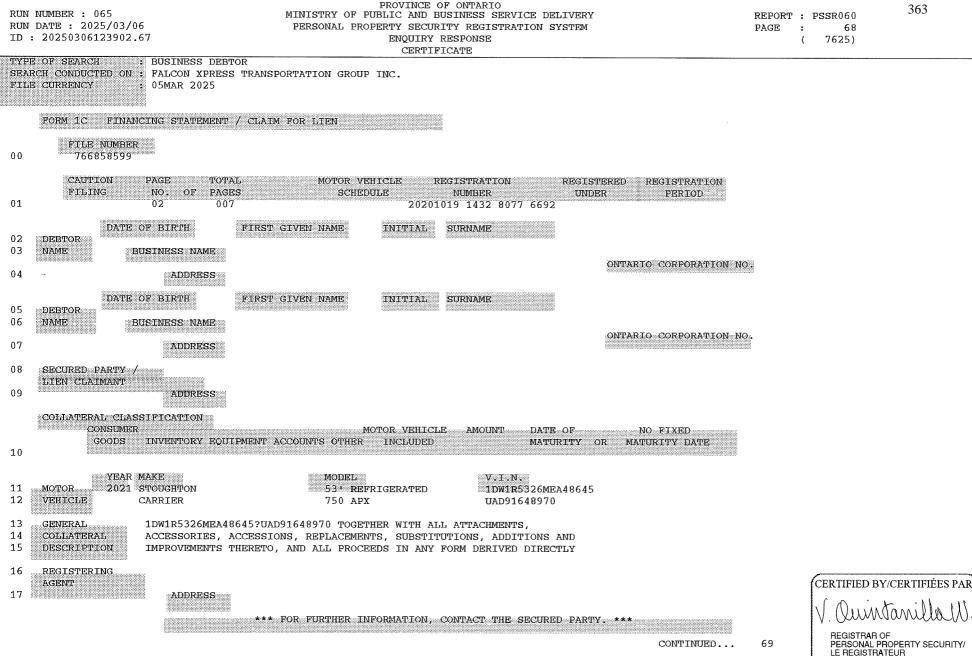


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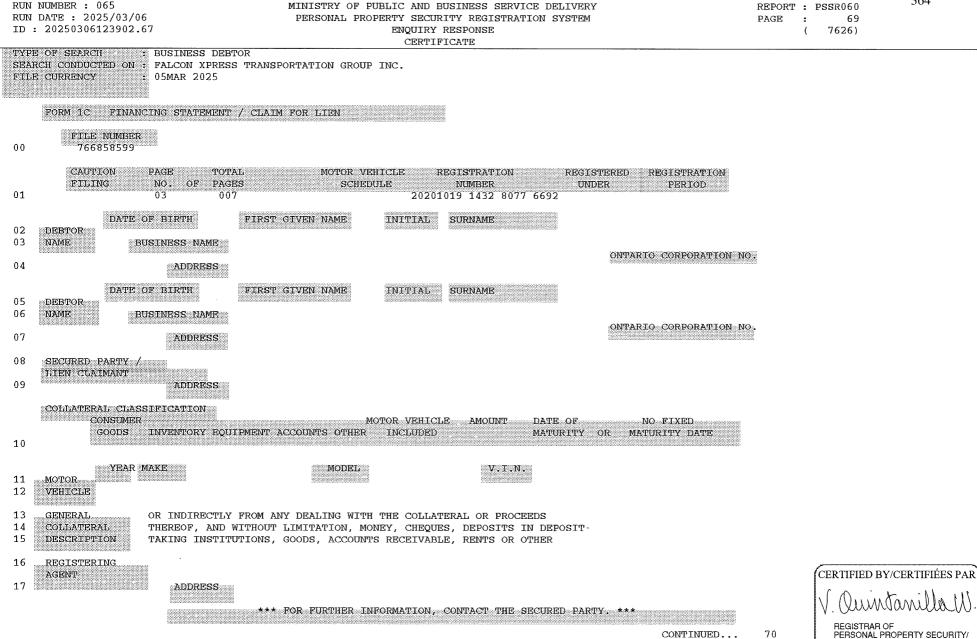


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(crj1fv 05/2022) Ontario

DES SÚRETÉS MOBILIÈRES



PROVINCE OF ONTARIO

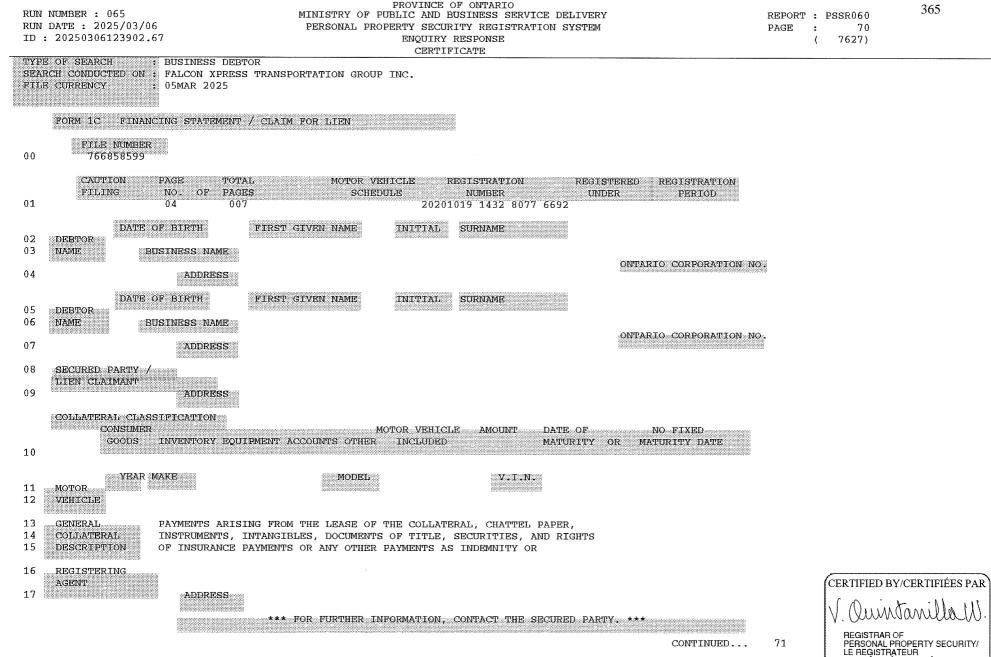
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70

DES SÚRETÉS MOBILIÈRES (crj1fv 05/2022)



LE REGISTRATEUR

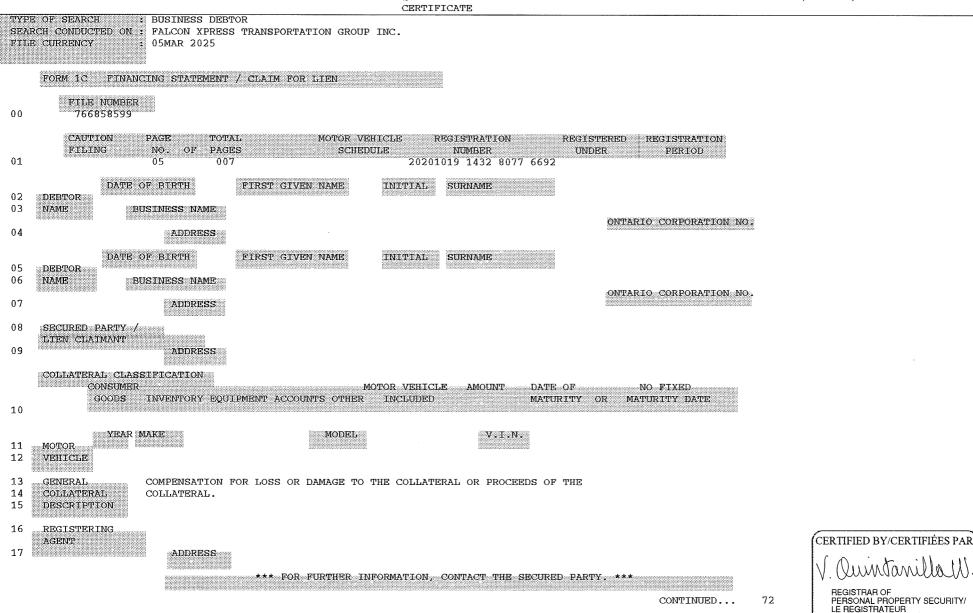


Ontario

(cri1fv 05/2022)

DES SÛRETÉS MOBILIÈRES

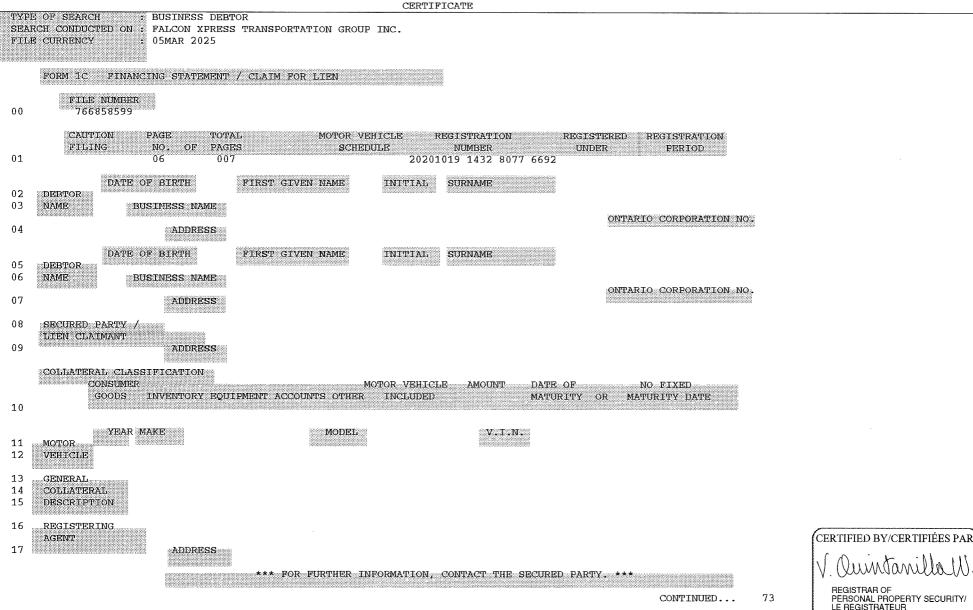
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DES SÚRETÉS MOBILIÈRES

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(crj1fv 05/2022)



DES SÚRETÉS MOBILIÈRES

RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123902.67

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

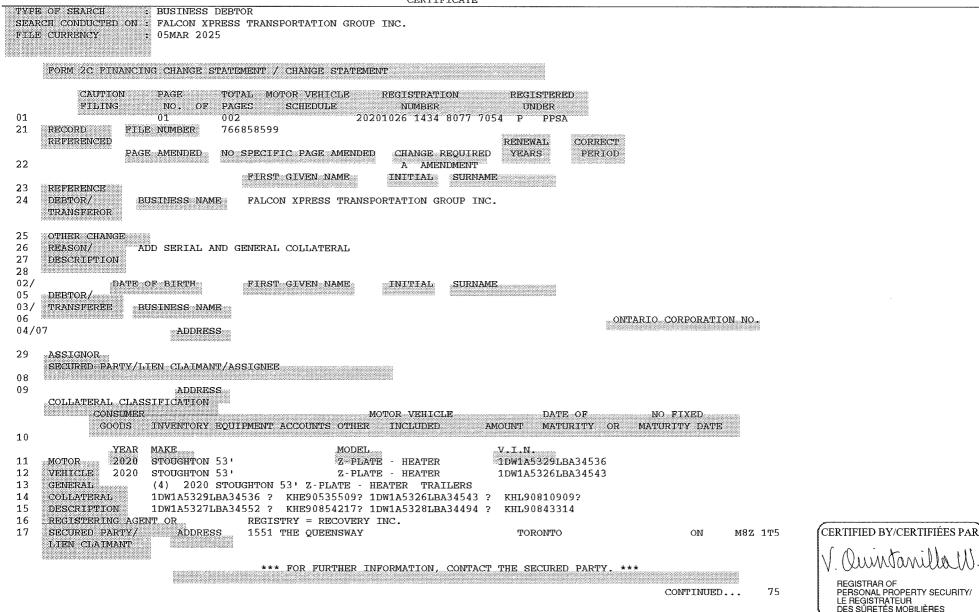
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

				CERTIFICATE	
TYPE C	F SEARCH :	BUSINESS DEBT	OR		
SEARCH	CONDUCTED ON :	FALCON XPRESS	TRANSPORTATION	GROUP INC.	
		05MAR 2025			
	GRRENCI :	USMAR 2025			
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Ţ	ORM 4C MOTOR	VEHICLE SCHEDU	LE		
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CERTIFIED BY/CERTIFIÉES PAR Quintanilla REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj4fv 05/2022)



74 CONTINUED...





RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123902.67	PROVINCE OF MINISTRY OF PUBLIC AND BUS PERSONAL PROPERTY SECURIT ENQUIRY RE CERTIFIC	SINESS SERVICE DELIVERY Y REGISTRATION SYSTEM SPONSE	REPORT PAGE	: PSSR060 3 : 75 (7632)
TYPE OF SEARCH : BUSINESS I SEARCH CONDUCTED ON : FALCON XPE FILE CURRENCY : 05MAR 2025	ESS TRANSPORTATION GROUP INC.			
FORM 2C FINANCING CHANGE ST	ATEMENT / CHANGE STATEMENT			
CAUTION PAGE FILING NO. OF 01 02 21 RECORD FILE NUMBER REFERENCED 22 23 REFERENCE 24 DEBTOR/ BUSINESS NAME TRANSFEROR	766858599 NO SPECIFIC PAGE AMENDED CHANGE REQ A AMENDM FIRST GIVEN NAME INITIAL S	UNDER 77 7054 p PPSA RENEWAL CORRECT JUIRED YEARS PERIOD IENT KURNAME		
25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAMI 06 04/07 ADDRESS		URNAME ONTARIO_C	CORFORATION NO.	
29 ASSIGNOR SECURED PARTY/LIEN CLAIMAN 08 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY I			FIXED NTY DATE	
YEAR MAKE 11 MOTOR 2020 STOUGHTON 9 12 VEHICLE 2020 STOUGHTON 9 13 GENERAL 14 COLLATERAL		V.I.N. 1DW1A5327LBA34552 1DW1A5328LBA34494		
15 DESCRIPTION 16 REGISTERING AGENT OR 17 SECURED PARTY/ ADDRESS LIEN CLAIMANT	REGISTRY = RECOVERY INC. 1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5	CERTIFIED BY/CERT
	*** FOR FURTHER INFORMATION, CC		CONTINUED 76	

CERTIFIED BY/CERTIFIÉES PAR V. QUUM TAMULAU. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (orj2fv 05/2022)



371

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON . FALCON XPRESS TRANSPORTATION GROUP INC. FILE CURRENCY **± 05MAR 2025** PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 002 20201120 1033 8077 8287 PPSA P 21 RECORD FILE NUMBER 766858599 REFERENCEL RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON XPRESS TRANSPORTATION GROUP INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADD SERIAL AND GENERAL COLLATERAL 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR/ 05 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. MOTOR 2021 FREIGHTLINER PT126SLP 1FUJHHDR3MLMM1803 11 12 VEHICLE 2021 FREIGHTLINER PT126SLP 1FUJHHDR5MLMM1804 13 GENERAL (3) 2021 FREIGHTLINER PT126SLP VIN 1FUJHHDR3MLMM1803? 14 1FUJHHDR5MLMM1804, 1FUJHHDR2MLMM1811 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR REGISTRY = RECOVERY INC. SECURED PARTY/ CERTIFIED BY/CERTIFIÉES PAR 17 ADDRESS 1551 THE QUEENSWAY M8Z 1T5 TORONTO ON LTEN CLAIMANT untarille *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 77 CONTINUED... LE REGISTRATEUR



(cri2fv 05/2022)

DES SÛRETÉS MOBILIÈRES

372

CERTIFICATE BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : FALCON XPRESS TRANSPORTATION GROUP INC. FILE CURRENCY FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 02 002 20201120 1033 8077 8287 PPSA P 21 RECORD FILE NUMBER 766858599 REFERENCEL RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON XPRESS TRANSPORTATION GROUP INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME. DEBTOR/ 05 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 08 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER DATE OF MOTOR VEHICLE NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 2021 FREIGHTLINER PT126SLP 1FUJHHDR2MLMM1811 12 VEHICLE: 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR REGISTRY = RECOVERY INC. CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY M8Z 1T5 TORONTO ON LIEN CLAIMANT untarril *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 78 CONTINUED... LE REGISTRATEUR



DES SÚRETÉS MOBILIÈRES

RIM	NUMBER : 06	5	MINISTRY OF I	PROVINCE C	F ONTARIO USINESS SERVICE DEL	TUPDV	RI
	DATE : 2025				ITY REGISTRATION SY		P/
	: 2025030612			ENQUIRY			
				CERTIF	ICATE		
SEA FTL		: 05MAR 2025	TOR 5 TRANSPORTATION GROUP	' INC.			
	FORM 1C	FINANCING STATEMENT	/ CLAIM FOR LIEN				
00	FILE N 76677	an a					
01	CAUPIO FILING		SS SCHEI	JULE	EGISTRATION NUMBER 015 1434 8077 6542	UNDER PEF	RATION RIOD 0
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03	NAME	BUSINESS NAME	FALCON XPRESS TRANSI	PORTATION GR	OUP INC.	ONTARIO CORF	2012/07/11/2011 11/201
04		ADDRESS	12151 AIRPORT ROAD		CALEDON	AZIN CZARCEZ CORE	ON L7C2X

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR NAME 06 BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANT 09 300-5575 NORTH SERVICE RD ADDRESS BURLINGTON ON L7L 6M1 COLLAPERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X X X X X YEAR MAKE MODEL V.I.N. 11 MOTOR VEHICLE 12 GENERAL 13 AS PER MASTER LEASE AGREEMENT DATED OCTOBER 15 2020 TOGETHER 14 COLLATERAL WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE 15 DESCRIPTION DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL







Ontario 🕅

REPORT : PSSR060

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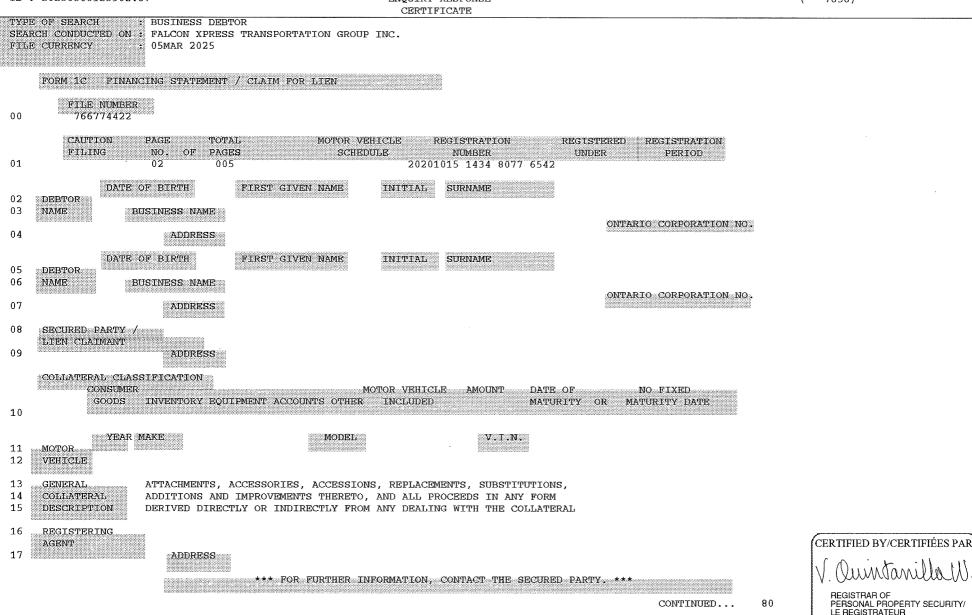
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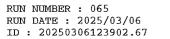
374



(crj1fv 05/2022)



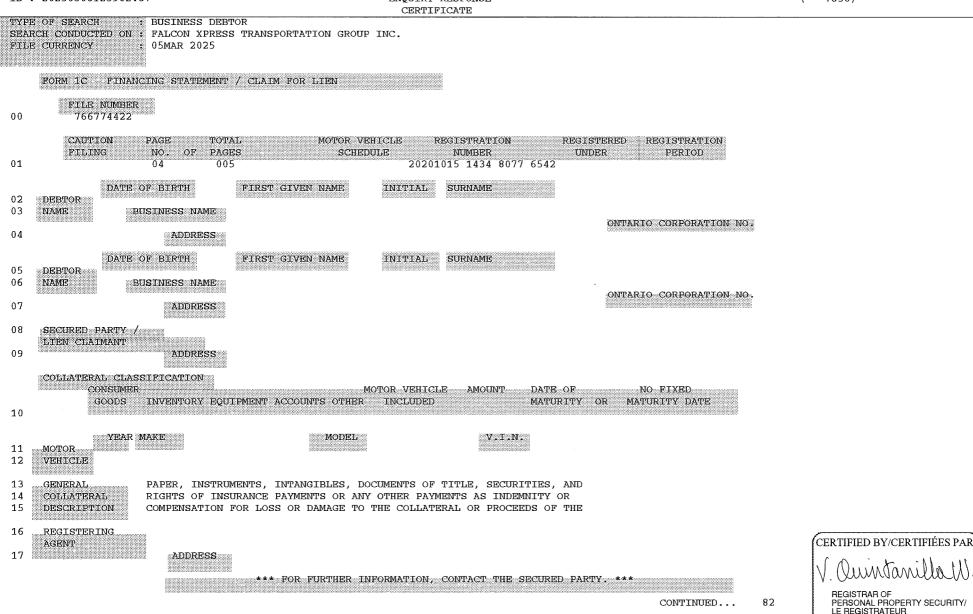
DES SÜRETÉS MOBILIÈRES





CERTIFIED BY/CERTIFIÉES PAR V. QUINTANILAU. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crij f/v 05/2022)

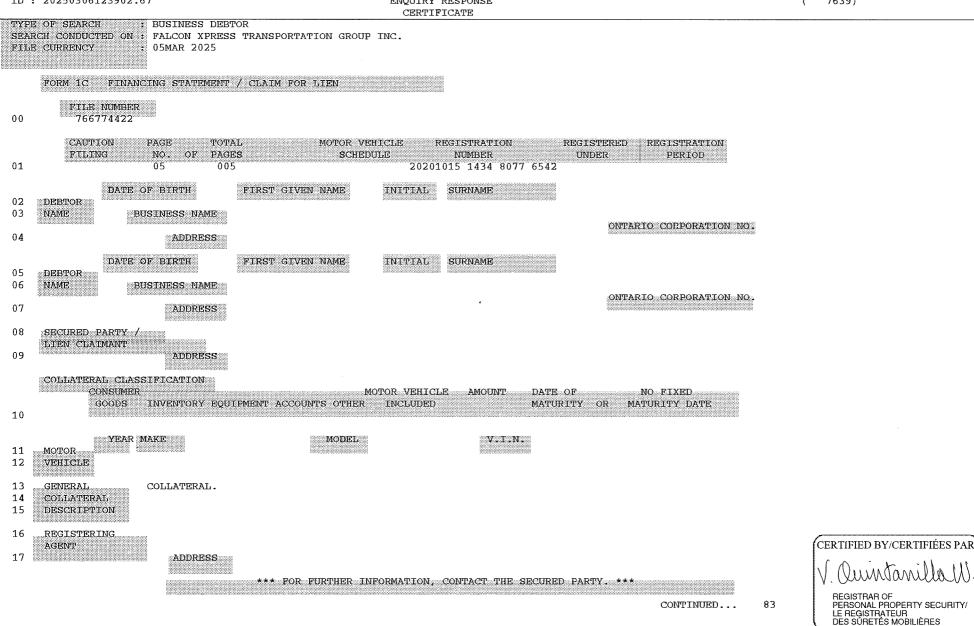




(crj1fv 05/2022) Ontario

DES SÚRETÉS MOBILIÈRES

377



(crj1fv 05/2022)





PROVINCE OF ONTARIO

CERTIFIED BY/CERTIFIÉES PAR V. QUUM TAMULTA REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETES MOBILIÈRES



378

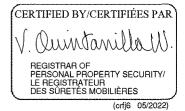
Ontario 🕅

RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123902.67 379

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: FALCON XPRESS TRANSPORTATION GROUP INC.FILE CURRENCY: 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NU	MBER	REGISTRATION NUMBER	REGISTRATION NUME	BER REGISTRATION NUMBER
512247852	20241227 1114 15	90 2235	20250220 1517 1590 88	58	
511920702	20241213 1012 17	93 1006	20241224 1404 1462 51	50	
509471163	20240925 0818 10	31 0367			
506593539	20240621 0917 15	32 3876			
506204955	20240610 0858 40	85 8603			
797166216	20230914 1135 17	93 9233	20230919 1701 1462 45	95	
795307356	20230717 1025 17	93 3936			
794807955	20230629 1117 22	03 1077			
794591892	20230622 1631 19	02 3210			
785036259	20220719 1631 15	32 0917			
780501879	20220218 0939 15	32 3739			
775333863	20210811 1815 15	32 0062			
774875826	20210728 1726 15	32 1393	20241010 1254 1793 51	37	
767813427	20201118 1402 14	62 1388			
766858599	20201019 1432 80	77 6692	20201026 1434 8077 70	54 20201120 1033 8073	7 8287
766774422	20201015 1434 80	77 6542			
762787134	20200617 1334 40	85 3004			





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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "FALCON XPRESS TRANSPORTATION GROUP INC."

Search Date and Time: Account Name: Folio Number: March 6, 2025 at 9:43:57 am Pacific time Not available. 118-323616-CH

NIL RESULT

0 Matches in 0 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 0

The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.





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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 6086 MAYFIELD INC.

FILE CURRENCY : 05MAR 2025

ENQUIRY NUMBER 20250306123907.42 CONTAINS 5 PAGE(S), 2 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.

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

(crfj6 05/2022)

CONTINUED... 2

AIRD & BERLIS LLP ATTN: JENAYA MCLEAN HOLD FOR PICKUP TORONTO ON M5J2T9

Ontario 🕅

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 6086 MAYFIELD INC. FILE CURRENCY 205MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 776097576 00 CAUPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20210903 1420 1590 3874 P PPSA 1 5 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME 6086 MAYFIELD INC. BUSINESS NAME ONTARIO CORPORATION NO. L7C 3B7 ON 04 ADDRESS 12825 CENTREVILLE CREEK ROAD CALEDON SURNAME DATE OF BIRTH FIRST GIVEN NAME INTTIAL 05 DEBTOR 06 NAME BUSINESS NAME 6086 MAYFIELD INC. ONTARIO CORPORATION NO. 07 ADDRESS 6086 MAYFIELD ROAD CALEDON ON 17C 027 80 SECURED PARTY / ROYAL BANK OF CANADA LIEN CLAIMANT 09 ADDRESS 36 YORK MILLS ROAD 4TH FLOOR ON M2P 0A4 COLLABERAL GLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x X V.I.N. YEAR MAKE MODEL MOTOR 11 VEHICLE 12 ASSIGNMENT OF RENTS WITH RESPECT TO 6086 MAYFIELD ROAD, CALEDON 13 GENERAL 14 COLLATERAL DESCRIPTION 15 REGISTERING TSC LAW PROFESSIONAL CORPORATION 16 CERTIFIED BY/CERTIFIÉES PAR AGENT MISSISSAUGA L5S 0A7 17 ADDRESS 510-218 EXPORT BLVD. ON *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

3 CONTINUED...







TD : 20230306123301.42	CERTIFICATE	(,033)
TYPE OF SEARCH : BUSINESS DEB' SEARCH CONDUCTED ON : 6086 MAYFIEL FILE CURRENCY : 05MAR 2025		
FORM 1C FINANCING STATEMENT	7 CLAIM FOR LIEN	
PILE NUMBER 00 774873495		
CAUTION PAGE TOT FILING NO. OF PAG 01 001 1		
DATE OF BIRTH	FTRST GIVEN NAME INITIAL SURNAME	
02 DEBTOR 03 NAME BUSINESS NAME	6086 MAYFIELD INC.	
04 ADDRESS	12825 CENTREVILLE CREEK RD CALEDON ON L7	0 C3B7
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
06 NAME BUSINESS NAME	ONTARIO CORPORATION N	
07 ADDRESS	CATARIO CORPORTION N	
08 SECURED PARTY	ROYAL BANK OF CANADA	
LIEN CLAIMANT 09 ADDRESS	36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2	P 0A4
COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUNT DATE OF NO FIXED	
GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X X	
YEAR MAKE	MODEL; V.I.N.	
11 MOTOR associates backbookses		
13 GENERAL		
14 COLLATERAL 15 DESCRIPTION		
16 REGISTERING	D + H LIMITED PARTNERSHIP	CERTIFIED BY/CERTIFIÉES PAR
AGENT 17 ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4	Z 1H8
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	V. Quintanilla W.
	CONTINUED	4 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 065 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2025/03/06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ID : 20250306123907.42 ENQUIRY RESPONSE CERTIFICATE CERTIFICATE	REPORT : PSSR060 386 PAGE : 4 (7660)
TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 6086 MAYFIELD INC. FILE CURRENCY : 05MAR 2025	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT	
CAUTION PAGE TOTAL MOTOR VENICLE REGISTRATION REGISTERED PILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20241010 1255 1793 5138 21 RECORD FILE NUMBER 774873495 RENEWAL CORRECT 22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT INITIAL SURNAME SURNAME 23 REFERENCE BUSINESS NAME 6086 MAYFIELD INC.	
TRANSFEROR 25 OTHER CHANGE 26 REASON/ TO AMEND THE COLLATERAL CLASSIFICATION 27 DESCRIPTION 28 02/ 02/ DATE OF BIRTH 05 DEBTOR/ 03/ TRANSFEREE 06 ONTARI 04/07 ADDRESS	CO. CORPORATION NO.
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MA	NO FIXED. ATURITY DATE
10 X X X X X YEAR MAKE MODEL V.I.N. 11 MOTOR V.I.N. 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION	
16 REGISTERING AGENT OR AIRD & BERLIS LLP 17 SECURED PARTY/ ADDRESS 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	ON M5J2T9 CONTINUED 5 CONTINUED 5 CERTIFIED BY/CERTIFIÉES PAR V. Quint du lie Span REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (2504. 05/0002)

(crj2fv 05/2022)

Ontario 😿

5 7661) (

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 6086 MAYFIELD INC. FILE CURRENCY : 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION	

REGISTRATION NUMBER

REGISTRATION NUMBER

REGISTRATION NUMBER

776097576 20210903 1420 1590 3874 774873495 20210728 1602 1532 1152 20241010 1255 1793 5138

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



(crfj6 05/2022)



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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC.

FILE CURRENCY : 05MAR 2025

> ENQUIRY NUMBER 20250306123905.11 CONTAINS 15 PAGE(S), 5 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.

> CERTIFIED BY/CERTIFIÉES PAR Juntanillo REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

(crfj6 05/2022)

2



AIRD & BERLIS LLP ATTN: JENAYA MCLEAN HOLD FOR PICKUP TORONTO ON M5J2T9

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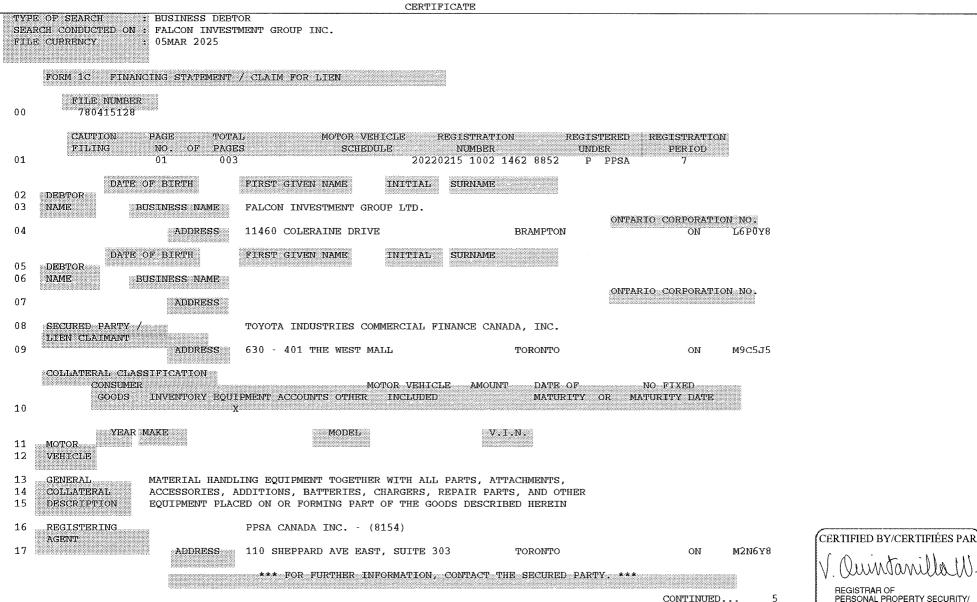
ID :	: 20250306123905.11	ENQUIRY RESPONSE CERTIFICATE	(7643)
SEAI	E OF SEARCH : BUSINESS DEBT RCH CONDUCTED ON : FALCON INVEST B CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN	
00	FILE NUMBER 797193846		
01	CAUTION PAGE TOTA FILING NO. OF PAGE 001 1		
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
02	NAME BUSINESS NAME	FALCON INVESTMENT GROUP INC.	
04	ADDRESS	6780 CASTLEDERG SIDERD CALEDON EAST ON L7C)P3
05 06	DATE OF BIRTH DEBTOR 26MAY1968 NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME JARNAIL S SIDHU	
07	ADDRESS	6780 CASTLEDERG SIDERD CALEDON EAST ON L7C)P3
08	SECURED PARTY /	JOHN DEERE FINANCIAL INC.	
09	ADDRESS	295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY ON L3M	4H5
	COLLATERAL CLASSIFICATION CONSUMER	- MOTOR VEHICLE AMOUNT DATE OF NO FIXED	
10	GOODS INVENTORY EQUI	PMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X 135919 148EP2028	
11 12	YEAR MAKE MOTOR 2023 JOHN DEERE VEHICLE	MODEL V.I.N. 4066R 1LV4066RJPN415840	
13 14 15	GENERAL COLLATERAL DRSCRIPTION		
16	REGISTERING	ESC CORPORATE SERVICES LTD.	CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS	201-1325 POLSON DR. VERNON BC VIT	3H2
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	V. QUIMTAMILLAW. REGISTRAR OF
		CONTINUED	3 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



CERTIFICATE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 794575377 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE FILING NO. OF PAGES NUMBER UNDER PERIOD 01 001 1 20230622 1013 1901 1822 P PPSA 07 SURNAME DATE OF BIRTH FIRST GIVEN NAME INITIAL 02 DEBTOR 03 NAME BUSINESS NAME FALCON INVESTMENT GROUP INC. ONTARIO CORFORATION NO. 04 6780 CASTLEDERG SIDERD ON L7C 0P3 ADDRESS CALEDON EAST DATE OF BIRTH FIRST GIVEN NAME SURNAME TNTTTAL 05 DEBTOR 06 NAME BUSINESS NAME FALCON MOTOR XPRESS LTD ONTARIO CORPORATION NO. 07 ADDRESS 12151 AIRPORT RD CALEDON ON L7C 2X3 80 SECURED PARTY / JOHN DEERE FINANCIAL INC. LIEN CLAIMANT 09 ADDRESS 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY ON L3M 4H5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE \mathbf{x} 10 X YEAR MAKE MODEL V.I.N. 2023 JOHN DEERE 850L 11 MOTOR 1T0850LXVPF447869 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. CERTIFIED BY/CERTIFIÉES PAR AGENT 17 201-1325 POLSON DR. VERNON V1T 8H2 ADDRESS BC umtarrill *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ CONTINUED ... 4 LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



(crj1fv 05/2022)

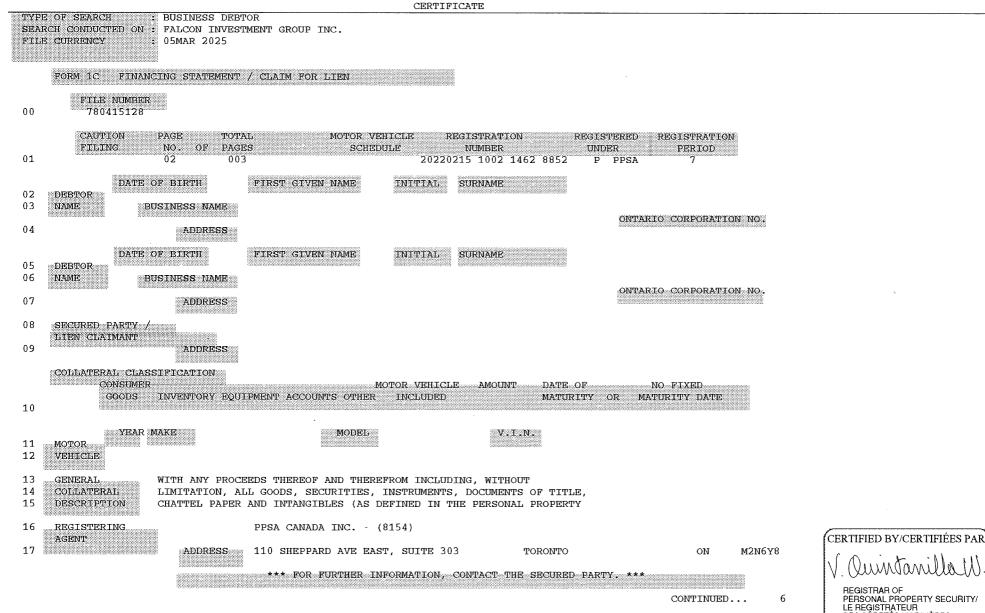




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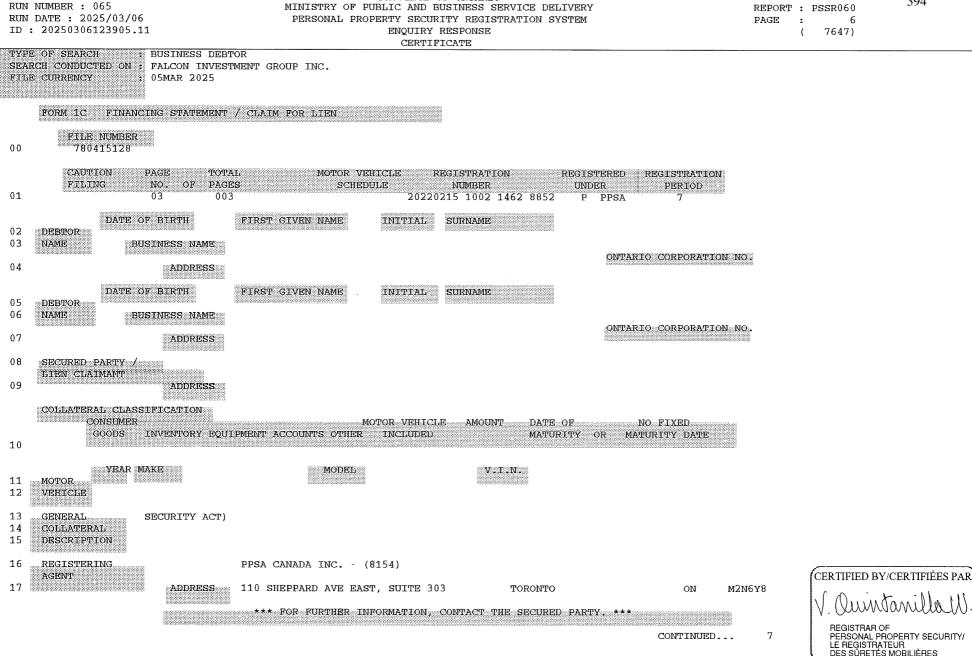
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Ontario

(crj1fv 05/2022)

DES SÚRETÉS MOBILIÈRES



PROVINCE OF ONTARIO

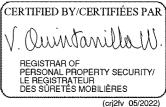


(crj1fv 05/2022)

395

CERTIFICATE : BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC. FILE CURRENCY 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20220520 1403 1462 7064 21 780415128 RECORD FILE NUMBER REFERENCEL RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS PERIOD CHANGE REQUIRED 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON INVESTMENT GROUP LTD. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADD A DEBTOR 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE FALCON MOTOR XPRESS LTD. BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 11460 COLERAINE DRIVE BRAMPTON ADDRESS ON L6P0Y8 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 MODEL MAKE V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. 17 SECURED PARTY/ ADDRESS 630 - 401 THE WEST MALL M9C5J5 TORONTO ON LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...





CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC. FILE CURRENCY 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 780415137 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 01 003 20220215 1002 1462 8853 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 NAME BUSINESS NAME FALCON INVESTMENT GROUP LTD. ONTARIO CORFORATION NO. 04 ADDRESS 11460 COLERAINE DRIVE BRAMPTON ÖN L6P0Y8 DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. DIFN CLAIMANT 09 ADDRESS 630 - 401 THE WEST MALL TORONTO M9C5J5 ON COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY DATE MATURITY OR 10 x YEAR MAKE MODEL V.I.N. MOTOR 11 VEHICLE 12 13 GENERAL 1 CASCADE R72G-RCP-S003 TOGETHER WITH ALL PARTS, ATTACHMENTS, 14 COLLATERAL ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER 15 DESCRIPTION EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN 16 REGISTERING PPSA CANADA INC. - (8154) AGENT 17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** 9

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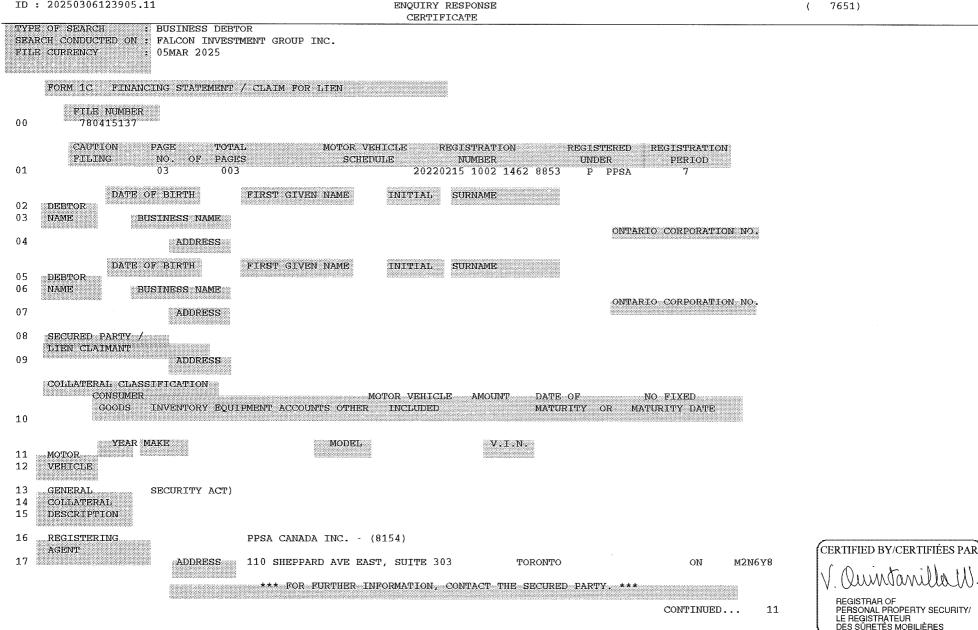




ID :	20250306123905.11	ENQUIRY RESPONSE CERTIFICATE	(7650)
SEAI	OF SEARCH : BUSINESS DEBTOR CH CONDUCTED ON : FALCON INVESTMENT GROUP INC. CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN		
00	FILE NUMBER 780415137		
01	CAUTION PAGE TOTAL MOTOR VE PILING NO. OF PAGES SCHEE 02 003		STRATION ERIOD 7
02 03	DATE OF BIRTH FIRST GIVEN NAME DEBTOR NAME BUSINESS NAME	INITIAL SURNAME	
04	ADDRESS	ONTARIO: CO	RPORATION NO.
05 06	DATE OF BIRTH FIRST GIVEN NAME DEBTOR NAME BUSINESS NAME	INITIAL SURNAME	
07	ADDRESS	ONTARIO CO	RPORATION NO.
08	SECURED PARTY /		
09	LTEN CLAIMANT ADDRESS		
		NOTOR VEHICLE AMOUNT DATE OF NO FI	
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED MATURITY OR MATURIT	Y DATE
11 12	YEAR MAKE MODEL MOTOR VEHICLE		
13 14 15	GENERAL WITH ANY PROCEEDS THEREOF AND THERE COLLATERAL LIMITATION, ALL GOODS, SECURITIES, DESCRIPTION CHATTEL PAPER AND INTANGIBLES (AS I	INSTRUMENTS, DOCUMENTS OF TITLE,	
16	REGISTERING PPSA CANADA INC ((8154)	CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS 110 SHEPPARD AVE EAS	ST, SUITE 303 TORONTO IFORMATION, CONTACT THE SECURED PARTY. ***	on M2N6Y8 V. Quintavilla W.
		·	NTINUED 10 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES





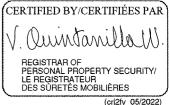


(crj1fv 05/2022)



399

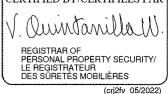
CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20220520 1403 1462 7062 21 RECORD FILE NUMBER 780415137 REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON INVESTMENT GROUP LTD. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADD A CO-LESSEE 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME FALCON MOTOR XPRESS LTD. 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 11460 COLERAINE DRIVE BRAMPTON ON L6P0Y8 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EOUTPMENT ACCOUNTS OTHER. INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N 11 MOTOR VEHICLE 12 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. 17 M9C5J5 SECURED PARTY/ ADDRESS 630 - 401 THE WEST MALL TORONTO ON LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 12





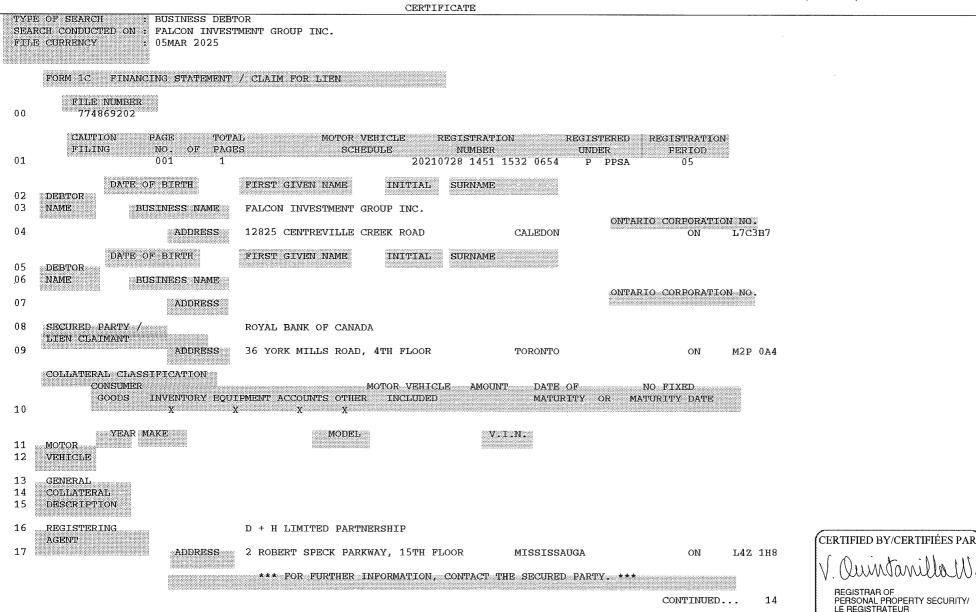
7653)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20220520 1403 1462 7063 21 RECORD FILE NUMBER 780415137 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON INVESTMENT GROUP LTD. TRANSFEROR 25 OTHER CHANGE REASON/ 26 CHANGE THE REFERENCE # FROM 26994 TO 26995 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 GENERAL. 13 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 630 - 401 THE WEST MALL TORONTO ON M9C5J5 LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... 13





401



(crj1fv 05/2022)



DES SÚRETÉS MOBILIÈRES

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC. FILE CURRENCY ± 05MAR 2025 PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING OF PAGES SCHEDULE UNDER NO_{+} NUMBER 01 001 20241010 1256 1793 5140 1 21 RECORD FILE NUMBER 774869202 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERTOD 22 A AMENDMENT INITIAL FIRST GIVEN NAME SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME FALCON INVESTMENT GROUP INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ TO AMEND THE COLLATERAL CLASSIFICATION 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 х X Х Х x YEAR MAKE MODEL. V.I.N. MOTOR 11 12 VEHICLE. 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR AIRD & BERLIS LLP CERTIFIED BY/CERTIFIÉES PAR 17 M5J2T9 SECURED PARTY/ ADDRESS 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON LIEN CLAIMANT intanillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF CONTINUED... 15 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



(crj2fv 05/2022)

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON : FALCON INVESTMENT GROUP INC.FILE CURRENCY: 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
797193846	20230915 0912 1902 0974			
794575377	20230622 1013 1901 1822			
	Bebbeend atte abta atte	20220520 1403 1462 7064		
	Deserved a state a state state		20220520 1403 1462 7063	
			20220520 1405 1462 7065	
774869202	20210728 1451 1532 0654	20241010 1256 1793 5140		



(crfj6 05/2022)



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

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2593548 ONTARIO INC.

FILE CURRENCY : 05MAR 2025

ENQUIRY NUMBER 20250306123909.73 CONTAINS 139 PAGE(S), 65 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.

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

(crfj6 05/2022)

CONTINUED... 2



AIRD & BERLIS LLP ATTN: JENAYA MCLEAN HOLD FOR PICKUP TORONTO ON M5J2T9

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. ✿ 05MAR 2025 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 510937551 00 CAUTION PAGE MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION TOTAL FILING NO. OF PAGES SCHEDULE NUMBER UNDER FERIOD 01 001 20241112 1000 1532 4152 1 P PPSA 6 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORPORATION NO. 046086 MAYFIELD RD CALEDON ON L7C0Z7 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION LITEN CLATMANP 09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR x x x X 10 YEAR MAKE MODEL V.I.N. 2025 FREIGHTLINER PT126SLP 3AKJHHDR1SSWC9541 11 MOTOR 12 VEHICLE 2025 FREIGHTLINER PT126SLP 3AKJHHDR3SSWC9542 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR AGENT 17 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS MISSISSAUGA ON L4Z 1H8 MATAN *** FOR FURTHER INFORMATION. CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 3 CONTINUED... LE REGISTRATEUR

406



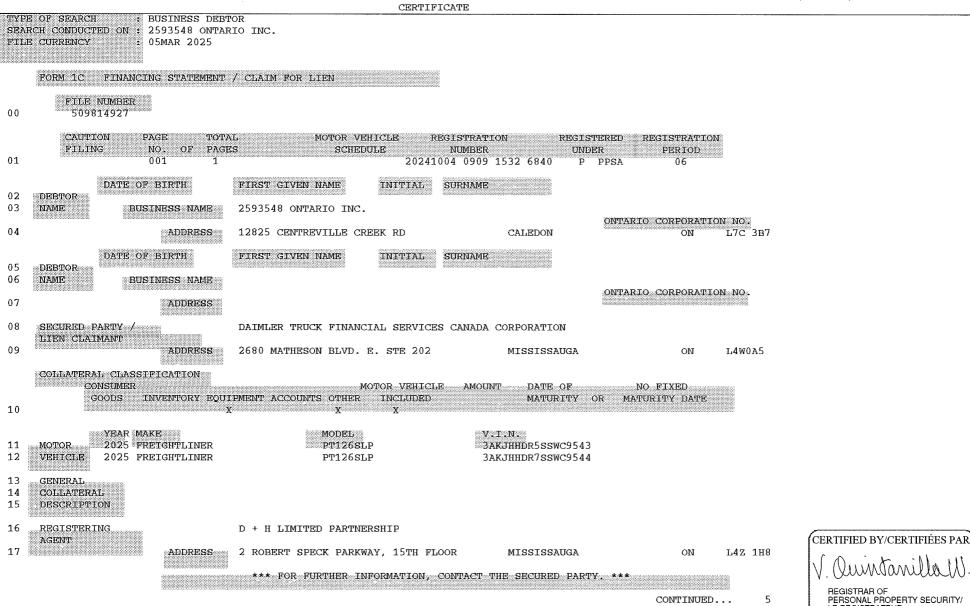
(cri1fv 05/2022)

DES SÜRETÉS MOBILIÈRES

TD . 20230300123703.13	CERTIFICATE	(7004)
TYPE OF SEARCH: BUSINESS DEB'SEARCH CONDUCTED ON: 2593548 ONTALFILE CURRENCY: 05MAR 2025		
FORM 1C FINANCING STATEMENT	7 CLAIM FOR LIEN	
PILE NUMBER 00 510552261		
CAUTION PAGE TOT. FILING NO. OF PAG 01 001 1		ISTRATION PERIOD 06
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
02 DEBTOR 03 NAME BUSINESS NAME	2593548 ONTARIO INC.	
04 ADDRESS	6086 MAYFIELD RD CALEDON	ORPORATION NO. ON L7C0Z7
05 DEBTOR 06 NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
07 ADDRESS	ONTARIO C	ORFORATION NO.
08 SECURED PARTY / LIEN CLAIMANT	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION	
09 ADDRESS	2680 MATHESON BLVD. E. STE 202 MISSISSAUGA	ON L4W0A5
	MOTOR VEHICLE AMOUNT DATE OF NO F IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY X X X X	IXED TY DATE
YEAR MAKE 11 MOTOR 2025 FREIGHTLINER 12 VEHICLE 2025 FREIGHTLINER	MODELV.I.N.PT126SLP3AKJHHDR6SSWD1866PT126SLP3AKJHHDR8SSWD1867	
13 GENERAL 14 COLLATERAL		
15 DESCRIPTION		
16 REGISTERING	D + H LIMITED PARTNERSHIP	CERTIFIED BY/CERTIFIÉES PAR
AGENT 17 ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA	ON LAZ 1H8 V. QUINTANILLAW.
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***	REGISTRAR OF
	c	ONTINUED 4 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES (crj1fv 05/2022)





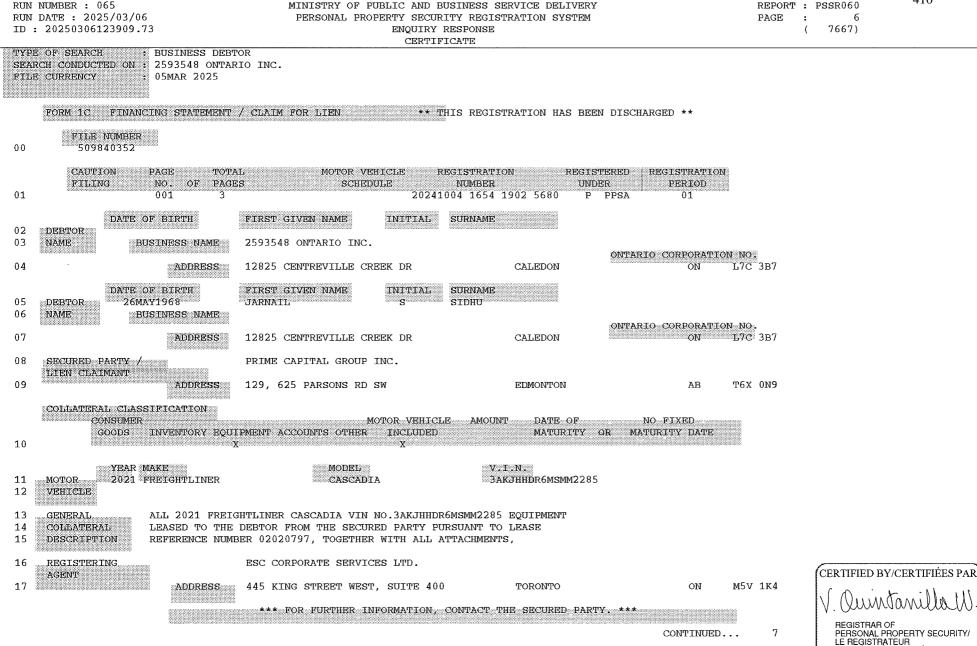




CERTIFICATE BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY **±** 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20241007 1026 1532 4339 1 21 RECORD FILE NUMBER 509814927 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ 2593548 ONTARIO INC. BUSINESS NAME TRANSFEROR. 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS TO COLLATERAL CLASSIFICATION 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 Х x Х X YEAR MAKE MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING AGENT OR 16 D + H LIMITED PARTNERSHIP 17 2 ROBERT SPECK PARKWAY, 15TH FLOOR SECURED PARTY/ ADDRESS MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** CONTINUED... 6







PROVINCE OF ONTARIO



(cri1fv 05/2022)

DES SÜRETÉS MOBILIÈRES

ID : 20250306123909.73	ENQUIRY RESPONSE CERTIFICATE	(7668)
TYPE OF SEARCH: BUSINESS DEBTSEARCH CONDUCTED ON: 2593548 ONTAFFILE CURRENCY: 05MAR 2025		
FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **	
FILE NUMBER 00 509840352		
CAUTION PAGE TOTA FILING NO. OF PAGE 01 002 3		
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
02 DEBTOR 03 NAME BUSINESS NAME	FALCON MOTOR XPRESS LTD.	
04 ADDRESS	12825 CENTREVILLE CREEK DR CALEDON OF	
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
06 NAME BUSINESS NAME		
07 ADDRESS	ONTARIO CORPO	ATTON NO.
08 SECURED PARTY /	CWB MAXIUM FINANCIAL INC.	
LTEN CLAIMANT 09	30 VOGELL ROAD, SUITE 1 RICHMOND HILL OF	N L4B 3K6
COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUNT DATE OF NO FIXED	
	IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY D	
11 MOTOR 12 VEHICLE	MODEL V.I.N.	
14 COLLATERAL ALL PROCEEDS 7	ADDITIONS, REPLACEMENTS, OR SUBSTITUTIONS THERETO AND THEREOF, INCLUDING BUT NOT LIMITED TO, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, MONEY AND INSURANCE	
16 REGISTERING		
AGENT 17 ADDRESS		CERTIFIED BY/CERTIFIÉES PAR
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***	V. Quintanilla W.
	CONTI	NUED 8 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. : 05MAR 2025 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED ** FILE NUMBER 509840352 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 003 3 20241004 1654 1902 5680 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR NAME 06 BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION LIEN CLAIMANT 09 ADDRESS 6050 DIXIE RD 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 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL PROCEEDS. 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING CERTIFIED BY/CERTIFIÉES PAR AGENT 17 ADDRESS Juntanillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 9 CONTINUED...

(crj1fv 05/2022)



LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 05MAR 2025 PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED SCHEDULE NO. FILING OF PAGES NUMBER UNDER 01 001 1 20250107 1352 1465 6593 21 RECORD FILE NUMBER 509840352 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 C DISCHARGE FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ 2593548 ONTARIO INC. BUSINESS NAME TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME DEBTOR/ 05 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE. 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N 11 MOTOR 12 VENICLE: 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD. 17 CERTIFIED BY/CERTIFIÉES PAR SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 LIEN CLAIMANT Juntanillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ CONTINUED... 10

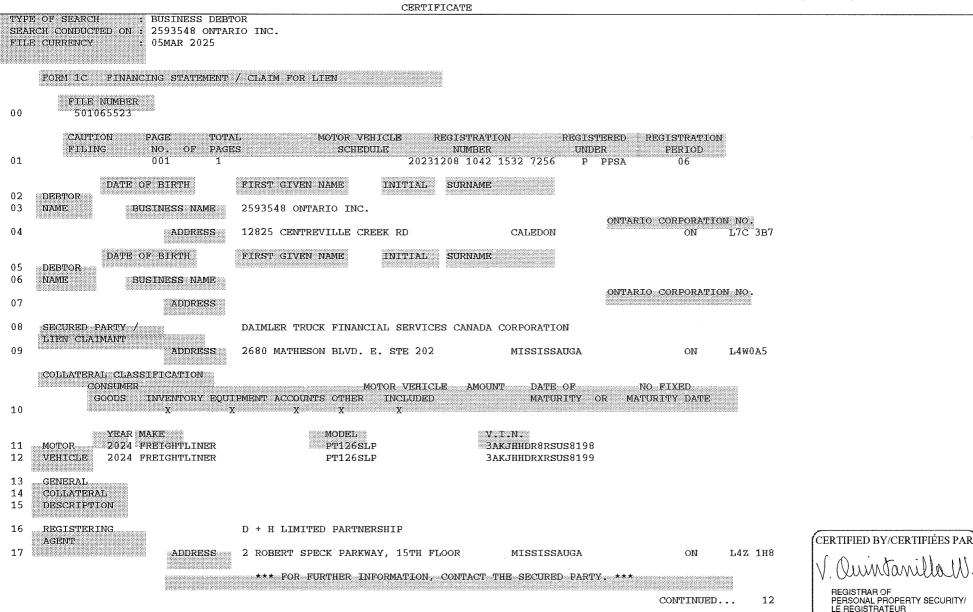


Ontario

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 503025939 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING SCHEDULE NO. OF PAGES NUMBER UNDER PERIOD 01 001 1 20240227 1413 1532 9320 06 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 02 DEBTOR 03 NAME 2593548 ONTARIO INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS 12825 CENTREVILLE CREEK RD CALEDON ON L7C3B7 DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 T.4W0A5 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON COLLATERAL CLASSIFICATION CONSUMER AMOUNT MOTOR VEHICLE 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 2024 FREIGHTLINER PT126SLP 3AKJHHDR2RSUS8200 12 VEHICLE 2024 FREIGHTLINER PT126SLP 3AKJHHDR4RSUS8201 13 GENERAL COLLATERAL 14 15 DESCRIPTION 16 REGISTERING D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR AGENT 17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF

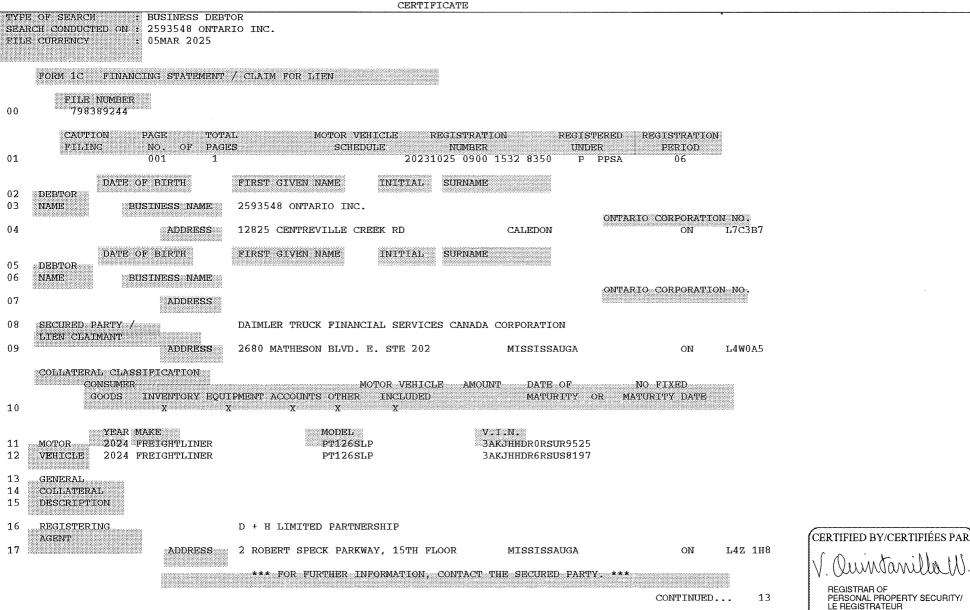
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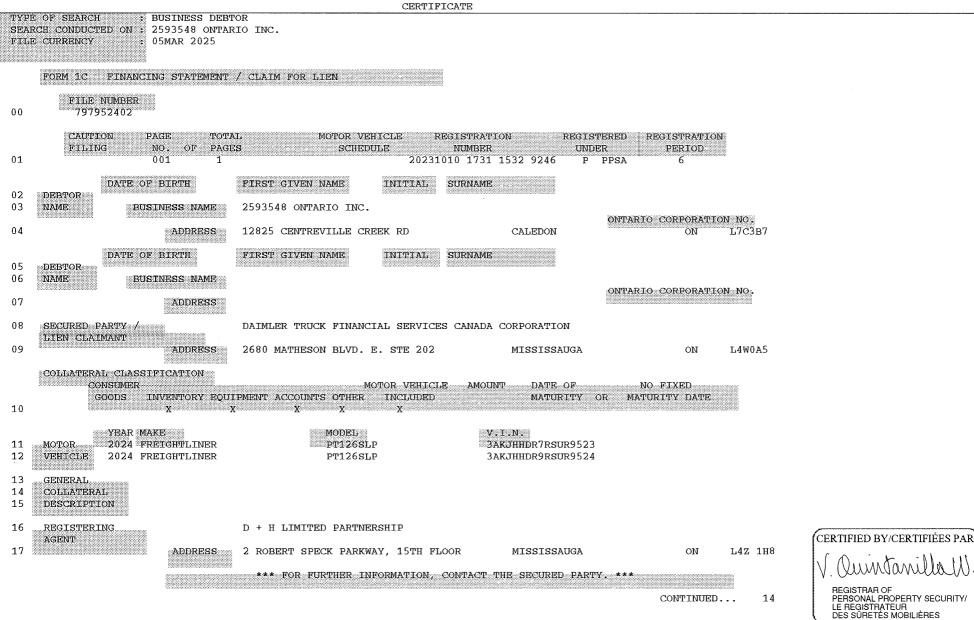
DES SÚRETÉS MOBILIÈRES





(crj1fv 05/2022)

DES SÚRETÉS MOBILIÈRES





10 :	20250306123909.73			ENQUIRY RE: CERTIFIC				(7675)
SEAI	RCH CONDUCTED ON : 259	SINESS DEBT 3548 ONTAR MAR 2025						
	FORM 1C FINANCING	STATEMENT	/ CLAIM FOR LIEN					
00	TILE NUMBER 797255712							
01	CAUTION PAGE FILING NO. 001	. OF PAGE			ISTRATION REGIST NUMBER UNDE 8 1436 1901 1668 P		N	
02 03	DATE OF BI DEETOR MAME BUSINE	IRTH ISS NAME	FIRST GIVEN NAME I 2593548 ONTARIO INC.	NITTAL S	URNAME			
04		ADDRESS	6086 MAYFIELD ROAD		CALEDON EAST	ONTARIO CORPORATI ON	ON NO. $L7C 0Z7$	
05 06	DATE OF BJ DEBTOR NAME BUSTNI	IRTH ESS NAME	FIRST GIVEN NAME	NITIAL S	URNAME			
07		ADDRESS				ONTARIO CORPORATI	ON NO.	
08	SECURED PARTY /		STOUGHTON TRAILERS CANA	DA CORPORA	TION			
09	LTEN CLATMANT	ADDRESS	416 S. ACADEMY STREET		STOUGHTON	ΤŴ	53589	
10			PMENT ACCOUNTS OTHER I		AMOUNT DATE OF MATURITY C	NO FIXED R MATURITY DATE		
11 12	YEAR MAKE MOTOR 2024 STOUC VEHICLE 2024 STOUC	HTON	MODEL ZGPVW-5351 ZGPVW-5351		V.I.N. 1DW1A5324RSB45553 1DW1A5323RSB45558			
13 14 15	GENERAL COLLATERAL DESCRIPTION							
16	REGISTERING		ESC CORPORATE SERVICES	LTD.				CERTIFIED BY/CERTIFIÉES PAR
17		ADDRESS	445 KING STREET WEST, S	UITE 400	TORONTO	ON	M5V 1K4	
			*** FOR FURTHER INFOR	MATION, CO	NTACT THE SECURED PARTY	(. ***		V. Quintanilla W.
	5	na nen alantististististististististististististist				CONTINUED	15	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR



RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

56

2024 STOUGHTON

			CERTIFICATE	
SEAI	RCH CONDUCTED ON	: BUSINESS DEBTOR : 2593548 ONTARIO : 05MAR 2025	INC.	
	FORM 4C MOTOR	VEHICLE SCHEDULE		
00	FILE NUMBE 797255712			
01		PAGE TOTAL NO. OF PAGES 002 3	REGISTRATION NUMBER 20230918 1436 1901	1668
41	YEAR 2024	MAKE	MODEL ZGPVW-535T-S-C-AR	V.I.N 1DW1A5320RSB45565
41	2024	STOUGHTON	ZGPVW-535T-S-C-AR ZGPVW-535T-S-C-AR	1DW1A5320RSB45565 1DW1A5329RSB45547
42	2024	STOUGHTON	ZGPVW-5351-S-C-AR	1DW1A5323RSB45547
44	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5321RsB45557
45	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328RSB45572
46	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322RSB45549
47	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324RSB45570
48	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325RSB45576
49	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327RSB45577
50	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322RSB45583
51	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326RSB45585
52	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5321RSB45591
53	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323RSB45592
54	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320RSB45596
55	2024	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322RSB45597

ZGPVW-535T-S-C-AR

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

1DW1A5329RSB45600





CONTINUED... 16

RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

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

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. : 05MAR 2025 FILE CURRENCY FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 797255712

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PAGE TOTAL NO. OF PAGES 003 3	REGISTRATION NUMBER 20230918 1436 1901 1668

	YEAR MAKE	MODEL	V.I.N.
41	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322RSB45602
42	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324RSB45603
43	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325RSB45609
44	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329RSB45614
45	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325RSB45612
46	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328RSB45619
47	2024 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326RSB45568

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- 50
- 51
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- 55 56

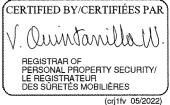
CERTIFIED BY/CERTIFIÉES PAR Quintanilla REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. : 05MAR 2025 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 794776482 PAGE TOTAL MOTOR VEHICLE CAUTION REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 2 20230628 1526 1901 4055 01 001 Χ P PPSA 05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORPORATION NO. 04 6086 MAYFIELD ROAD CADEDON EAST ON L7C 0Z7 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / STOUGHTON TRAILERS CANADA CORPORATION LIEN CLAIMANP 09 ADDRESS 416 S. ACADEMY STREET STOUGHTON WT 53589 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE \mathbf{X} - and \mathbf{X} 10 X YEAR MAKE MODEL V.I.N. 2024 WILSON 1W1K55327R6633812 MOTOR FLATBED 11 12 VEHICLE 2024 WILSON FLATBED 1W1K55329R6633813 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 18





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

REPORT : PSSR060 PAGE : 18 (7679)

			CERTIF	ICATE
SEARCH CON	DUCTED ON	: BUSINESS DEBTOR : 2593548 ONTARIO INC. : 05MAR 2025		
FORM	4C MOTOR	VEHICLE SCHEDULE		
00	FILE NUMBE 794776482	R		
01		PAGE TOTAL NO. OF PAGES 002 2	REGISTRATI NUMBER 20230628 1526 :	
41 42 43 44 45 46 47 48 49 50 51	YEAR 2024 2024 2024	MAKE WILSON WILSON WILSON	MODEL FLATBED FLATBED FLATBED	V.T.N. 1W1K55320R6633814 1W1K55322R6633815 1W1K55324R6633816



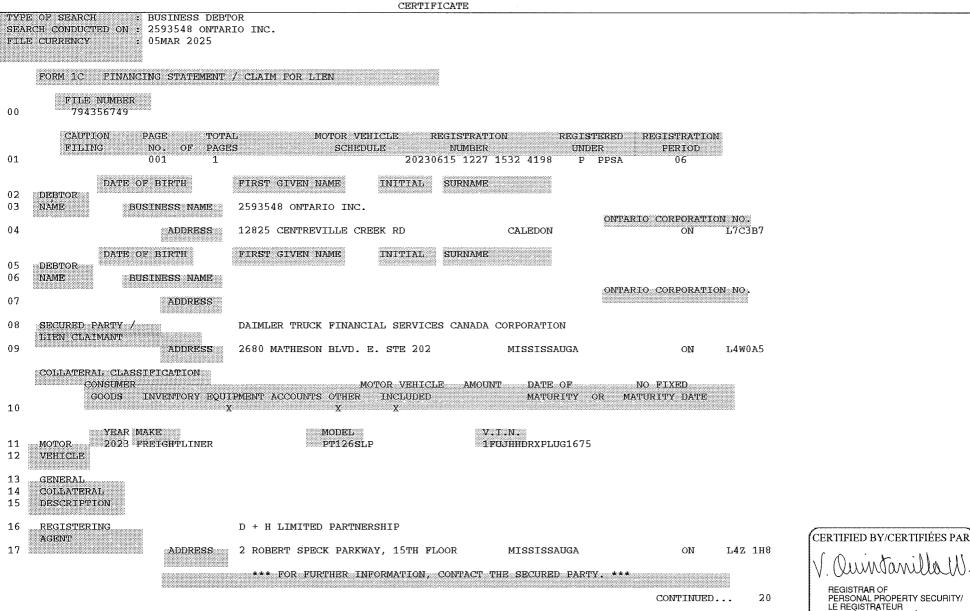


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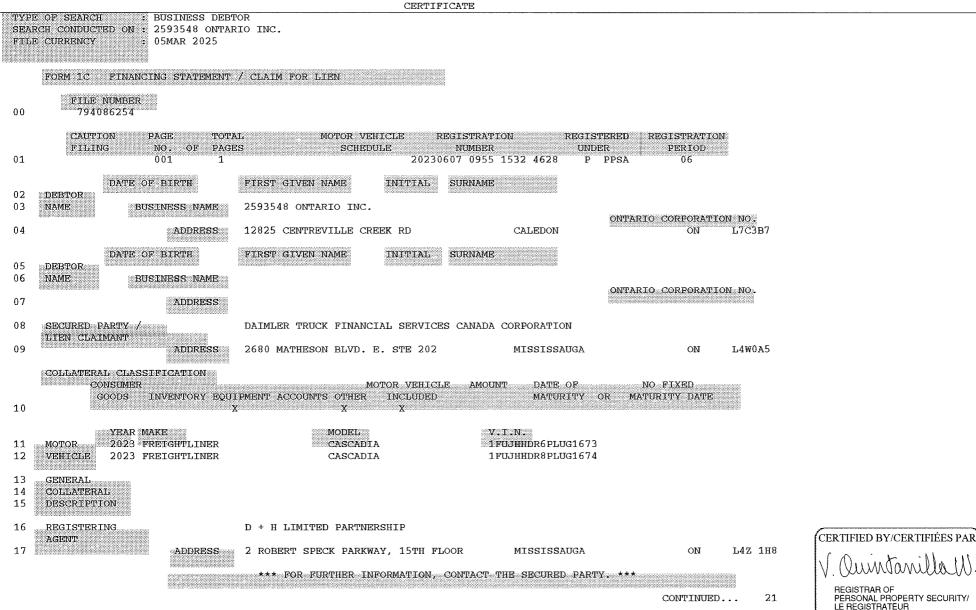








DES SÛRETÉS MOBILIÈRES

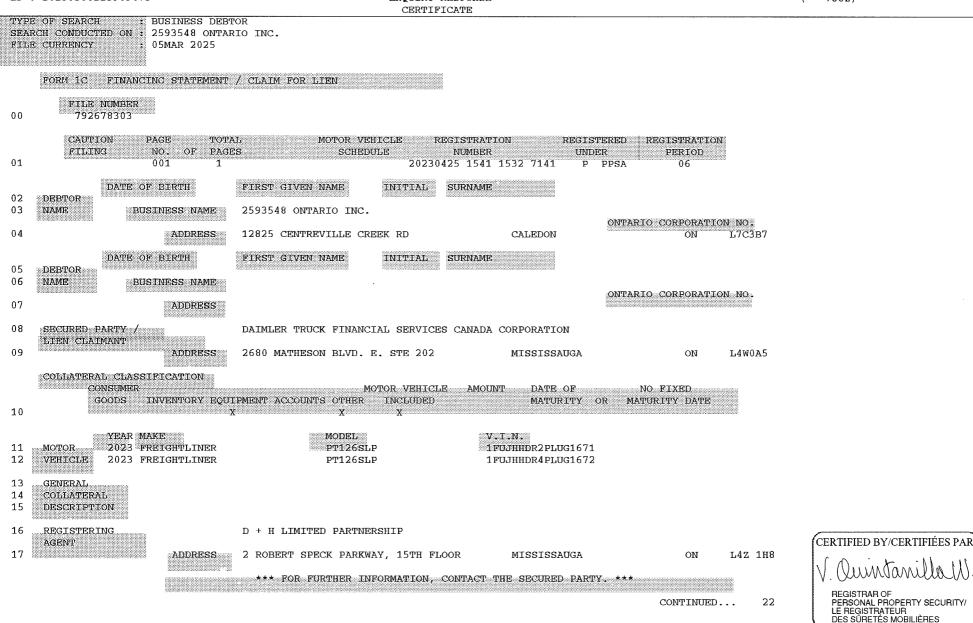


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(crj1fv 05/2022)



DES SÜRETÉS MOBILIÈRES



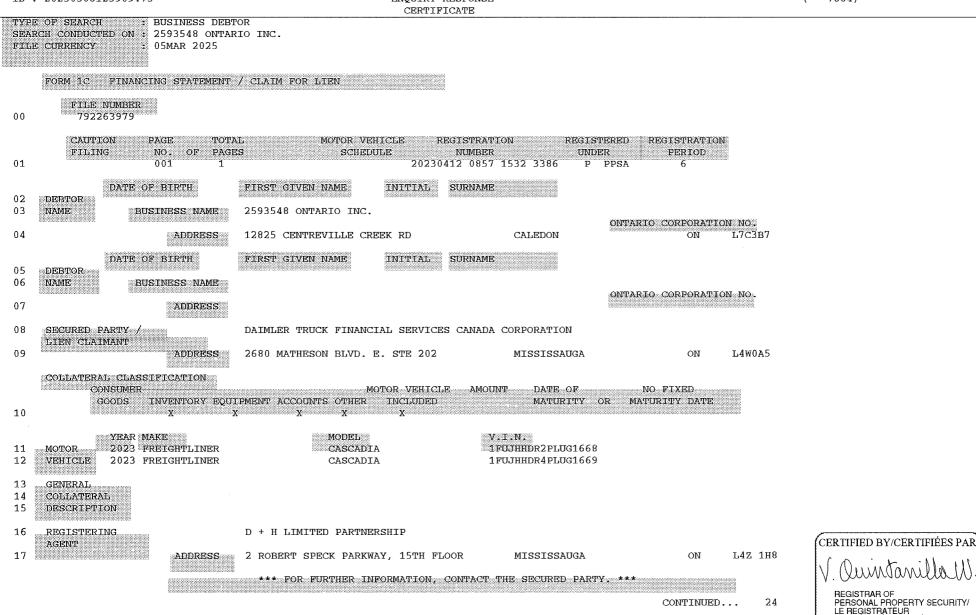


(crj1fv 05/2022)

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: BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY # 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE UNDER NUMBER 01 001 "1 20230428 1116 1532 8601 21 792678303 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED YEARS PERIOD CHANGE REQUIRED 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE DEBTOR/ 24 BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS FILING 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 X Х Х YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT untanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... 23 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crj2fv 05/2022)





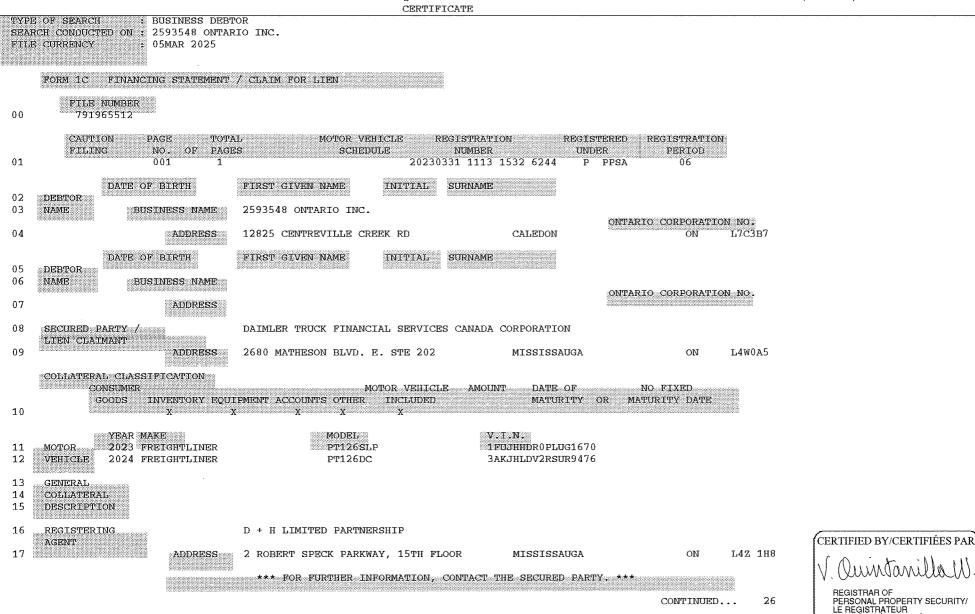


DES SÛRETÉS MOBILIÈRES

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TYPE OF SEARCH : BUSINESS DEBT SEARCH CONDUCTED ON : 2593548 ONTAF FILE CURRENCY : 05MAR 2025		
FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN	
FILE NUMBER 00 792276615		
CAUTIONPAGETOTYFILINGNO.OFPAGI010011		
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
03 HAME BUSINESS NAME	2593548 ONTARIO INC.	All we see that
04 ADDRESS	12825 CENTREVILLE CREEK RD CALEDON ON 1	NG 57C3B7
DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
05 DEBTOR 06 NAME BUSINESS NAME		
07 ADDRESS	ONTARIO CORPORATION	NO.
08 SECURED PARTY	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION	
DIEN CLAIMANT 09 ADDRESS	2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON 1	54W0A5
COLLATERAL CLASSIFICATION		
CONSUMER GOODS INVENTORY EQU 10 X	MOTOR VEHICLE AMOUNT DATE OF NO FIXED IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X X X	
YEAR MAKE 11 MOTOR 2023 STOUGHTON 12 VEHICLE 2023 STOUGHTON	MODELV.I.N.TRAILER1DW1r5321PEB15429TRAILER1DW1r5328PEB15430	
14 COLLATERAL SN - VAH91728'	N TRAILER SN - 1DW1R5321PEB15429 2023 CARRIER REEFER 787 2023 STOUGHTON TRAILER SN 1DW1R5328PEB15430 2023 R SN - VAH91728791	
16 REGISTERING AGENT	D + H LIMITED PARTNERSHIP	CERTIFIED BY/CERTIFIÉES PAR
ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON 1	L4Z 1H8
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	V. Quintanille W.
teornusteeddholferdaddborud		. 25 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



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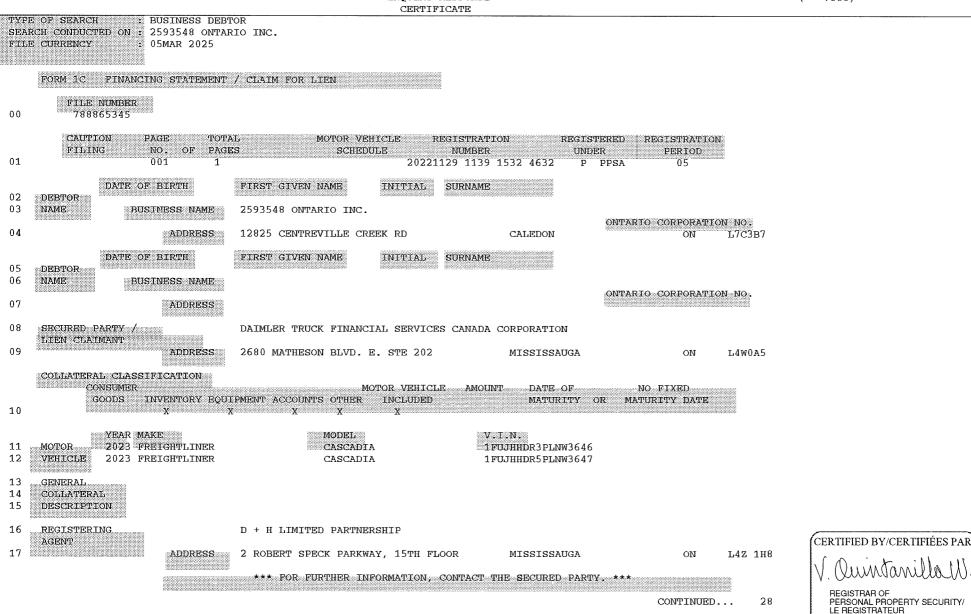


DES SÛRETÉS MOBILIÈRES (crj1fv 05/2022)



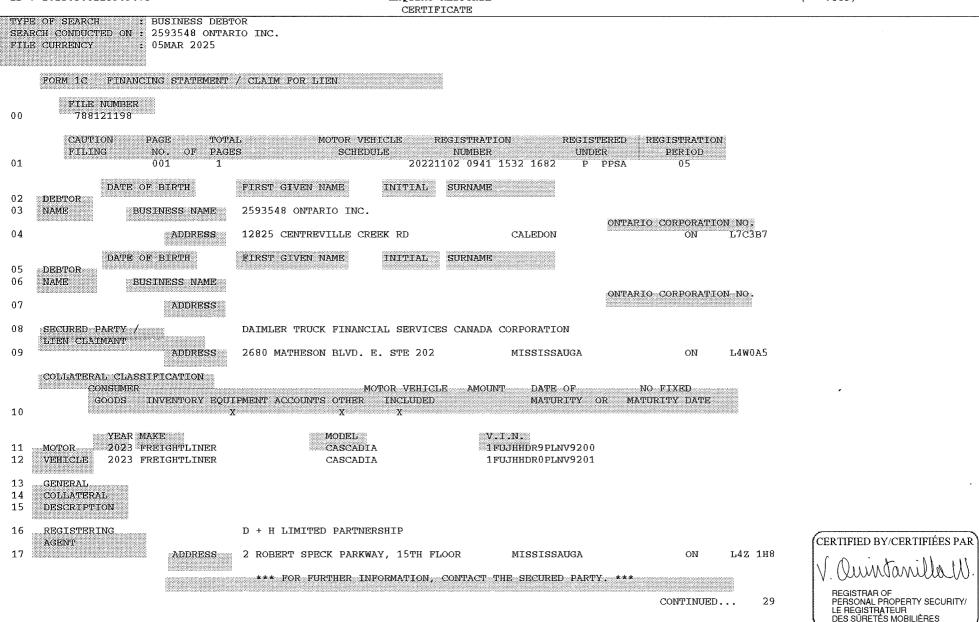
		CERTIFI	CATE		
SEAI	3 OF SEARCH : BUSINESS DEB RCH CONDUCTED ON : 2593548 ONTA 3 CURRENCY : 05MAR 2025				
	FORM IC FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	PILE NUMBER 791671752				
01	CAUTION PAGE TOT FILING NO. OF PAG 001 1	ES SCHEDULE	GISTRATION REGIST NUMBER UNDE 822 1046 1532 6358 P		
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME		
02	NAME BUSINESS NAME	2593548 ONTARIO INC.			
04	ADDRESS	12825 CENTREVILLE CREEK RD	CALEDON	ONTARIO CORPORATION NO ON L7C3B7	
05	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME		
06	NAME BUSINESS NAME			ONTARIO CORPORATION NO.	
07	ADDRESS				
08	SECURED PARTY /	DAIMLER TRUCK FINANCIAL SERVICES	3 CANADA CORPORATION		
09	ADDRESS	2680 MATHESON BLVD. E. STE 202	MISSISSAUGA	ON L4W0A5	
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR - VEHICLI	AMOUNT	NO FIXED	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED X X X X X	MATURITY C		
10	YEAR MAKE	MODEL	V.T.N.		
11	MOTOR 2023 FREIGHTLINER	CASCADIA	1FUJHHDR9PLUG1666		
12	VEHICLE 2023 FREIGHTLINER	CASCADIA	1FUJHHDR0PLUG1667		
13 14	GENERAL COLLATERAL				
15	DESCRTPTION				
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP			CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLO	OOR MISSISSAUGA	ON L4Z 1H8	V Quintanilla IN.
		*** FOR FURTHER INFORMATION, (CONTACT THE SECURED PARTY	₹*.*.*	
				CONTINUED 27	PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES







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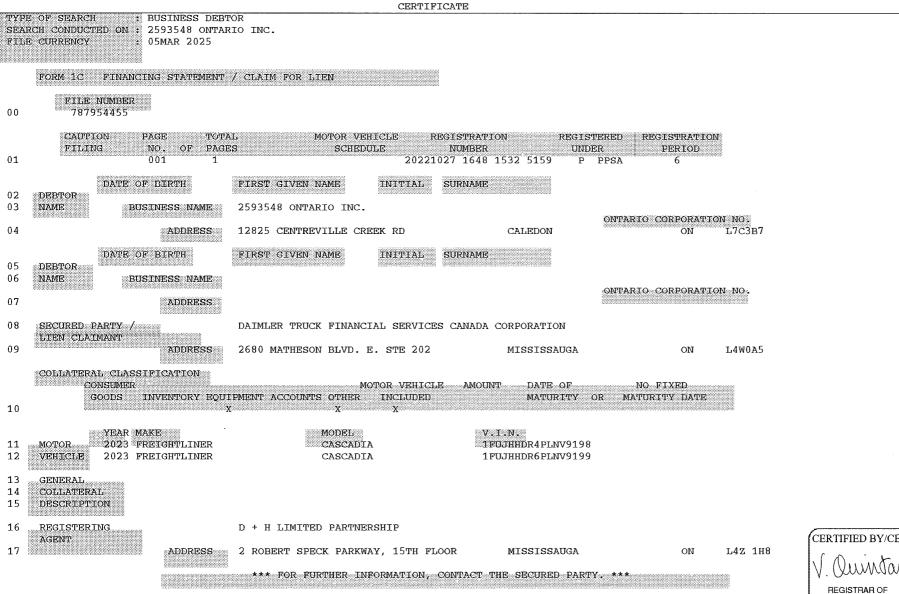


(crj1fv 05/2022)



CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE CAUTION PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20221107 1300 1532 5312 1 21 RECORD 788121198 FILE NUMBER REFERENCED RENEWAL CORRECT CHANGE REQUIRED PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR. 25 OTHER CHANGE 26 REASON/ COLLATERAL CLASSIFICATION INVENTORY AND ACCOUNTS ADDED 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 ASSIGNOR 29 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 х X 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 CERTIFIED BY/CERTIFIÉES PAR SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT Untanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 30 CONTINUED... LE REGISTRATEUR





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(crj1fv 05/2022)



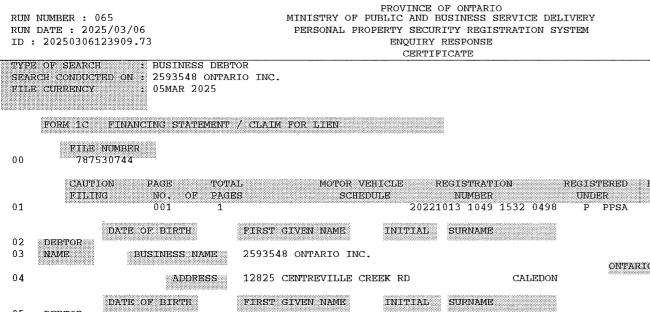
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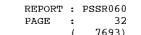
PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CEDUTELCATE

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ÷ 05MAR 2025 PORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20221102 1231 1532 2739 21 RECORD FILE NUMBER 787954455 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS FILING 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITTAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSTNESS 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 х х Х Х MAKE YEAR MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT intanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... 32 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

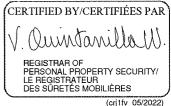


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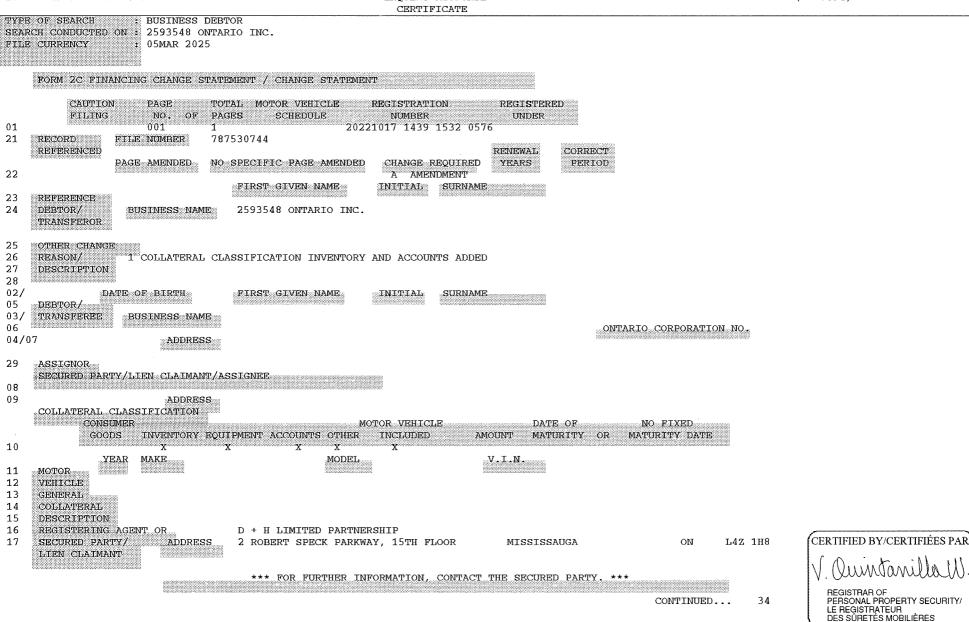




REGISTERED REGISTRATION PERIOD 06 ONTARIO CORPORATION NO. ON L7C3B7 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X 10 X YEAR MAKE MODEL V.I.N. MOTOR 2023 FREIGHTLINER CASCADIA 1FUJHHDR0PLNV9196 11 VEHICLE 2023 FREIGHTLINER CASCADIA 1FUJHHDR2PLNV9197 12 13 GENERAL 14 COLLATERAL DESCRIPTION 15 REGISTERING D + H LIMITED PARTNERSHIP 16 AGENT 17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** 33 CONTINUED...



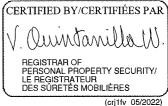




(crj2fv 05/2022)



TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. 2 05MAR 2025 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 786878262 TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION CAUTION PAGE FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 001 20220921 0938 1532 9400 06 01 1 P PPSA DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 02 DEBTOR 03 NAME 2593548 ONTARIO INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS 12825 CENTREVILLE CREEK RD CALEDON ON L7C3B7 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION 08 LIEN CLAIMANT L4W0A5 09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X X 10 YEAR MAKE MODEL V.I.N. 2023 FREIGHTLINER 1 FUJHHDR7 PLNV9194 11 MOTOR CASCADIA 12 VEHICLE 2023 FREIGHTLINER CASCADIA 1FUJHHDR9PLNV9195 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING D + H LIMITED PARTNERSHIP AGENT L4Z 1H8 17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF 35 CONTINUED...





CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY + 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20220926 1207 1532 4246 21 RECORD FILE NUMBER 786878262 REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS FILING 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR/ 05 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED FARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR 10 iliterative X Х X YEAR MAKE. MODEL V.I.N. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT wintanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 36 CONTINUED ... LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



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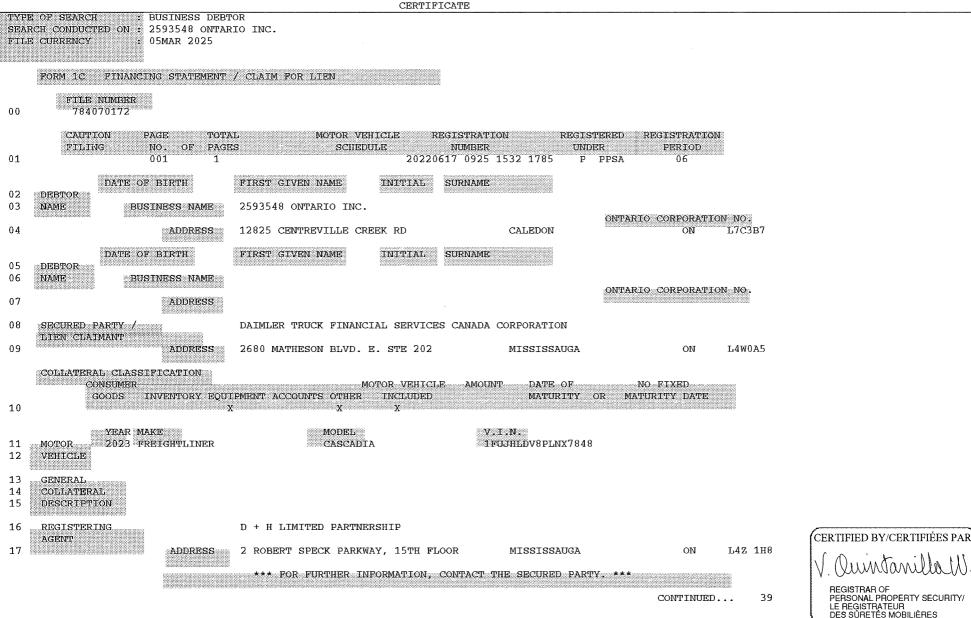
luntanillo REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj1fv 05/2022)



CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20220824 1111 4085 6795 1 21 RECORD FILE NUMBER 786011328 REFERENCEL RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD YEARS 22 A AMENDMENT FIRST GIVEN NAME SURNAME INITIAL 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS FILING 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE AMOUNT 10 Х X х Х Х YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LITEN CLAIMANT untaril *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ CONTINUED... 38 LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



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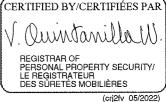


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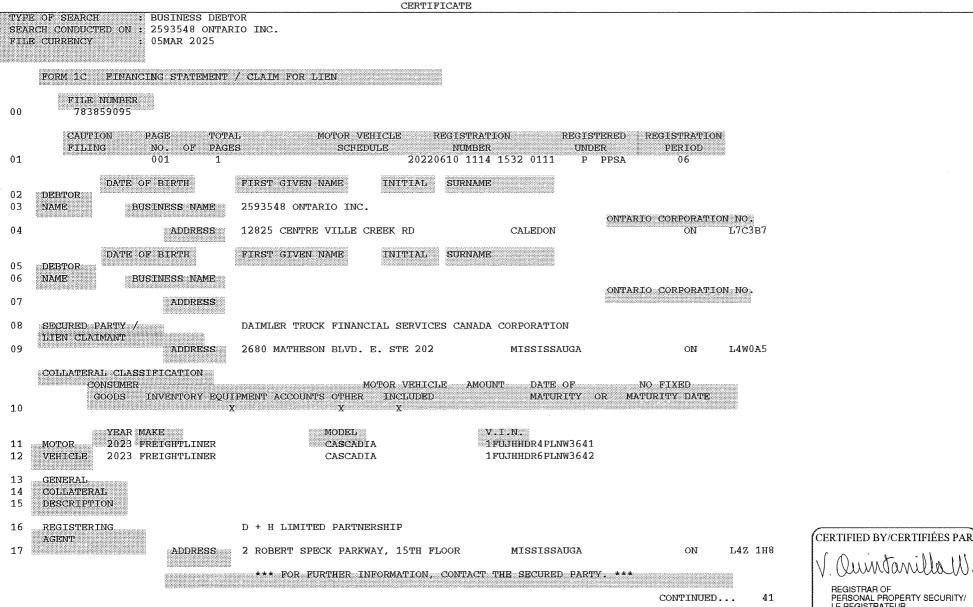


CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SFARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE REGISTRATION REGISTERED CAUTTON PAGE FILING OF PAGES SCHEDULE NUMBER UNDER NO. 01 001 20220621 1519 1532 2915 1 21 784070172 RECORD FILE NUMBER RENEWAL CORRECT REFERENCED CHANGE REQUIRED PERIOD PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE. 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ COLLATERAL CLASSIFICATION ADD INVENTORY AND ACCOUNTS 27 DESCRIPTION 28 02/ INTTIAL SURNAME DATE OF BIRTH FIRST GIVEN NAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INCLUDED AMOUNT MATURITY OR MATURITY DATE INVENTORY EQUIPMENT ACCOUNTS OTHER 10 x X X Χ X MODEL YEAR MAKE V.I.N 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP ON L4Z 1H8 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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Ontario

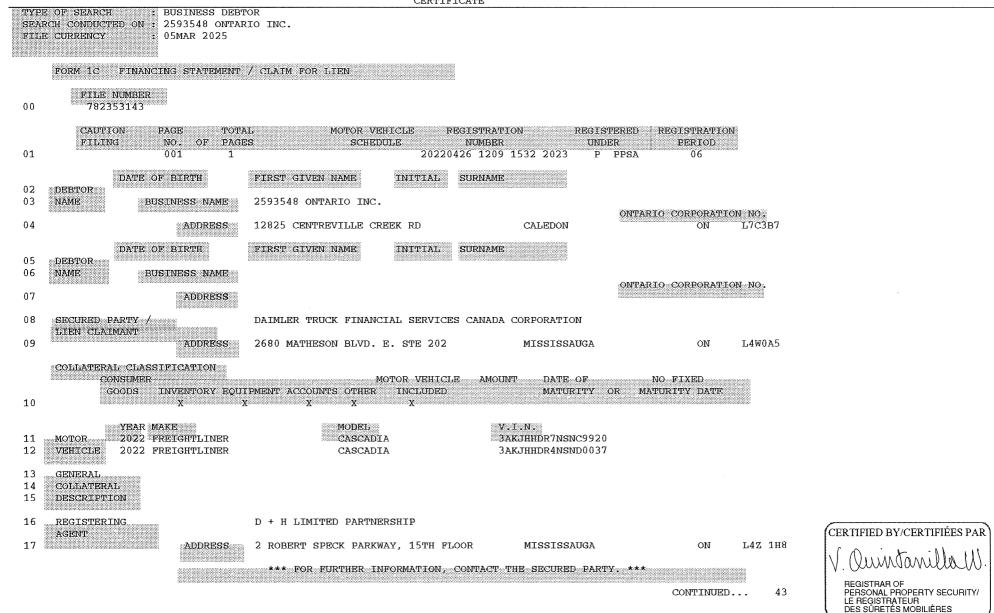
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT REGISTERED CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION FILING OF PAGES UNDER NO. SCHEDULE NUMBER. 01 001 20220615 0933 1532 3485 "T 21 783859095 RECORD FILE NUMBER REFERENCEL RENEWAL CORRECT PERIOD PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ COLLATERAL CLASSIFICAION ADDED INVENTORY AND ACCOUNTS 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 Υ. 10 Х X Х YEAR MAKE. MODEL V.I.N 11 MOTOR 12 VEHICLE. 13 GENERAL COLLATERAL 14 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 ON L4Z 1H8 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA LIEN CLAIMANT Unitarillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR 42 CONTINUED ...

Ontario

DES SÛRETÉS MOBILIÈRES

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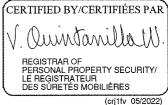
Ontario

	20250306123909.73	ENQUIRY RESP CERTIFICAT			(7704)
SEAI	OF SEARCH : BUSINESS DEBU RCH CONDUCTED ON : 2593548 ONTAF CURRENCY : 05MAR 2025				
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	FILE NUMBER 781706331				
01	CAUTION PAGE TOTA FILING NO. OF PAGE 001 1	SCHEDULE NU	TRATION REGISTERED MBER UNDER 1045 1532 2993 P PPSA	REGISTRATION PERIOD 6	
	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SUR	NAME		
02 03	DEBTOR NAME BUSINESS NAME	2593548 ONTARIO INC.	-40120204000020304040030464020203		
04	ADDRESS	12825 CENTREVILLE CREEK RD	CALEDON	RIO CORPORATION NO. ON L7C3B7	
0.5	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SUR	NAME		
05 06	DEBTOR NAME BUSINESS NAME	n an	annana man chronadann calair an c		
07	ADDRESS		ONTA	RIO CORFORATION NO.	
08	SECURED PARTY	DAIMLER TRUCK FINANCIAL SERVICES CA	NADA CORPORATION		
09	LIEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. STE 202	MISSISSAUGA	ON L4W0A5	
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE	AMOUNT	NOFIXED	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED X X X X X		IN LIND IATURITY DATE	
	YEAR MAKE	MODEL	V.I.N. 3AKJHHDR6NSND0038		
11 12	MOTOR 2022 FREIGHTLINER VEHICLE 2022 FREIGHTLINER	CASCADIA CASCADIA	3AKJHHDR2NSNF7673		
13	GENERAL		•		
14 15	COLLATERAL DESCRIPTION				
16	REGISTERING	D + H LIMITED PARTNERSHIP			
17	AGENT	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8	CERTIFIED BY/CERTIFIÉES PAR
		*** FOR FURTHER INFORMATION CONT	ACT THE SECURED PARTY. ***		V. Quintanilla W.
				CONTINUED 44	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES





CERTIFICATE BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ■ 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781631217 CAUTION FAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20220331 1638 1532 5608 P PPSA 06 1 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORFORATION NO. 04ADDRESS 12825 CENTREVILLE CREEK RD CALEDON ON L7C3B7 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR 10 YEAR MAKE MODEL V.I.N. 2022 FREIGHTLINER **3AKJHHDR9NSNF7671** 11 MOTOR CASCADIA 3AKJHHDR0NSNF7672 12 VEHICLE 2022 FREIGHTLINER CASCADIA 13 GENERAL COLLATERAL 14 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, *** 45 CONTINUED...





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CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 FORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20240517 1613 1532 6167 21 781631217 RECORD FILE NUMBER REFERENCEL RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 F PART DISCH SURNAME FIRST GIVEN NAME INITIAL 23 REFERENCE 24 DEBTOR/ BUSTNESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 2022 FREIGHTLINER **3AKJHHDRONSNF7672** 11 CASCADIA 12 VEHICLE GENERAL 13 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LTEN CLAIMANT Juntanillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF CONTINUED... 46 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



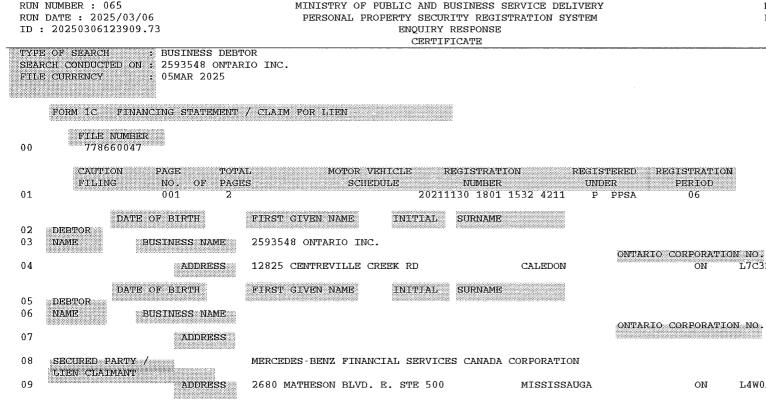


450

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. * 05MAR 2025 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 781263603 CAUTTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 20220321 1142 1532 7414 06 1 P PPSA DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORPORATION NO. 12825 CENTREVILLE CREEK RD 04 ADDRESS CALEDON ON L7C3B7 DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS 2680 MATHESON BLVD. E. STE 202 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURITY OR MATURITY DATE GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 10 x x x x MODEL YEAR MAKE V.T.N. MOTOR 2022 FREIGHTLINER CASCADIA **3AKJHHDR0NSNF7669** 11 12 VEHICLE 2022 FREIGHTLINER CASCADIA 3AKJHHDR7NSNF7670 13 GENERAL 14 COLLATERAL 15 DESCRIPTION D + H LIMITED PARTNERSHIP 16 REGISTERING CERTIFIED BY/CERTIFIÉES PAR AGENT 17 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 ADDRESS Juntanil *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** 47 CONTINUED ...

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (cri1fv 05/2022)



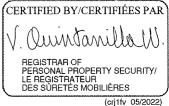


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COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x x x x YEAR MAKE MODEL V.I.N. 3AKJHHDR9NSNC9918 11 MOTOR 2022 FREIGHTLINER CASCADIA 12 VEHICLE 2022 FREIGHTLINER CASCADIA 3AKJHHDR0NSNC9919 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING D + H LIMITED PARTNERSHIP AGENT



PROVINCE OF ONTARIO



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REPORT : PSSR060

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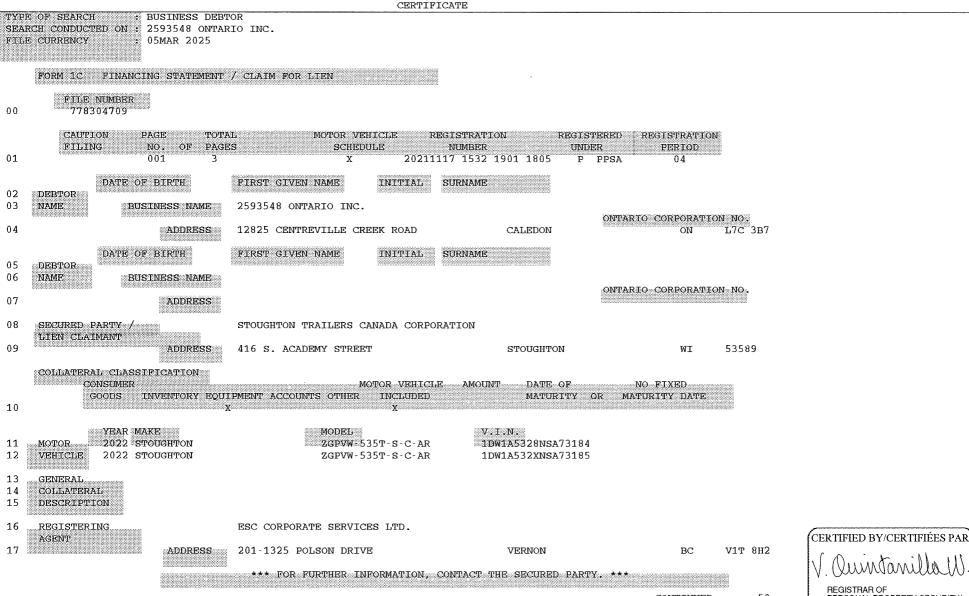
RUN NUMBER : 065

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

48 (7709)

	CERTIFICATE		
SEAI	VPE OF SEARCH : BUSINESS DEBTOR SARCH CONDUCTED ON : 2593548 ONTARIO INC. ILE CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN		
00	FILE NUMBER 0 778660047		
01	FILING NO. OF PAGES SCHEDULE NUMBER UN	ISTERED REGISTRATION NDER PERIOD	
02 03			
04	4 ADDRESS	ONTARIO CORPORATION NO.	
05 06			
07	7 ADDRESS	ONTARIO CORPORATION NO.	
08	8 SECURED PARTY / DAIMLER TRUCK FINANCIAL LIEN CLAIMANT		
09		ON L4W0A5	
10	COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY 0	NO FIXED OR MATURITY DATE	
11 12			
13 14 15	4 COLLATERAL		
16 17	AGENT		CERTIFIED BY/CERTIFIÉES PAR
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PAI	RTY. *** CONTINUED 49	V. QUUMTANILLA W. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crij1fv 05/2022)





50 CONTINUED...



(crj1fv 05/2022)



RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

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

REPORT : PSSR060 PAGE 50 : 7711) (

TYPE OF SEARCH :	BUSINESS DEBTOR
SEARCH CONDUCTED ON :	2593548 ONTARIO INC.
FILE CURRENCY :	05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 778304709

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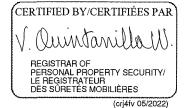
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NUMBER 20211117 1532 1901	1805
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY...***

REGISTRATION

	YEAR	MAKE	MODEL	V.T.N.
41	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323NSA73187
42	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5327NsA73189
43	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327NSA73192
44	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA73193
45	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5320NSA73194
46	2022	STOUGHTON	ZGPVW-535 T-S -C-AR	1DW1A5322NSA73195
47	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1a5324Nsa73196
48	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326NSA73197
49	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328NSA73198
50	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A532XNSA73199
51	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1a532xNsa73199
52	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA73200
53	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324NSA73201
54	2022	STOUGHTON	Z GPVW-535 T-S -C-AR	1DW1A5326NSA73202
55	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328NSA73217
56	2022	STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5321NSA73219



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*** FOR FURTHER INFORMATION CONTINUED...

51

RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

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

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON :2593548 ONTARIO INC.FILE CURRENCY:05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 778304709

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01

PAGE FOTAL	REGISTRATION
NO. OF PAGES	NUMBER
003 3	20211117 1532 1901 1805

	YEAR MAKE	MODEL	V.I.N.
41	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328NSA73220
42	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320NSA73227
43	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA73228
44	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324NSA73229
45	2022 STOUGHTON	ZGPVW-535 T-S-C- AR	1DW1A5320NSA73230
46	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA73231
47	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324NSA73232
48	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326NSA73233
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CERTIFIED BY/CERTIFIÉES PAR V. QUINTANILOUV. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETÉS MOBILIÈRES

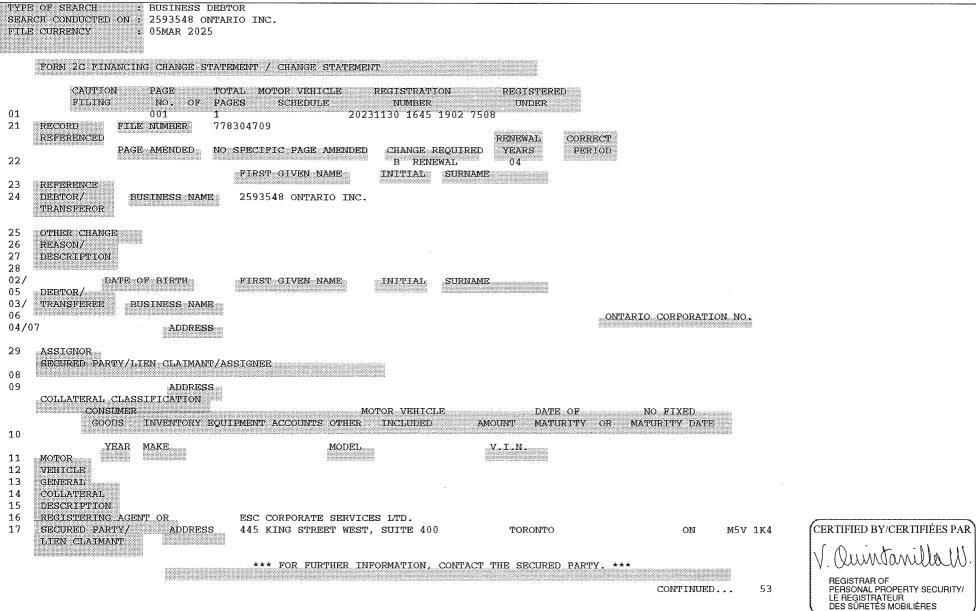
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(crj4fv 05/2022)



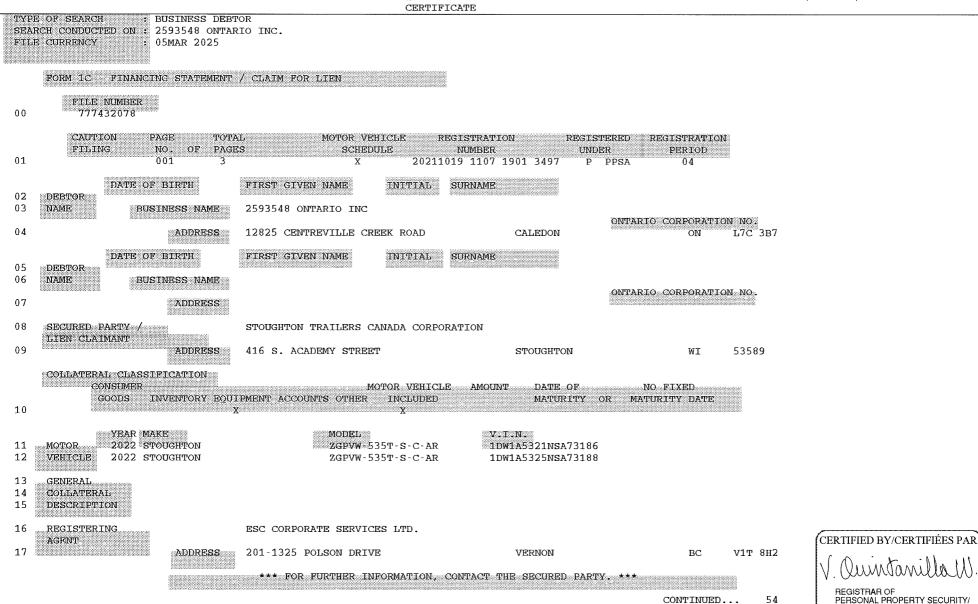
REPORT : PSSR060 PAGE : 52 (7713) 456





(cri2fv 05/2022)

457





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

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 777432078

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PAGE TOTAL	REGISTRATION
NO. OF PAGES	NUMBER
002 3	20211019 1107 1901 3497

	YEAR MAKE	MODEL	V.T.N.
41	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323NSA73190
42	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325NSA73191
43	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328NSA73203
44	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A532XNSA73204
45	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5321NSA73205
46	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323NSA73206
47	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325NSA73207
48	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327NSA73208
49	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA73209
50	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325NSA73210
51	2022 STOUGHTON	ZGPVW-535 T-S-C- AR	1DW1A5327NSA73211
52	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA73212
53	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320NSA73213
54	2022 STOUGHTON	ZGPVW - 535T - S - C - AR	1DW1A5322NSA73214
55	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324NSA73215
56	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326NSA73216



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55

(crj4fv 05/2022)



RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

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

10 • 20230300125903•1	
TYPE OF SEARCH :	BUSINESS DEBTOR
SEARCH CONDUCTED ON :	2593548 ONTARIO INC.
FILE CURRENCY :	05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

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PAGE TOTAL NO. OF PAGES 003 3 2	REGISTRATION NUMBER 0211019 1107 1901 3	497
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	MEAR MAKE	MODEL	V.T.N.
41	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A532XNSA73218
42	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A532xNsA73221
43	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5321NSA73222
44	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323NSA73223
45	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5325NSA73224
46	2022 STOUGHTON	ZGPVW - 535T - S - C - AR	1DW1A5327NSA73225
47	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5329NSA73226

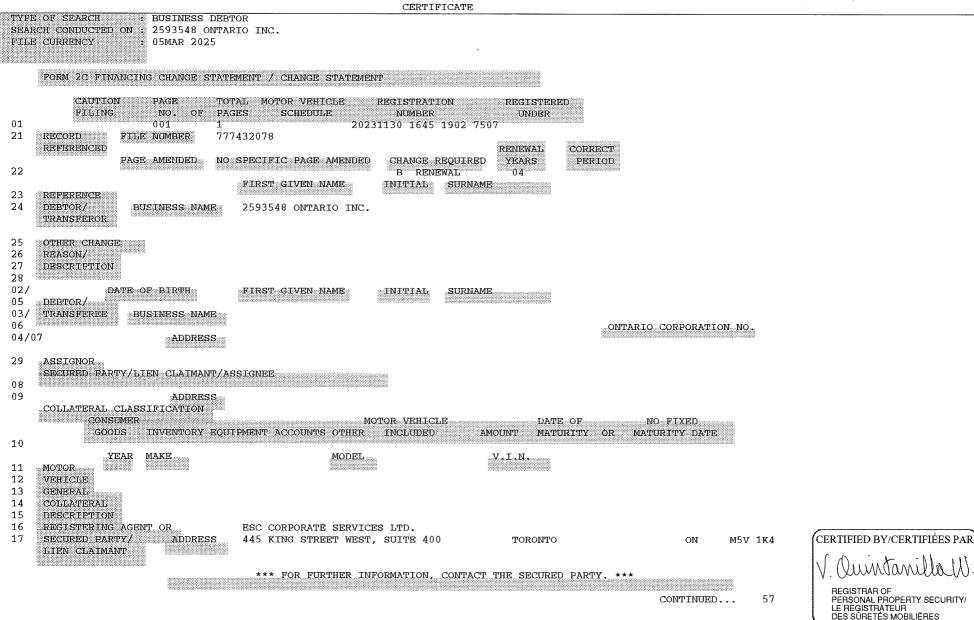
- 48 49
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CERTIFIED BY/CERTIFIES PAR V. QUUMTANULA REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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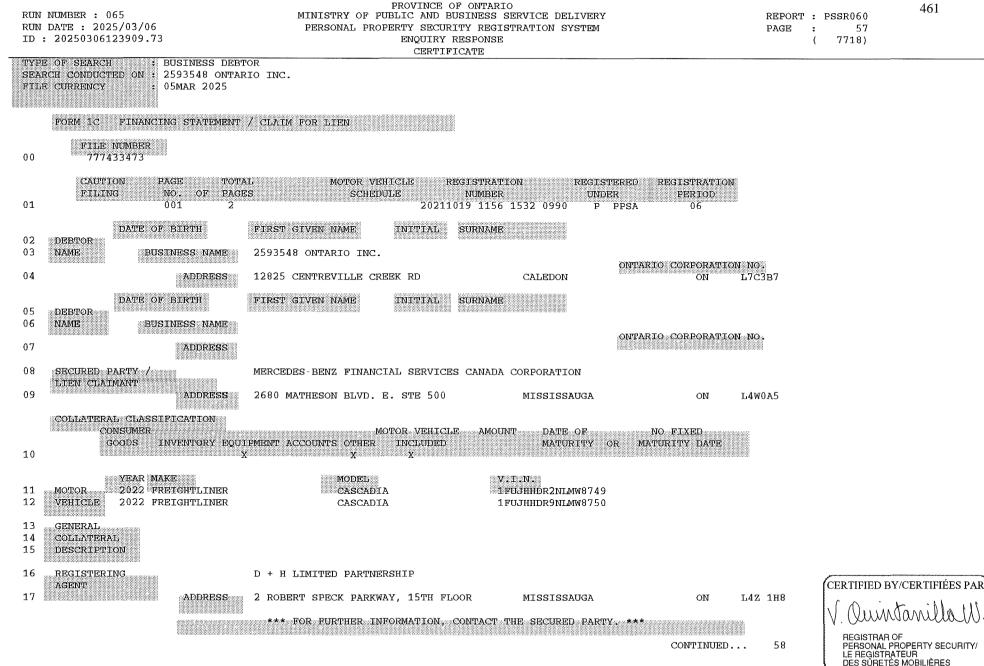






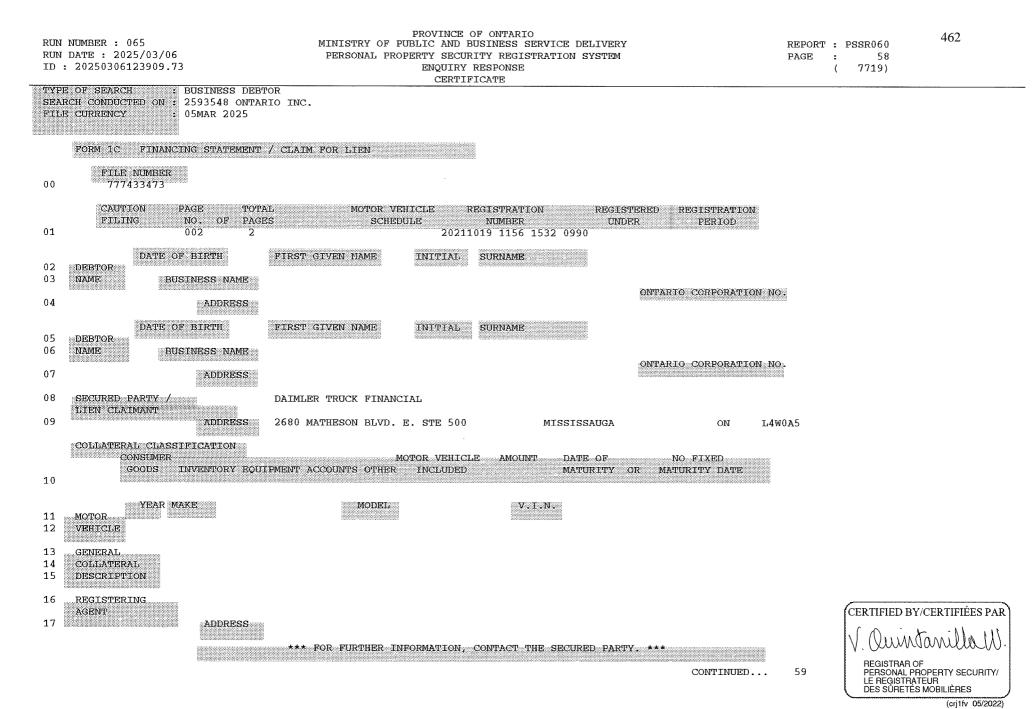
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(crj2fv 05/2022)



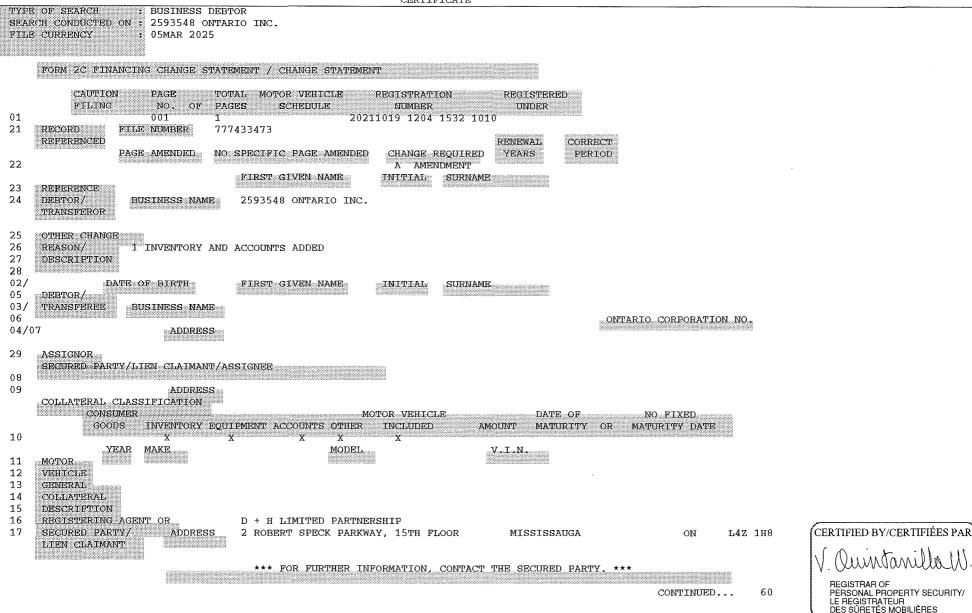
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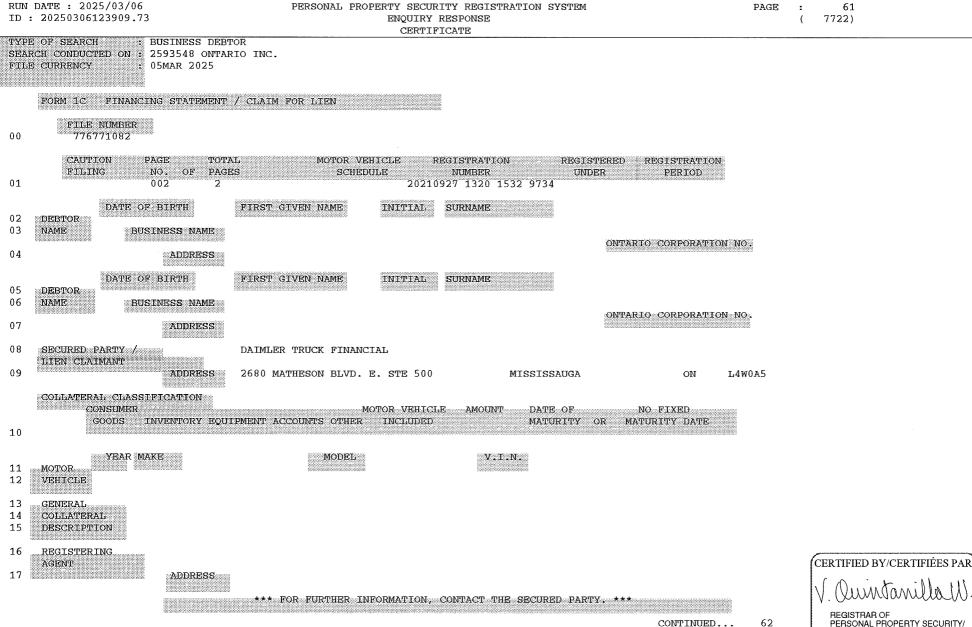
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 776771082 00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 2 20210927 1320 1532 9734 P PPSA 6 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORPORATION NO. 04 12825 CENTREVILLE CREEK RD ADDRESS CALEDON ON L7C3B7 DATE OF BIRTH FIRST GIVEN NAME SURNAME TNTTTAT 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS 2680 MATHESON BLVD. E. STE 500 L4W0A5 MISSISSAUGA OM COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. MOTOR 2022 FREIGHTLINER 11 CASCADIA 1FUJHHDR9NLMW8747 12 VEHICLE 2022 FREIGHTLINER CASCADIA 1FUJHHDR0NLMW8748 13 GENERAL 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... 61



(crj1fv 05/2022)





PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 065

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(crj1fv 05/2022)

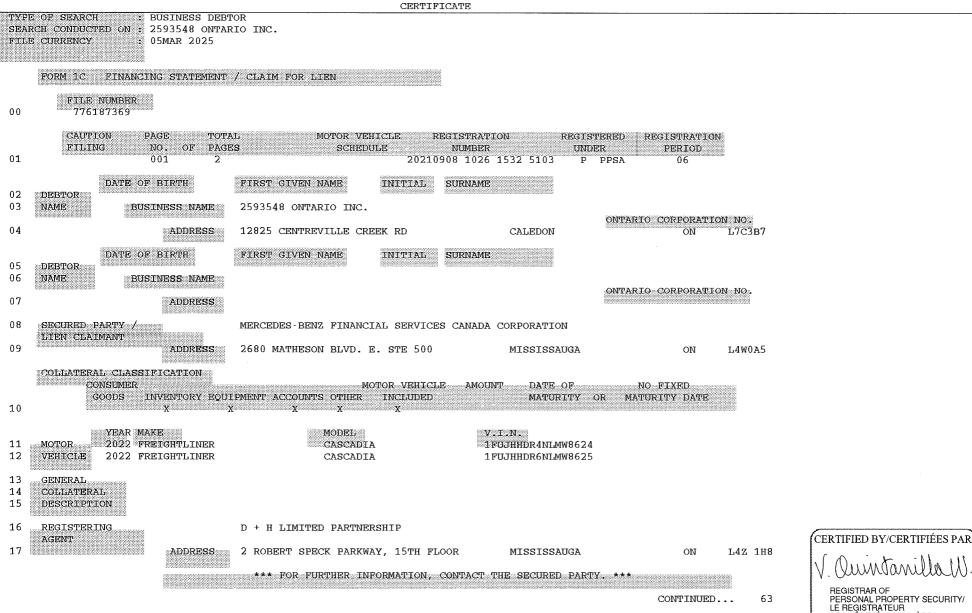


LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES

465

REPORT : PSSR060

466



LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (cri1fv 05/2022)



467

10 :	20250306123909.73	ENQUIRY RESPONSE CERTIFICATE		(7724)
SEARC	OF SEARCH : BUSINESS DEB H CONDUCTED ON : 2593548 ONTA CURRENCY : 05MAR 2025	TOR		
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN		
00	FILE NUMBER 776187369			
01	CAUTION PAGE TOT FILING NO. OF PAG 002 2		RED REGISTRATION PERIOD	
	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		
04	ADDRESS		NTARIO CORPORATION NO.	
	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		
07	ADDRESS		DNTARIO CORFORATION NO.	
	SECURED PARTY /	DAIMLER TRUCK FINANCIAL		
09	LIEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. STE 500 MISSISSAUGA	on l4w0a5	
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUNT DATE OF	MoneFixeD	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR	MATURITY DATE	
121.121	YEAR MAKE MOTOR VEHICLE	MODEL Valary		
14	GENERAL COLLATERAL DESCRIPTION			
	REGISTERING			
17	AGENT ADDRESS			CERTIFIED BY/CERTIFIÉES PAR
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.	***	V. Quentavilla W.
			CONTINUED 64	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fv 05/2022)



TD : 202	220200122202.12	CERTIFICATE	ίЕ 1		(1125)
	SEARCH : BUSINESS DEB CONDUCTED ON : 2593548 ONTAI RRENCY : 05MAR 2025				
FOI	RM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	FILE NUMBER 775180179				
01	CAUTION PAGE TOT. FILING NO. OF PAGE 001 2		R UNDER	PERIOD	
00	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAM	Œ		
02 DEI 03 NAI	BTOR ME BUSINESS NAME	2593548 ONTARIO INC.			
04	ADDRESS	12825 CENTREVILLE CREEK RD	CALEDON	NTARIO CORPORATION NO. ON L7C3B7	
05 DEI 06 NAI	DATE OF BIRTH BTOR ME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAM	æ		
07	ADDRESS		O	NTARIO CORFORATION NO.	
08 se	CURED PARTY /	MERCEDES-BENZ FINANCIAL SERVICES CANAL)A CORPORATION		
	EN CLAIMANT	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON L4W0A5	
CO 3 10		MOTOR VEHICLE AMO FPMENT ACCOUNTS OTHER INCLUDED	DINT DATE OF MATURITY OR		
10	MEAR MAKE	-	in more winner with the		
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14 CO	NERAL LLATERAL SCRIPTION				
	GISTERING	D + H LIMITED PARTNERSHIP			<u></u>
AGI 17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8	
		*** FOR FURTHER INFORMATION, CONTACT	THE SECURED PARTY.	1 *** *5000000000000000000000000000000000	V. Quintanilla W.
				CONTINUED 65	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR

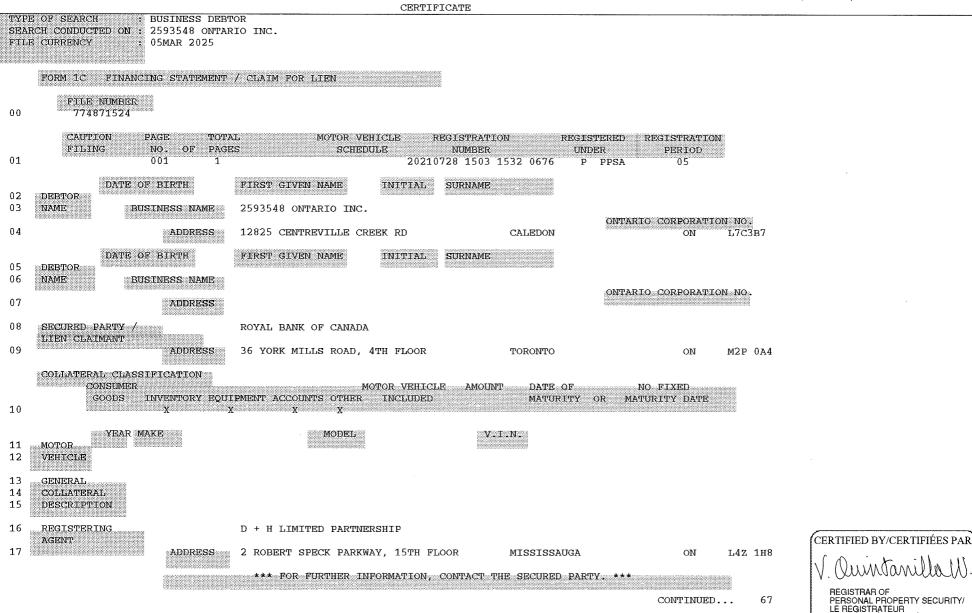




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	FORM IC FINANCING STATE	AENT / CLAIM FOR LIEN			
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	CAUTION PAGE		SISTRATION REGISTERED	REGISTRATION	
01	FTI:ING NO. OF	PAGES SCHEDULE 2 2021080	NUMBER UNDER 06 1150 4085 1095	PERIOD	
01		2001202	10 1150 4085 1095		
	DATE OF BIRTH	PIRST GIVEN NAME INITIAL S	SURNAME		
02 03	DEBTOR NAME BUSINESS NA	Æ			
			ONTAF	TO CORPORATION NO.	
04	ADDRE		ARDENARDE		
	DATE OF BIRTH	FIRST GIVEN NAME INITIAL 5	SURNAME		
05	DEBTOR				
06	NAME BUSINESS NA		ONTA	RIG CORPORATION NO.	
07	ADDRE	3 8		tro controllinition no.	
08	SECURED PARTY /				•
00	LITEN CLAIMANT	DAIMLER TRUCK FINANCIAL			
09	ADDRE	55 2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON L4W0A5	
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	AMOUNT DATE OF	NO FIXED	
10	GOODS INVENTORY	EQUIPMENT ACCOUNTS OTHER INCLUDED	MATURITY OR MA	YTURITY DATE	
10					
	YEAR MAKE	MODEL	V.I.N.		
11 12	MOTOR VEHICLE				
1					
13 14	GENERAL COLLATERAL				
15	DESCRIPTION				
4.0					
16	REGISTERING				CERTIFIED BY/CERTIFIÉES PAR
17	ADDRE	38			
					V. Quintanilla W.
		*** FOR FURTHER INFORMATION, CO	ANIALI IND SECORED FARTI. ***		REGISTRAR OF
				CONTINUED 66	PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR
					DES SÜRETÉS MOBILIÈRES



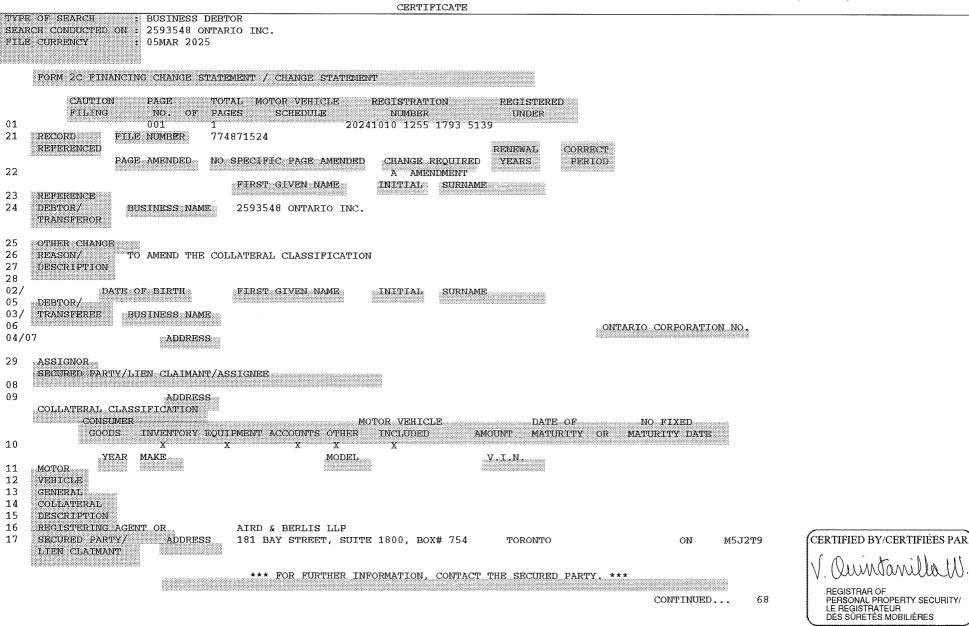
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(cri1fv 05/2022)

DES SÛRETÉS MOBILIÈRES

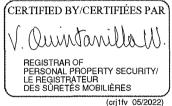


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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENOUIRY RESPONSE





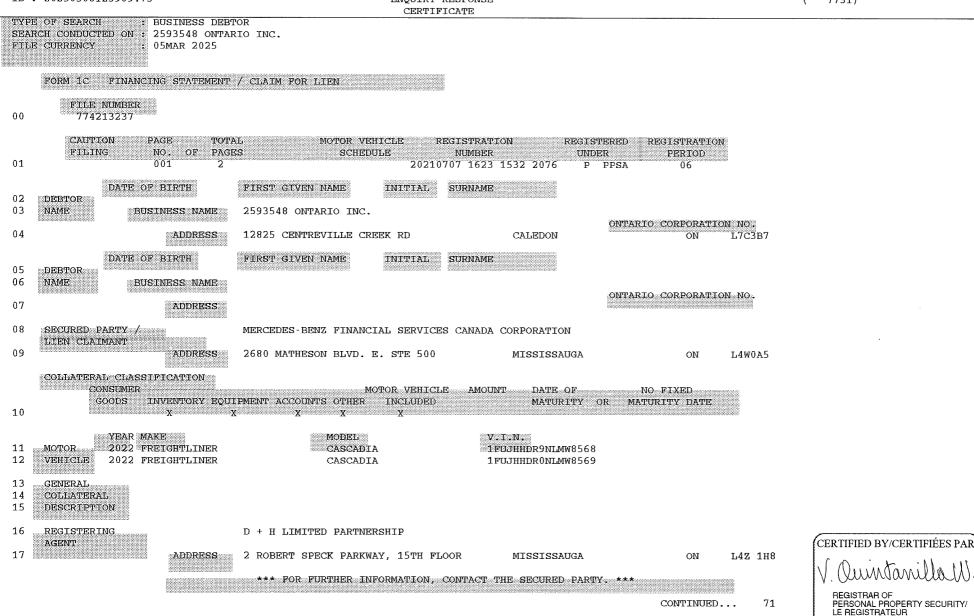


		CERTI	FICATE		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
SEAI	OF SEARCH : BUSINESS DEB CE CONDUCTED ON : 2593548 ONTAI CURRENCY : 05MAR 2025				
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	CILE NUMBER 774460755				
01	CAUTION PAGE TOT. FILING NO. OF PAG 002 2	ES SCHEDULE	REGISTRATION REGIST NUMBER UND 0715 1433 1532 2330		
02 03	DEBTOR NAME BUSINESS NAME	PIRST GIVEN NAME TNITIAL	SURNAME		
04	ADDRESS			ONTARIO CORPORATION NO.	ан а
05 06	DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL	SURNAME		
07	ADDRESS			ONTARIO CORPORATION NO.	
08	SECURED PARTY /	DAIMLER TRUCK FINANCIAL			
09	LTEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON L4WO	DA5
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHIC		NO FIXED	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED	MATURITY (OR MATURITY DATE	
11 12	YEAR MAKE VEHICLE	MODEL	V.T.N.		
13 14 15	GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING AGENT				CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS				
		*** FOR FURTHER INFORMATION;	CONTACT THE SECURED PART	¥	V. Quintanilla W.
				CONTINUED	70 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

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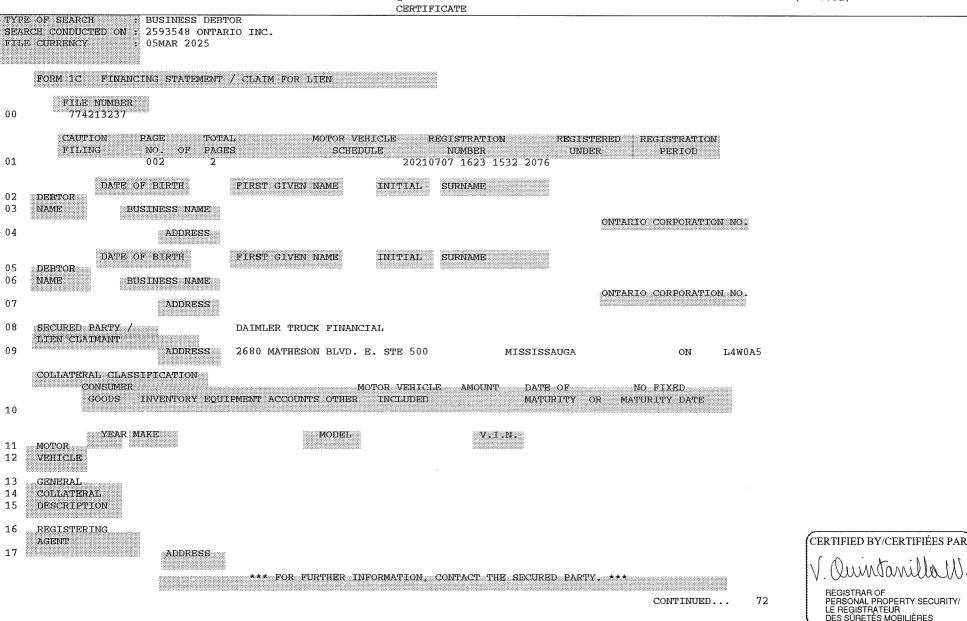


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DES SÚRETÉS MOBILIÈRES

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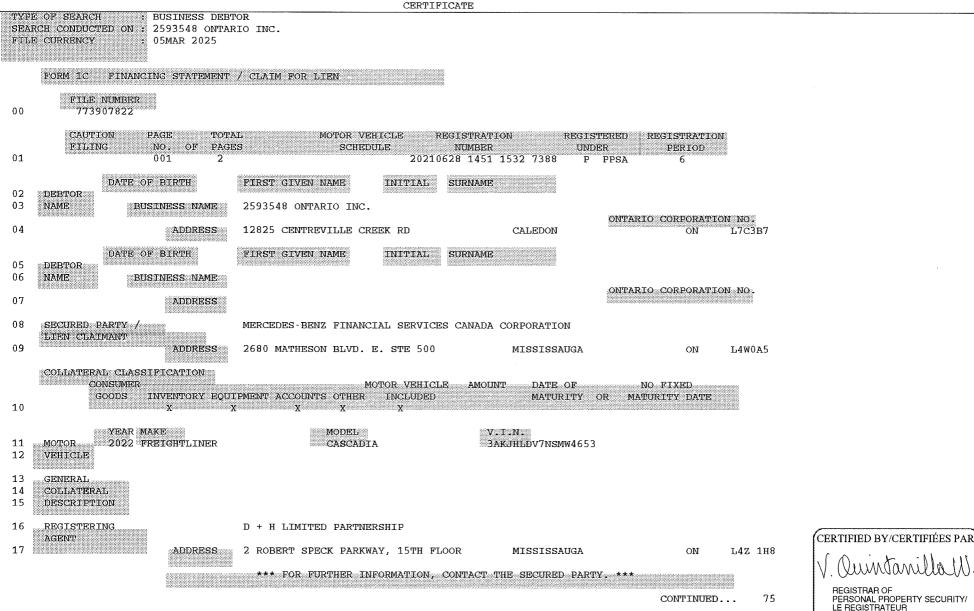
72 (7733)

			CERTIFICATE			
SEAF	OF SEARCH : BUSINESS DEB CH CONDUCTED ON : 2593548 ONTA CURRENCY : 05MAR 2025					
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN				
00	FILE NUMBER 773927595					
01	CAUPTION PAGE TOT FILING NO. OF PAG 001 2			UNDER	PERIOD	
	DATE OF BIRTH	FIRST GIVEN NAME IN	NITIAL SURNAME			
02 03	DEBTOR NAME BUSINESS NAME	2593548 ONTARIO INC.				
04	ADDRESS	12825 CENTREVILLE RD		CALEDON	ONTARIO CORPORATION NO . ON L7C3	
05 06	DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME IN	NITIAL SURNAME			
07	ADDRESS			5 CT 10 CT 1	ONTARIO CORPORATION NO.	
08	SECURED PARTY	MERCEDES-BENZ FINANCIAL	SERVICES CANADA (CORPORATION		
09	LIEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. S	STE 500	MISSISSAUGA	ON L4W0	Α5
	COLLATERAL CLASSIFICATION CONSUMER	MOTOF	RVEHICLE	Taxaa DATE OF	NØæEIXED	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER IN X X X X	NCLUDED	MATURITY OR		
11 12	VEAR MAKE MOTOR 2022 FREIGHTLINER VEHICLE 2022 FREIGHTLINER	MODEL CASCADIA CASCADIA	1FI	TANA UJHHDR5NLMW8566 UJHHDR7NLMW8567		
13 14 15	GENERAL COLLATERAL DESCRIPTION					
16	REGISTERING	D + H LIMITED PARTNERSHI	ſ₽			CERTIFIED BY/CERTIFIÉES PAR
17	AGENT	2 ROBERT SPECK PARKWAY,	15TH FLOOR	MISSISSAUGA	ON L4Z	1118
		*** FOR FURTHER INFORM	ATION, CONTACT T	HE SECURED PARTY.		V. Quinsanilla W.
					CONTINUED	73 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES



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SEA	E OF SEARCH : BUSINESS DEE RCH CONDUCTED ON : 2593548 ONTA E CURRENCY : 05MAR 2025			
	FORM 1C FINANCING STATEMENT	CLAIM FOR LIEN		
00	FILE NUMBER 773927595			
01	CAUTION PAGE TOY FILING NO. OF PAG 002 2	JES SCHEDULE NUMBER UNDER	REGISTRATION PERIOD	
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME		
03	NAME BUSINESS NAME			
04	ADDRESS		TO CORPORATION NO.	
05	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME		
06	NAME BUSINESS NAME	ANTA	RIG CORPORATION NO.	
07	ADDRESS			
08	SECURED PARTY /	DAIMLER TRUCK FINANCIAL		
09	LIEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. STE 500 MISSISSAUGA	ON L4W0A5	
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUNT DATE OF	NOFIXED	
10	GOODS INVENTORY EQU	JIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR M	ATURITY DATE	
11 12	YEAR MAKE MOTOR VEHICLE	MODEL V.I.N.		
13 14	GENERAL COLLATERAL			
15	DESCRIPTION			
16	REGISTERING		(;	
17	AGENT	網		ES PAR
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***	V. Quintanill	eW.
			CONTINUED 74 REGISTRAR OF PERSONAL PROPERTY SEC LE REGISTRATEUR	CURITY/
			DES SURETES MOBILIERES	05/2022)



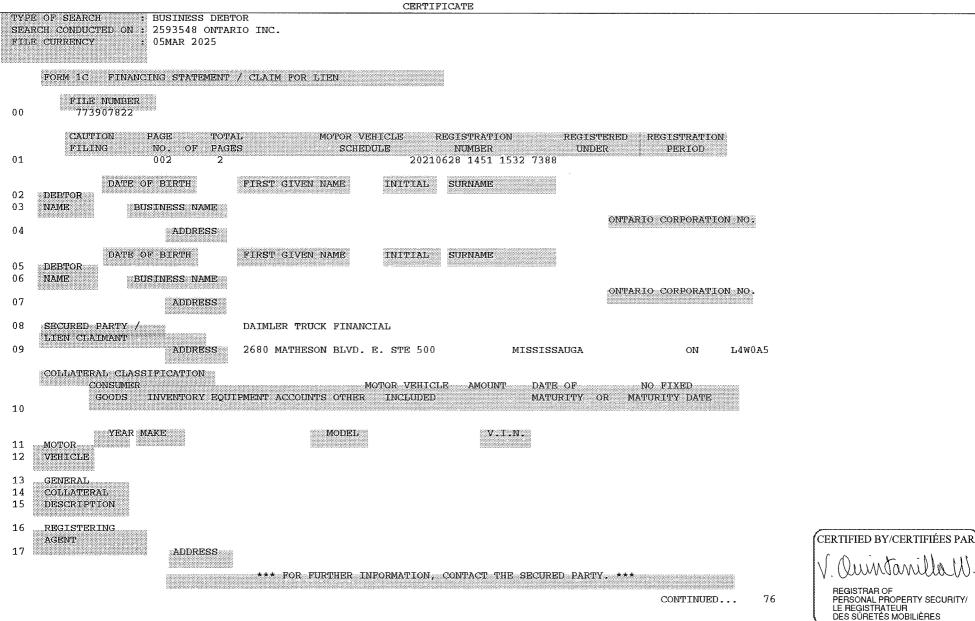




(crj1fv 05/2022)

DES SÜRETÉS MOBILIÈRES

479





CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 2025 at 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 773506485 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 001 2 20210615 1426 1902 6203 Х P PPSA 05 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME 2593548 ONTARIO INC. ONTARIO CORPORATION NO. 04 ADDRESS 12825 CENTREVILLE CREEK ROAD ON L7C 3B7 CALEDON DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / STOUGHTON TRAILERS CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS. 416 S. ACADEMY STREET STOUGHTON WI 53589 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE \mathbf{X} 10 X YEAR MAKE MODEL V.I.N. 11 MOTOR 2022 STOUGHTON REFRIGERATED SEMI T 1DW1R5329NEA61343 VEHICLE 2022 STOUGHTON REFRIGERATED SEMI T 1DW1R5328NEA61351 12 13 GENERAL FOUR REFRIGERATOR UNITS SERIAL NUMBERS UAR91675935, UAR91676713, UAN91669073, UAN91669064 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. CERTIFIED BY/CERTIFIÉES PAR AGENT 17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2 intari *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

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

			CERTIFICATE
		BUSINESS DEBTOR	
		2593548 ONTARIO INC	•
глав	CURRENCY	: 05MAR 2025	
	FORM 4C MOTOR	VEHICLE SCHEDULE	
	FILE NUMBE	R	
00	773506485	2000/001	
		PAGE TOTAL	REGISTRATION
01		NO. OF PAGES	
01		002 2	20210615 1426 1902 6203
	YEAR	MAKE	MODEL
41	2022	STOUGHTON	REFRIGERATED SEMI T 1DW1R5324NEA72508
42	2022	STOUGHTON	REFRIGERATED SEMI T 1DW1R5326NEA72509
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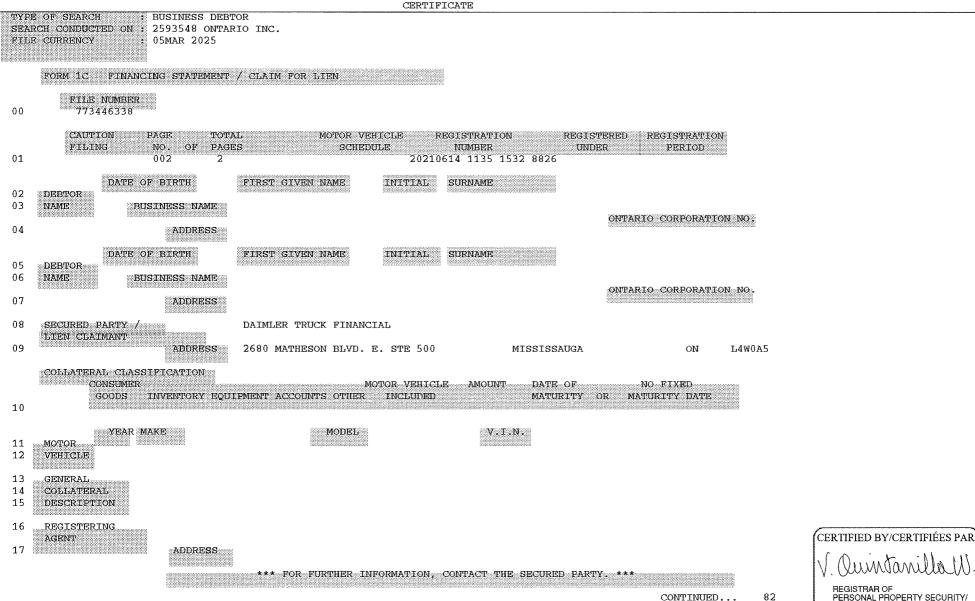
TD : 20250506125909.75	CERTIFICATE	
TYPE OF SEARCH : BUSINE SEARCH CONDUCTED ON : 259354	ESS DEBTOR 48 ONTARIO INC.	
FILE CURRENCY : 05MAR		
FORM 1C FINANCING STP	ATEMENT / CLAIM FOR LIEN	
00 773445546		
CAUTION PAGE FILING NO. C	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRA OF PAGES SCHEDULE NUMBER UNDER PERIO	
01 002	2 20210614 1131 1532 8725	
DATE OF BIRTH	H FIRST GIVEN NAME INITIAL SURNAME	
02 DEBTOR 03 NAME BUSINESS	NAME	
04	ONTARTO CORPOR DRESS	ATTON NO.
DATE OF BIRTH	H . FIRST GIVEN NAME INITIAL SURNAME	
05 DEBTOR 06 NAME BUSINESS	anno orasponerazione associate andere caracia andere caracia andere entre consecte andere consecte and and andere consecte and	
07 ADI	ONTARIO CORPOR DRESS	ATION NO.
08 SECURED PARTY /	DAIMLER TRUCK FINANCIAL	
LIEN CLAIMANT		
09 AD	DRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON	L4W0A5
COLLATERAL CLASSIFICATI CONSUMER	TON MOTOR VEHICLE AMOUNT DATE OF NO. FIXED	KANFORDALISENIJAAA
10	ORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DA	TE
11 MOTOR	MODEL V.I.N.	
12 VEHICLE		
13 GENERAL 14 COLLATERAL		
15 DESCRIPTION		
16 REGISTERING		
AGENT 17 ADI	DRESS	CERTIFIED BY/CERTIFIÉES PAR
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	V. Quintanilla W.
98/56/56982		REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETÉS MOBILIÈRES

Ontario 😵

		CERTIFICATE	
SEAF	OF SEARCH : BUSINESS DEBT CH CONDUCTED ON : 2593548 ONTAR CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN	
00	EILE NUMBER 773446338		
01	CAUTION PAGE TOTA FILING NO. OF PAGE 001 2		
02 03	DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME 2593548 ONTARIO INC. INITIAL SURNAME	
04	ADDRESS	12825 CENTREVILLE CREEK RD CALEDON ON L7C3B7	
05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
07	ADDRESS	ONTARIO CORPORATION NO.	
08	SECURED PARTY /	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION	
09	ADDRESS	2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5	
10		MOTOR VEHICLE AMOUNT DATE OF NO FIXED IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X X X	
11 12	YEAR MAKE MOTOR 2022 FREIGHTLINER VEHICLE 2022 FREIGHTLINER	MODELV.I.N.CASCADIA1FUJHHDRXNLMW8515CASCADIA1FUJHHDR1NLMW8516	
13 14 15	GENERAL COLLATERAL DESCRIPTION		
16	REGISTERING	D + H LIMITED PARTNERSHIP	CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8	V. Quintanilla W.
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***	
		CONTINUED 81	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR



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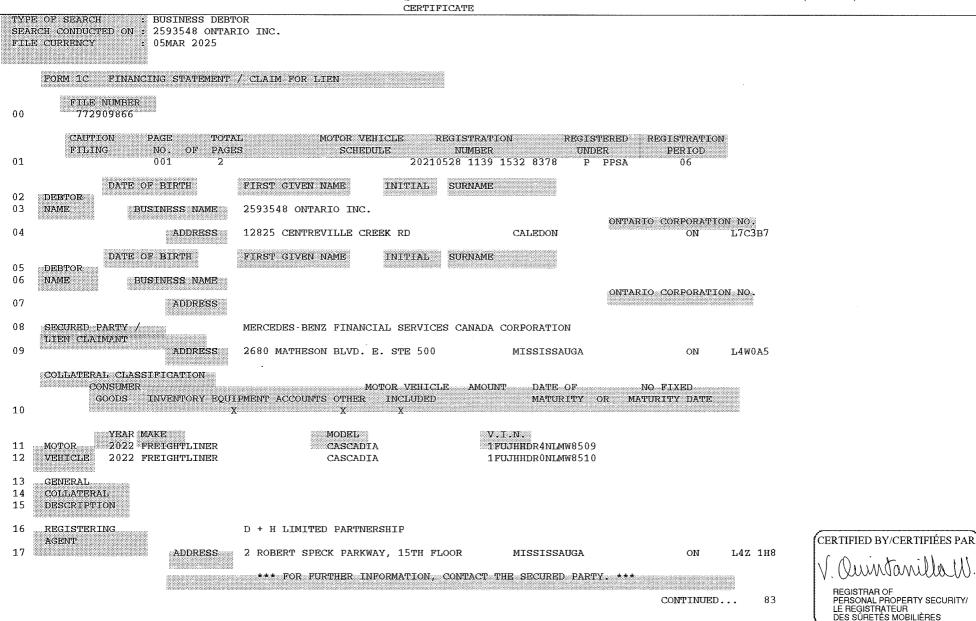


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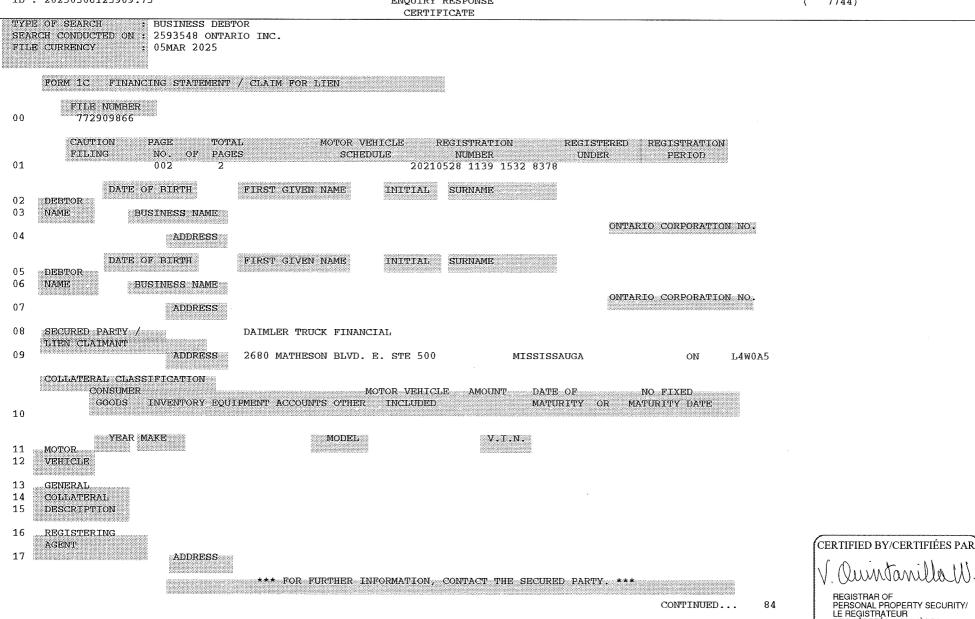


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(cri1fv 05/2022)



DES SÛRETÉS MOBILIÈRES

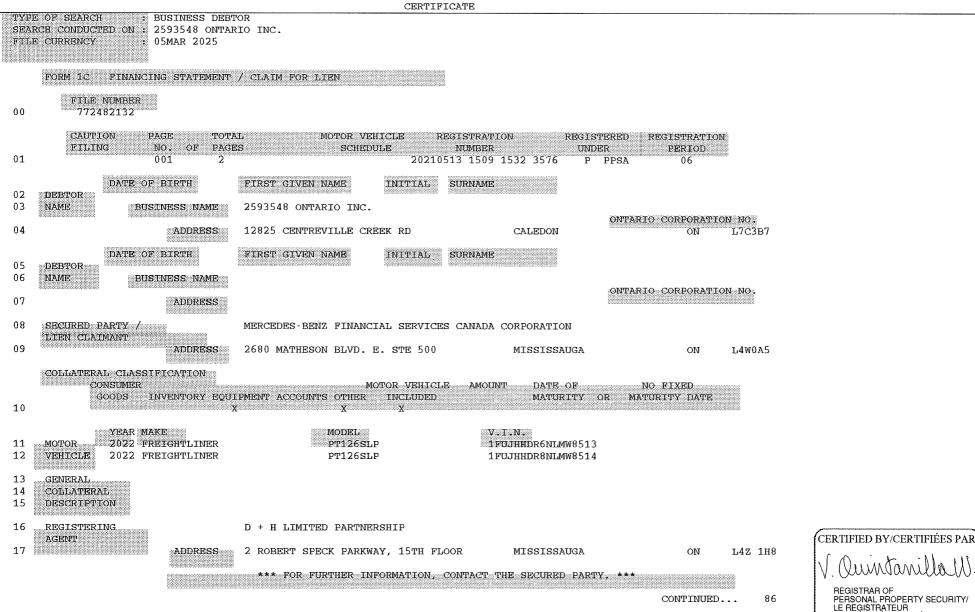
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TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. ± 05MAR 2025 FILE CURRENCY FORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20210603 1038 1532 4335 21 772909866 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ¹COLLATERAL CLASSIFICATION ADD INVENTORY AND ACCOUNTS 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 х x х 10 х YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE. 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR L4Z 1H8 MISSISSAUGA ON LTEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF 85 CONTINUED ...





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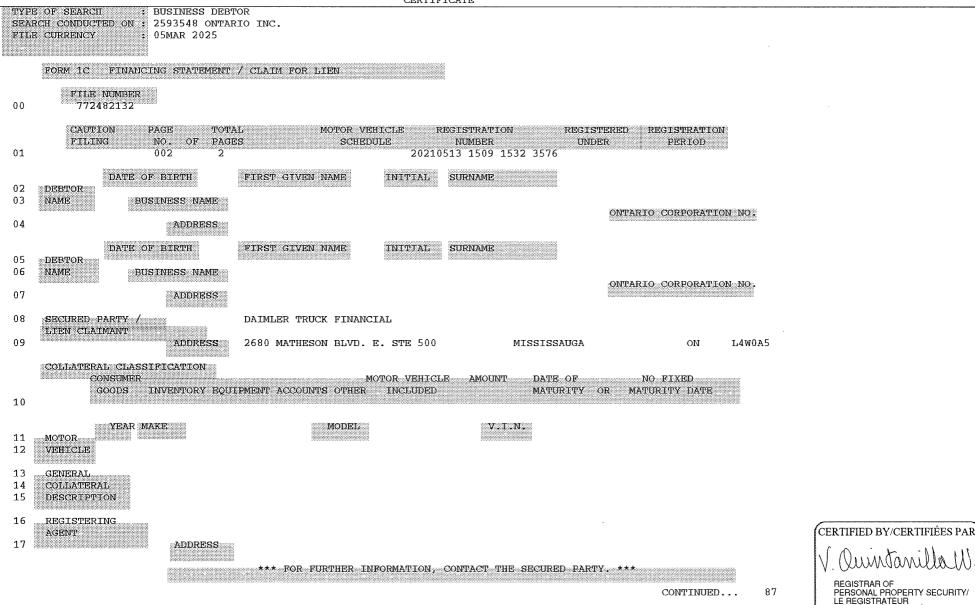


(crj1fv 05/2022)

DES SÜRETÉS MOBILIÈRES

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DES SÛRETÉS MOBILIÈRES

CERTIFICATE BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ÷ 05MAR 2025 PORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE REGISTERED PAGE REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20210519 1148 1532 7284 21 772482132 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED YEARS. PERIOD PAGE AMENDED CHANGE REQUIRED 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 COLLATERAL CLASSIFICATION INVENTORY AND ACCOUNTS ADDED 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 X Х 10 X MAKE YEAR MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL COLLATERAL 14 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT untanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ CONTINUED... 88 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



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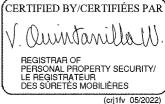
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PROVINCE OF ONTARIO MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 772315812 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 001 2 20210507 1409 1532 0291 06 P PPSA DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME DEBTOR NAME 2593548 ONTARIO INC. BUSINESS NAME ONTARIO CORFORATION NO. L7C3B7 ADDRESS 12825 CENTREVILLE CREEK RD CALEDON ON DATE OF BIRTH FIRST GIVEN NAME SURNAME INTTIAL DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO. ADDRESS SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE \mathbf{x} x YEAR MAKE MODEL V.I.N. MOTOR 2022 FREIGHTLINER 1FUJHHDR8NLMW8450 CASCADIA VEHICLE 2022 FREIGHTLINER CASCADIA 1FUJHHDRXNLMW8451 GENERAL COLLATERAL DESCRIPTION REGISTERING D + H LIMITED PARTNERSHIP AGENT 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA L4Z 1H8 ADDRESS ON *** FOR FURTHER INFORMATION. CONTACT THE SECURED PARTY. ***



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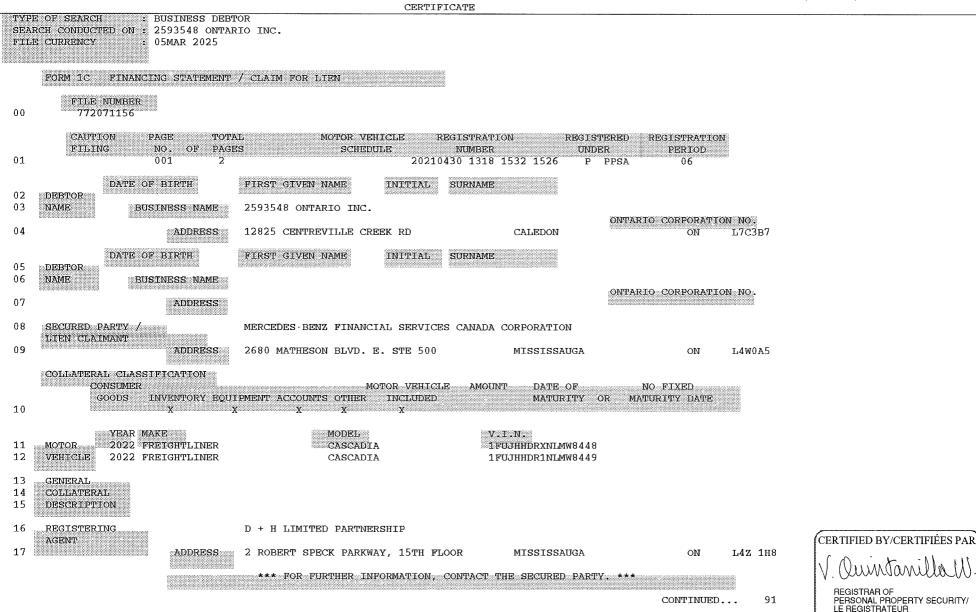
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 772315812 CAUTION PAGE TOTAL. MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 01 2 002 20210507 1409 1532 0291 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / DAIMLER TRUCK FINANCIAL LIEN CLAIMANT 09 2680 MATHESON BLVD. E. STE 500 ADDRESS MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER DATE OF MOTOR VEHICLE AMOUNT NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING CERTIFIED BY/CERTIFIÉES PAR AGENT 17 ADDRESS Suntanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 90 CONTINUED ...

Ontario 😵

(cri1fv 05/2022)

LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

494



(crj1fv 05/2022)



DES SÚRETÉS MOBILIÈRES

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SEARC	OF SEARCH : BUSINESS DEBY H CONDUCTED ON : 2593548 ONTAH CURRENCY : 05MAR 2025			,	
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	FILE NUMBER 772071156				
	CAUTION PAGE TOTA FILING NO. OF PACE		GISTRATION REGISTER NUMBER UNDER	ED REGISTRATION PERIOD	
01	002 2	202104	30 1318 1532 1526	ning and an	
02	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME		
03	NAME BUSINESS NAME		ö	NTARIO CORPORATION NO.	
04	ADDRESS			NTANTO CORPORATION MO.	
0.5	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME		
05 06	DEBTOR NAME BUSINESS NAME	resolutioneresolationeresolation and extractioneres :			
07	ADDRESS		Q	NTARIO CORPORATION NO.	
08	SECURED PARTY	DAIMLER TRUCK FINANCIAL			
09	LIEN CLAIMANT ADDRESS	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON L4W02	15
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE	AMOUNT DATE OF	NOFIXED	
10		IPMENT ACCOUNTS OTHER INCLUDED		MATURITY DATE	
10	YEAR MAKE	MODEL	V.I.N.		
11 12	MOTOR				
13 14	GENERAL COLLATERAL				
15	DESCRIPTION				
	REGISTERING AGENT				CERTIFIED BY/CERTIFIÉES PA
17 🖷	ADDRESS				V Quintanilla 11
		*** FOR FURTHER INFORMATION, C	ONTACT THE SECURED PARTY,		REGISTRAR OF
				CONTRACTOR	

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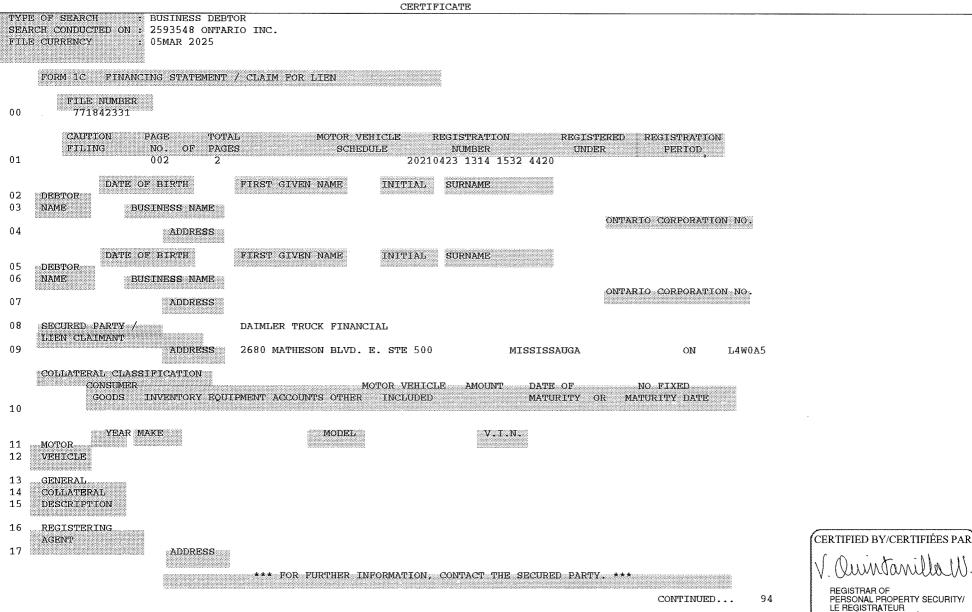


CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY • 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 771842331 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PERIOD FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 20210423 1314 1532 4420 2 P PPSA 06 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME 2593548 ONTARIO INC. BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS 12825 CENTREVILLE RD CALEDON ON L7C3B7 DATE OF BIRTH SURNAME FIRST GIVEN NAME INITIAL 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 80 SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION LIEN CLAIMANT 09 ADDRESS L4W0A5 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 \mathbf{x} x YEAR MAKE MODEL V.I.N. MOTOR 2021 FREIGHTLINER CASCADIA 1FUJHHDR8MLMM1828 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION REGISTERING D + H LIMITED PARTNERSHIP 16 CERTIFIED BY/CERTIFIÉES PAR AGENT 17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 untarril *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF 93 CONTINUED...

PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES (cri1fv 05/2022)



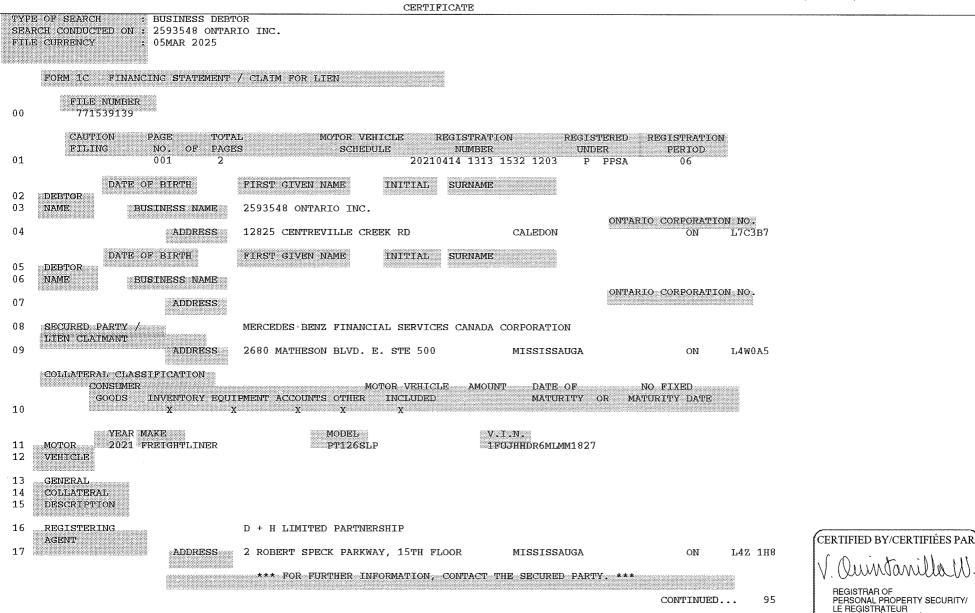
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(cri1fv 05/2022)



DES SÛRETÉS MOBILIÈRES





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10	CERTIFICATE		(7756)
SEA	PE OF SEARCH : BUSINESS DEBTOR CARCE CONDUCTED ON : 2593548 ONTARIO INC. LE CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN		
00	FILE MMBER) 771539139		
01	FILING NO. OF PAGES SCHEDULE NUMBER UNDER PE	TRATION RIOD	
02 03			
04		PORATION NO.	
05 06	5 NAME BUSINESS NAME		
07		PORATION NO.	
08	B SECURED PARTY / DAIMLER TRUCK FINANCIAL		
09		ON L4W0A5	
10	COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIX GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY)		
11 12			
13 14 15	COLLATERAL		
16	5 REGISTERING AGENT		CERTIFIED BY/CERTIFIÉES PAR
17			V. Quintanilla W.
		NTINUED 96	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES





500

10.20	230300123909.73	CERTIFIC			(1131)
	SEARCH : BUSINESS DEB CONDUCTED ON : 2593548 ONTAI RRENCY : 05MAR 2025	OR			
	RM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	FILE NUMBER 771455952				
01	CAUTION PAGE TOT: FILING NO. OF PAGE 001 3	SS SCHEDULE I	ISTRATION REGISTE NUMBER UNDER 2 1452 1901 3806 P P	PERIOD	
121212121212	DATE OF BIRTH BTOR MF BUSINESS NAME	FIRST GIVEN NAMEINITIALSI2593548 ONTARIO INC.	URNAME		
04	ADDRESS	12825 CENTREVILLE CREEK ROAD	CALEDON	ONTARTO CORPORATION NO. ON L7C 3B7	
	BTOR ME BUSINESS NAME	FIRST GIVEN NAME INITIAL SI	URNAME	ONTARIO CORPORATION NO.	
07	ADDRESS				
	CURED PARTY / EN CLAIMANT	STOUGHTON TRAILERS CANADA CORPORA	FION		
09	ADDRESS	416 S. ACADEMY STREET	STOUGHTON	WI 53589	
10		ζ. X	MATURITY OR	NO FIXED MATURITY DATE	
1414141414141414141414141	YEAR MAKE TOR. 2022 STOUGHTON HICLE 2022 STOUGHTON	MODEL ZGPVW-535T-S-C-AR ZGPVW-535T-S-C-AR	V.I.N. 1DW1A532XNSA63112 1DW1A5323NSA63114		
100012000	NERAL MATERAL				
	SCRIPTION				
	GISTERING	ESC CORPORATE SERVICES LTD.			
17 AC	ENT ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2	CERTIFIED BY/CERTIFIE
	HARDEN	*** FOR FURTHER INFORMATION, CO	NTACT THE SECURED PARTY.		V. Quintanille
				CONTINUED 97	REGISTRAR OF PERSONAL PROPERTY SEC





RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

TYPE OF SEARCH :	BUSINESS DEBTOR
SEARCH CONDUCTED ON :	2593548 ONTARIO INC.
FTLE CHRENCY :	05MAR 2025
FORM AC MOTOR V	антсур ссиронтр
	TEHICLE SCHEDULE

600 FILE NUMBER

01

PAGE TOTAL	REGISTRATION
NO: OF PAGES	NUMBER
002 3	20210412 1452 1901

20210412 1452 1901	3806	

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

	YEAR MAKE	MODEL	M.T.N.
41	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327NSA63116
42	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320NSA63118
43	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA63120
44	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320NSA63121
45	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA63122
46	2022 STOUGHTON	ZGPVW - 535T - S - C - AR	1DW1A5324NSA63123
47	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5326NsA63124
48	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A532XNSA63126
49	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5325NSA63129
50	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5323NSA63131
51	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327NSA63133
52	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA63134
53	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA63136
54	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5324NSA63137
55	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5326NSA63141
56	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1Dw1A5321NSA63144



CONTINUED...

98



RUN NUMBER : 065 RUN DATE : 2025/03/06 ID : 20250306123909.73

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: 2593548 ONTARIO INC.FILE CURRENCY: 05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

- FILE NUMBER
- 00 771455952

003 3		PAGE NO. (003	T DF P.	OTAL AGES 3	
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NIMBER	
20210412 1452 1901	3806

DECTONDATION

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

	YEAR MAKE	MODEL	V.I.N.
41	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA63148
42	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5320NSA63149
43	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5327NSA63150
44	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5329NSA63151
45	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5322NSA63153
46	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A5328NSA63156
47	2022 STOUGHTON	ZGPVW-535T-S-C-AR	1DW1A532XNSA63157
10			

48 49

01

- 50
- 51
- 52
- 53
- 54
- 55 56



(crj4fv 05/2022)

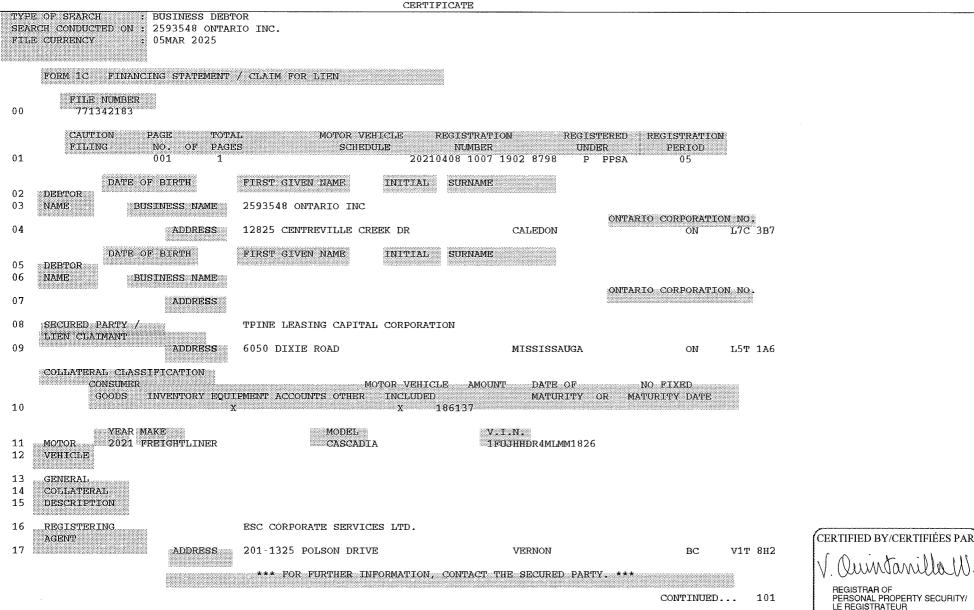


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BUSINESS DEBTOR TYPE OF SEARCH SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY **± 05MAR 2025** FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20231130 1644 1902 7506 21 RECORD 771455952 FILE NUMBER REFERENCEL RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED YEARS CHANGE REQUIRED PERIOD 22 B RENEWAL 04 FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 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. CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 M5V 1K4 TORONTO ON LIEN CLAIMANT untanil *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ CONTINUED... 100 LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



504



(crj1fv 05/2022)



DES SÚRETÉS MOBILIÈRES

REPORT : PSSR060 PAGE :

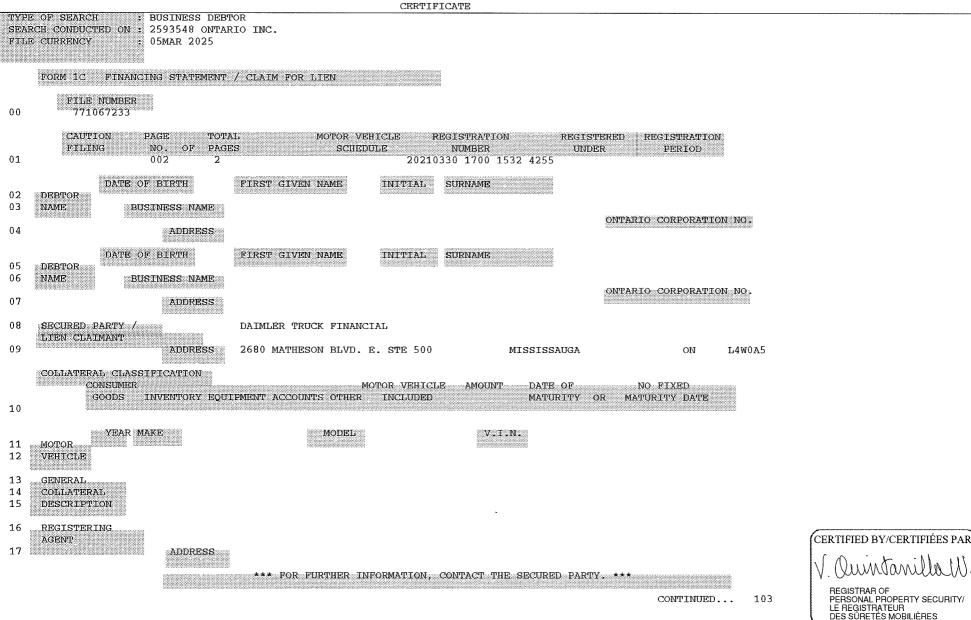
505

ID .	20230300123303.73	CERTIFICATE		(7762)
SEAR	OF SEARCH : BUSINESS DEB CH CONDUCTED ON : 2593548 ONTA CURRENCY : 05MAR 2025			
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN		
00	FILE NUMBER 771067233			
01	CAUTION PAGE TOT PILING NO. OF PAG 001 2		REGISTERED REGISTRATION UNDER PERIOD P PPSA 06	
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		
04	ADDRESS	12825 CENTREVILLE RD CALEDON	ONTARIO CORPORATION NO. ON L7C3B7	
05 06	DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME		
07	ADDRESS		ONTARIO CORPORATION NO.	
08	SECURED PARTY /	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION	Я	
09	ADDRESS	2680 MATHESON BLVD. E. STE 500 MISSISSAU	UGA ON L4W0A5	
10		MOTOR VEHICLE AMOUNT DATE (IPMENT ACCOUNTS OTHER INCLUDED MATUR: X X X X X	OF NO FIXED FTY OR MATURITY DATE	
11 12	YEAR MAKE MOTOR 2021 FREIGHTLINER VEHICLE 2021 FREIGHTLINER	MODELV.I.N.CASCADIA1 FUJHHDR0MIMICASCADIA1 FUJHHDR2MIMI		
13 14 15	GENERAL COLLATERAL DESCRIPTION			
16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP		CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAU	UGA ON L4Z 1H8	
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED	PARTY. ***	V. Quintanilla W.
	na se constante de la constante		CONTINUED 102	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR



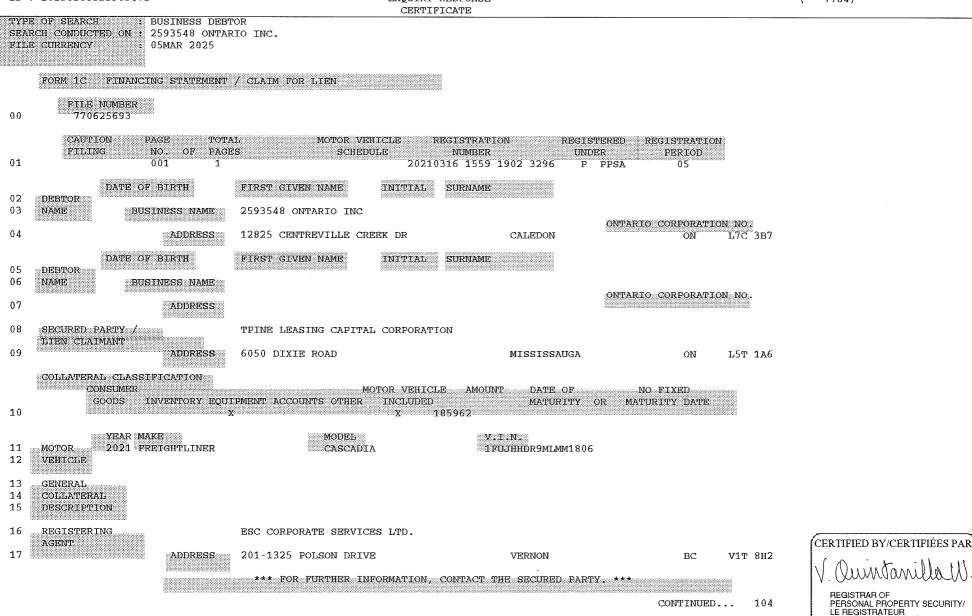


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DES SÛRETÉS MOBILIÈRES

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 01 001 20210816 1001 1462 6995 21 RECORD FILE NUMBER 770625693 REFERENCEL RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 D ASSIGNMENT FIRST GIVEN NAME SURNAME INTTIAL 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTRIO INC. TRANSFEROR 25 OTHER CHANCE 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 TPINE LEASING CAPITAL CORPORATION SECURED PARTY/LIEN CLAIMANT/ASSIGNEE CLE CAPITAL INC. 80 09 301-3390 SOUTH SERVICE RD. ON L7N3J5 ADDRESS BURLINGTON 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 PPSA CANADA INC. - (7017) CERTIFIED BY/CERTIFIÉES PAR ADDRESS 17 SECURED PARTY/ 110 SHEPPARD AVE EAST, STE 303 TORONTO ON M2N6Y8 LIEN CLAIMANT Suntanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF 105 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR CONTINUED... DES SÚRETÉS MOBILIÈRES



(crj2fv 05/2022)

509

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 770625729 CAUTION PAGE. TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD 001 01 1 20210316 1601 1902 3297 05 P PPSA DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 02 DEBTOR 03 NAME 2593548 ONTARIO INC BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS 12825 CENTREVILLE CREEK DR CALEDON ON L7C 3B7 DATE OF BIRTH FIRST GIVEN NAME INTTIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION LITEN CLAIMANP 09 6050 DIXIE ROAD MISSISSAUGA L5T 1A6 ADDRESS ON COLLARERAL CHASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 x 185962 YEAR MAKE MODEL V.I.N. MOTOR 2021 FREIGHTLINER 1 FUJHHDR6MLMM1813 11 CASCADIA 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING ESC CORPORATE SERVICES LTD. CERTIFIED BY/CERTIFIÉES PAR AGENT 17 201-1325 POLSON DRIVE VERNON BC V1T 8H2 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF CONTINUED... 106 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR



(crj1fv 05/2022)

DES SÚRETÉS MOBILIÈRES

7767) CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ÷. 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE UNDER NUMBER 01 01 001 20210813 1701 1462 6771 21 770625729 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT PERIOD PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS 22 D ASSIGNMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME. 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR TPINE LEASING CAPITAL CORPORATION SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 08 CLE CAPITAL INC. 301-3390 SOUTH SERVICE RD. 09 BURLINGTON ON L7N3J5 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 COLLATERAL 14 15 DESCRIPTION 16 REGISTERING AGENT OR PPSA CANADA INC. - (7017) CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ M2N6Y8 ADDRESS 110 SHEPPARD AVE EAST, STE 303 TORONTO ON LIEN CLAIMANT untanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR CONTINUED... 107



DES SÚRETÉS MOBILIÈRES

511

10.	20230300123909.75	CERTIFIC			(7768)
SEAR	OF SEARCH : BUSINESS DEB CH CONDUCTED ON : 2593548 ONTA	TOR			
FILE	CURRENCY : 05MAR 2025				
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN			
00	FILE MIMBER 769865697				
01	CAUTION PAGE TOT FILING NO. OF PAG 001 1	ES SCHEDULE	ISTRATION REGISTERED NUMBER UNDER 2 1618 1901 1153 P PPSA	REGISTRATION PERIOD 05	
02 03	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL S 2593548 ONTARIO INC	URNAME		
04	ADDRESS	12825 CENTREVILLE CREEK DR	ONT	ARIO CORPORATION NO. ON L7C 3B7	
05 06	DATE OF BIRTH DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL S	URNAME		
07	ADDRESS		ONT	ARIO CORPORATION NO.	
08	SECURED PARTY	TPINE LEASING CAPITAL CORPORATION			
09	LIEN CLAIMANT ADDRESS	6050 DIXIE ROAD	MISSISSAUGA	ON L5T 1A6	
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE	AMOUNT DATE OF	NO FIXED	
10	GOODS INVENTORY EQU	IPMENT ACCOUNTS OTHER INCLUDED X X 186	MATURITY OR 1 137	MATURITY DATE	
11 12	YEAR MAKE MOTOR 2021 FREIGHTLINER VEHICLE	MODEL CASCADIA	V.T.N. 1P0JHHDR7MLMM1805		
13 14 15	GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING	ESC CORPORATE SERVICES LTD.			CERTIFIED BY/CERTIFIÉES PAR
17	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2	V. Quintanilla W.
		*** FOR FURTHER INFORMATION, CO	NTACT THE SECURED PARTY, **		BEGISTBAB OF
				CONTINUED 108	PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

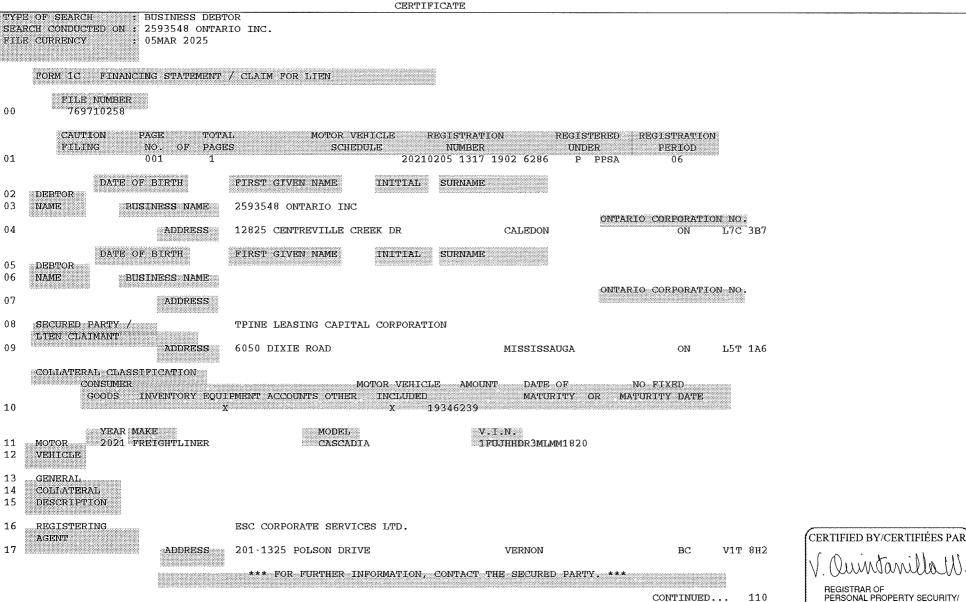
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(crj1fv 05/2022)

ID : 20250306123909.73	ENQUIRY RES CERTIFICA			(7769)
TYPE OF SEARCH : BUSINESS DEBT SEARCH CONDUCTED ON : 2593548 ONTAR FILE CURRENCY : 05MAR 2025				
FORM 2C FINANCING CHANGE STATE	MENT / CHANGE STATEMENT			
FILING NO. OF PAG 01 001 001 21 RECORD FILE NUMBER 769 REFERENCED	20210310 1404 146 865697 SPECIFIC PAGE AMENDED CHANGE REQU D ASSIGNM	RENEWAL CORRECT IRED YEARS PERIOD		
24 DEBTOR/ BUSINESS NAME TRANSFEROR	2593548 ONTARIO INC.			
25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 04/07 ADDRESS	FIRST GIVEN NAME INITIAL SU	RNAME	IQ CORPORATION NO.	
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/AS	TPINE LEASING CAPITAL CORPORATION			
08 09 COLLATERAL CLASSIFICATION CONSUMER	CLE CAPITAL INC. 301-3390 SOUTH SERVICE RD. MOTOR VEHICLE	BURLINGTON DATE OF	ON L7N3J5	
GOODS INVENTORY EQUI	PMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR M	ATURITY DATE	
YEAR MAKE 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION	MODEL	V. I. N.		
16 REGISTERING AGENT OR 17 SECURED PARTY/ ADDRESS	PPSA CANADA INC (7017) 110 SHEPPARD AVE EAST, STE 303	TORONTO	on m2n6y8	CERTIFIED BY/CERTIFIÉES PAR
LIEN CLAIMANT	*** FOR FURTHER INFORMATION, CON	TACT THE SECURED PARTY, ***		V. Quintanilla W.
	ausaran kanan k		CONTINUED 109	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj2fv 05/2022)

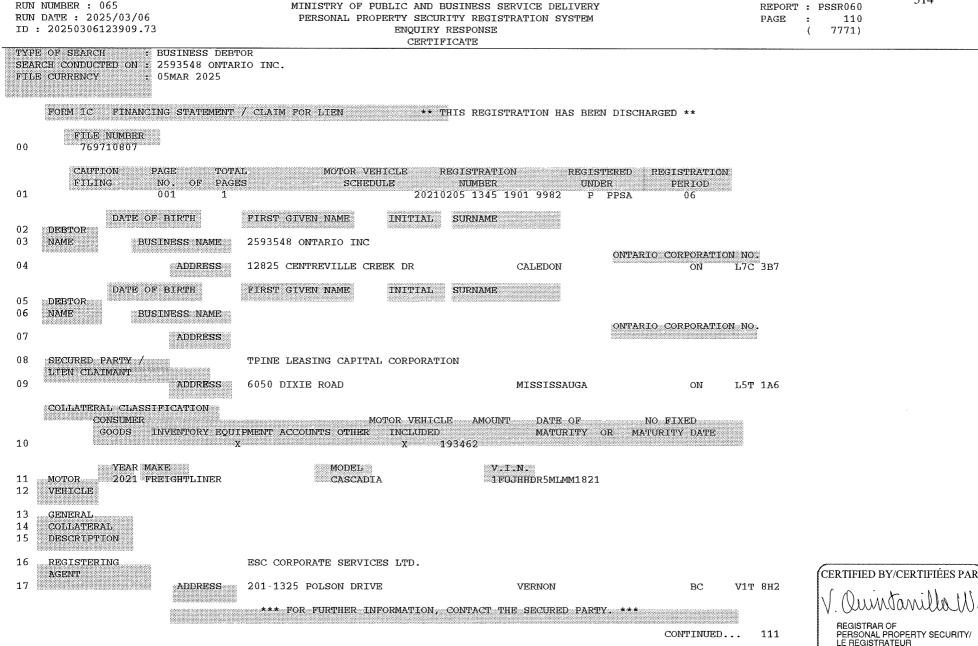




(crj1fv 05/2022)



LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



PROVINCE OF ONTARIO

DES SÜRETÉS MOBILIÈRES (crj1fv 05/2022)



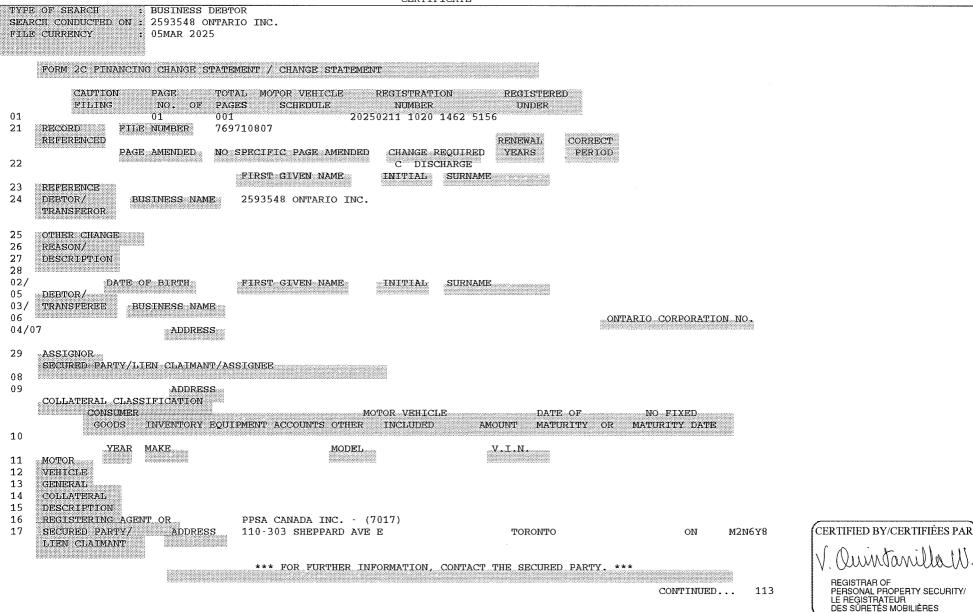
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ID : 20250306123909.73	ENQUIRY RESPONSE CERTIFICATE	(7772)
TYPE OF SEARCH : BUSINESS DEBT SEARCH CONDUCTED ON : 2593548 ONTAR FILE CURRENCY : 05MAR 2025		
FORM 2C FINANCING CHANGE STATE	MENT / CHANGE STATEMENT	
FILING NO. OF PAG 01 01 001 21 RECORD FILE NUMBER 769 REFERENCED		
25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 04/07 ADDRESS	FIRST GIVEN NAME. INITIAL SURNAME.	O CORPORATION NO.
29 ASSIGNOR	TPINE LEASING CAPITAL CORPORATION	
SECURED PARTY/LIEN CLAIMANT/AS 08 09 ADDRESS	CLE CAPITAL INC. 301-3390 SOUTH SERVICE RD. BURLINGTON	on l7n3j5
		NO FIXED. ATURITY DATE
10 YEAR MAKE 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL	MODEL V.I.N.	
15 DESCRIPTION 16 REGISTERING AGENT OR 17 SECURED PARTY/ ADDRESS LIEN CLAIMANT	PPSA CANADA INC (7017) 110 sheppard ave east, ste 303 toronto	ON M2N6Y8 (CERTIFIED BY/CERTIFIÉES PAR
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***	V. Quintanilla W.
		CONTINUED 112 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj2fv 05/2022)



7773)

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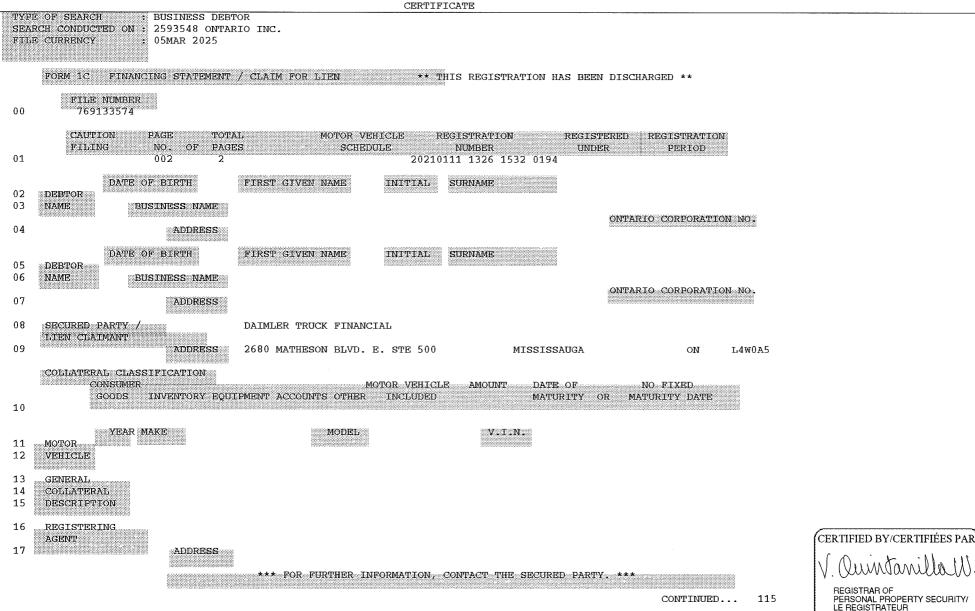


(crj2fv 05/2022)

ID :	20250306123909.73	ENQUIRY RESPONSE CERTIFICATE	(7774)
SEAI	OF SEARCH : BUSINESS DEB CCH CONDUCTED ON : 2593548 ONTA CURRENCY : 05MAR 2025		
	FORM 1C FINANCING STATEMENT	/ CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **	
00	FILE NUMBER 769133574		
01	CAUTION PAGE TOT FILING NO. OF PAG 001 2		OD
	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
02 03	DEBTOR NAME BUSINESS NAME	3593546 ONTAROP INC.	
04	ADDRESS	12825 CENTREVILLE CREEK RD CALEDON C	NATION NO. N L7C3B7
05 06	DEBTOR NAME BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
		ONTARIO CORPC	RATION NO.
07	ADDRESS		
80	SECURED PARTY / LIEN CLATMANT	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION	
09	ADDRESS	2680 MATHESON BLVD. E. STE 500 MISSISSAUGA C	DN L4W0A5
	COLLATERAL CLASSIFICATION CONSUMER	MOTOR VEHICLE AMOUNT DATE OF NO FIXED	Эсновнология
10		IPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY I X X X	
11	YEAR MAKE MOTOR 2021 FREIGHTLINER	MODEL V.I.N. PT126SLP 1FUJHHDR4MLMM1812	
12	VEHICLE 2021 FREIGHTLINER	PT126SLP 1FUJHHDR7MLMM1819	
13 14	GENERAL COLLATERAL		
14	DESCRIPTION		
16	REGISTERING	D + H LIMITED PARTNERSHIP	
17	AGENT	2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA C	ON L4Z 1H8 (CERTIFIED BY/CERTIFIÉES PAR
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***	V. Quintanilla W.
		CONTI	ENUED 114 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



518



(crj1fv 05/2022)



DES SÜRETÉS MOBILIÈRES

519

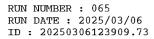
CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY **±** 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20210111 1331 1532 0200 21 769133574 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PERIOD PAGE AMENDED CHANGE REQUIRED YEARS 22 A AMENDMENT FIRST GIVEN NAME INTTIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 3593546 ONTAROP INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ ADDED INVENTORY AND ACCOUNTS AS COLLATERAL CLASSIFICATION. 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 NO FIXED DATE OF GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY DATE AMOUNT MATURITY OR Х 10 X Х х MAKE YEAR MODEL V.I.N. 11 MOTOR VEHICLE 12 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT Juntanilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR 116

DES SÜRETÉS MOBILIÈRES (cri2fv 05/2022)



CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20210113 1559 1532 5630 21 RECORD FILE NUMBER 769133574 REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT INITIAL FIRST GIVEN NAME SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 3593546 ONTAROP INC. TRANSFEROR 25 OTHER CHANGE CHANGED DEBTOR NAME TO 2593548 ONTARIO INC. 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE 2593548 ONTARIO INC. BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 12825 CENTREVILLE CREEK RD CALEDON ON L7C3B7 ADDRESS 29 ASSIGNOR SECURED FARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EOUTPMENT ACCOUNTS OTHER INCLUDED MATURITY OR AMOUNT MATURITY DATE 10 Х X Х Х YEAR MAKE MODEL V.I.N. 11 MOTOR 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP CERTIFIED BY/CERTIFIÉES PAR 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8 LIEN CLAIMANT untarillo *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... 117 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (crj2fv 05/2022)





CAUTION

FILING

RECORD

REFERENCED

REFERENCE

TRANSFEROR

OTHER CHANGE REASON/

DESCRIPTION

DEBTOR/

TRANSFEREE

DEBTOR/

FILE CURRENCY

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TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC.

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05MAR 2025

OF PAGES

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PAGE

NO.

001

FILE NUMBER

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DATE OF BIRTH

BUSINESS NAME

BUSINESS NAME

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

521

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER SCHEDULE NUMBER 20250130 1014 1532 1590 RENEWAL CORRECT NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD C DISCHARGE FIRST GIVEN NAME SURNAME INITIAL 2593548 ONTARIO INC. FIRST GIVEN NAME INTTIAL SURNAME

ONTARIO CORPORATION NO.

L4Z 1H8

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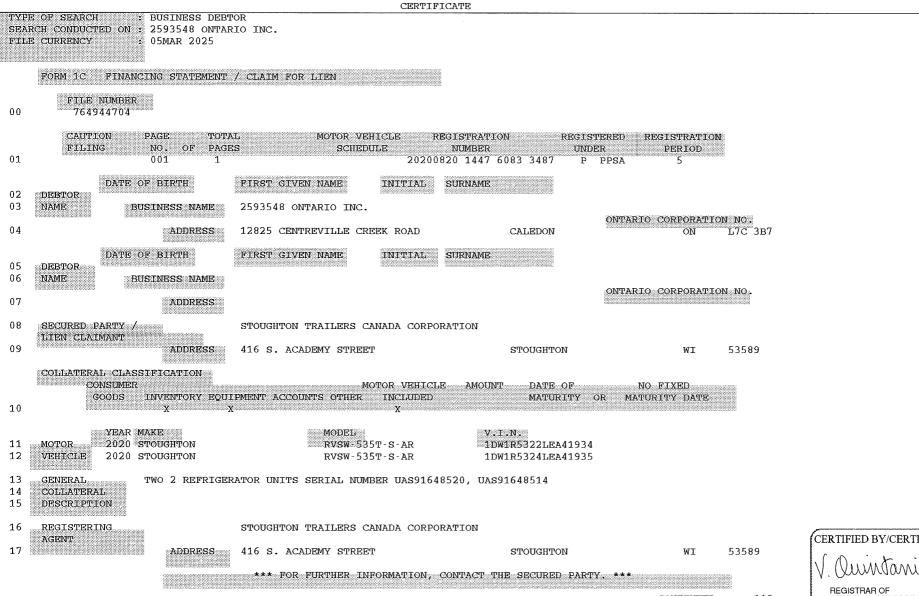
04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 08 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE 10 YEAR MAKE MODEL. V.I.N. 11 MOTOR 12 VEHICLE. 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP 17 SECURED PARTY/ 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON ADDRESS LIEN CLAIMANT

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

CERTIFIED BY/CERTIFIÉES PAR untarrilla REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj2fv 05/2022)



522



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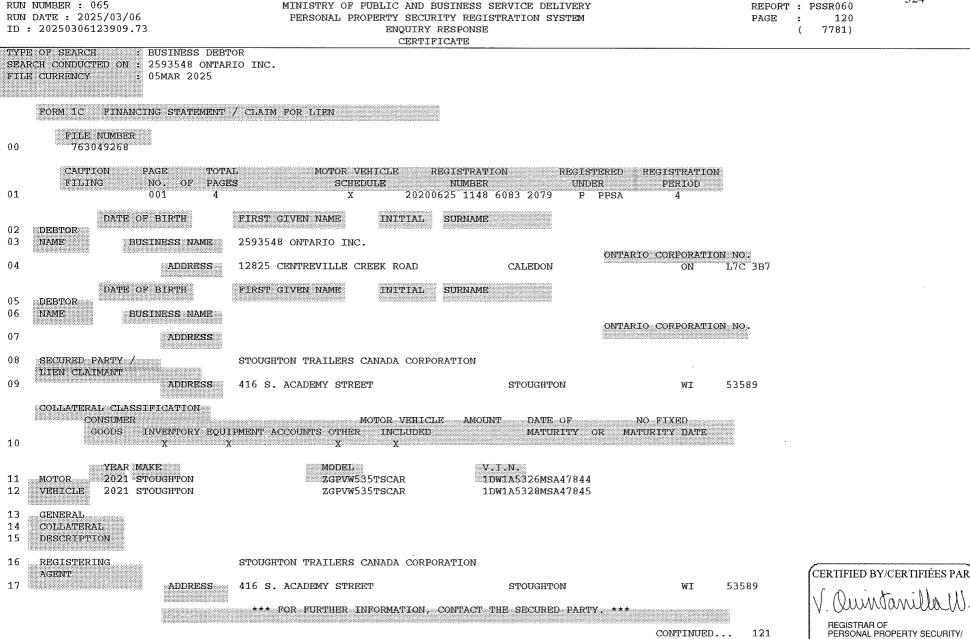


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CERTIFICATE TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. ± 05MAR 2025 FILE CURRENCY FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20231130 1644 1901 8539 21 FILE NUMBER 764944704 RECORD REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED PERIOD CHANGE REQUIRED YEARS 22 B RENEWAL 04 FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 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. MOTOR 11 12 VEHICLE 13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD. CERTIFIED BY/CERTIFIÉES PAR 17 M5V 1K4 SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON LIEN CLAIMANT untarrilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 120 CONTINUED... LE REGISTRATEUR





PROVINCE OF ONTARIO

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj1fv 05/2022)



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REGISTRATION NUMBER

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

TYPE OF SEARCH :	BUSINESS DEBTOR
SEARCH CONDUCTED ON :	2593548 ONTARIO INC.
FILE CURRENCY :	05MAR 2025

763049268

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER

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01

PAGE TOTAL	REGISTRATION
NO. OF PAGES	NUMBER
002 . 4	20200625 1148 6083 2079

YEAR	MAKE	MODEL	V.I.N.
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A532XMSA47846
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5321MSA47847
2021	STOUGHTON	zgpvw535tscar	1DW1A5323MSA47848
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5325MSA47849
2021	STOUGHTON	zgpvw535tscar	1DW1A5321MSA47850
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5323MSA47851
2021	STOUGHTON	zgpvw535tscar	1DW1A5325MSA47852
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5327MSA47853
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5329MSA47854
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5320MSA47855
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5322MSA47856
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5324MSA47857
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2021	STOUGHTON	zgpvw535tscar	1DW1A5324MSA47860
2021	STOUGHTON	ZGPVW535TSCAR	1DW1A5326MSA47861

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

(crj4fv 05/2022)



CONTINUED... 122 525

TYPE OF SEARCH :	BUSINESS DEBTOR
SEARCH CONDUCTED ON :	2593548 ONTARIO INC.
FILE CURRENCY :	05MAR 2025
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FORM 4C MOTOR VEHICLE SCHEDULE

- FILE NUMBER 763049268
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PAGE TOTAL NO. OF PAGES 003 4

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

REGISTRATION

	YEAR MAKE	MODEL	V.I.N.
41	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5328MSA47862
42	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A532XMSA47863
43	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5321MSA47864
44	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5323MSA47865
45	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5325MSA47866
46	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5327MSA47867
47	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5329MSA47868
48	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5320MSA47869
49	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5327MSA47870
50	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5329MSA47871
51	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5320MSA47872
52	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5322MSA47873
53	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5324MSA47874
54	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5326MSA47875
55	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A5328MSA47876
56	2021 STOUGHTON	ZGPVW535TSCAR	1DW1A532XMSA47877



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(crj4fv 05/2022)



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

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

REPORT : PSSR060 PAGE : 123 7784) (

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER 763049268

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004 4 20200625 1148 6083 2079

	YEAR MAKE	MODEL	V.T.N.
41	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5321MSA47878
42	2021 STOUGH	CON ZGPVW535	TSCAR 1DW1A5323MSA47879
43	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A532XMSA47880
44	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5321MSA47881
45	2021 STOUGH	CON ZGPVW535	TSCAR 1DW1A5323MSA47882
46	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5325MSA47883
47	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5327MSA47884
48	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5329MSA47885
49	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5320MSA47886
50	2021 STOUGH	CON ZGPVW535	TSCAR 1DW1A5322MSA47887
51	2021 STOUGH	CON ZGPVW535	TSCAR 1DW1A5324MSA47888
52	2021 STOUGH	PON ZGPVW535	TSCAR 1DW1A5326MSA47889
53	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5322MSA47890
54	2021 STOUGH	ron zgpvw535	TSCAR 1DW1A5324MSA47891
55	2021 STOUGH	ON ZGPVW535	TSCAR 1DW1A5326MSA47892
56	2021 STOUGH	CON ZGPVW535	TSCAR 1DW1A5328MSA47893

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

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(crj4fv 05/2022)

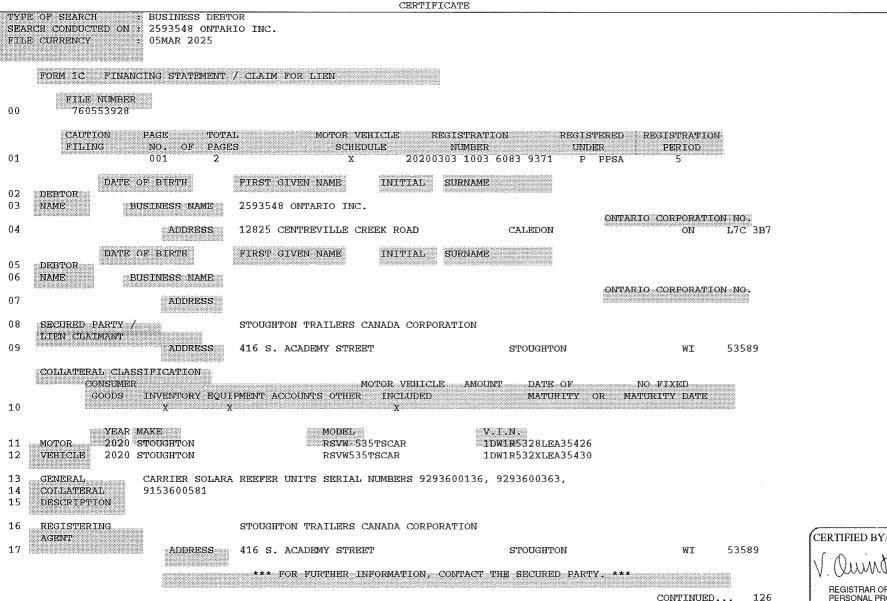


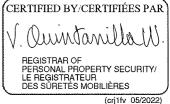
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 PORM 2C PINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PACES SCHEDULE NUMBER UNDER 01 001 1 20231130 1610 1901 8521 21 763049268 RECORD FILE NUMBER REFERENCEL RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 B RENEWAL 05 FIRST GIVEN NAME SURNAME INTTIAL 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSTNESS 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. CERTIFIED BY/CERTIFIÉES PAR 17 ADDRESS SECURED PARTY/ 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 LIEN CLAIMANT instanil *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** REGISTRAR OF CONTINUED... 125 PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES



(crj2fv 05/2022)

REPORT : PSSR060 PAGE : 125 (7786)







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

CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY : 05MAR 2025 FORM 4C MOTOR VEHICLE SCHEDULE FILE NUMBER 760553928 PAGE TOTAL REGISTRATION NO. OF PAGES NUMBER 002 2 20200303 1003 6083 9371 YEAR MAKE MODEL V.I.N. 2020 STOUGHTON RSVW535TSCAR 1DW1R5323LEA35432



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TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY # 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF ... PAGES SCHEDULE NUMBER UNDER 01 001 20231130 1644 1902 7505 1 21 RECORD FILE NUMBER 760553928 REFERENCED RENEWAL CORRECT NO SPECIFIC PAGE AMENDED PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 B RENEWAL 04 FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR/ 05 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 CERTIFIED BY/CERTIFIÉES PAR SECURED PARTY/ ADDRESS 445 KING STREET WEST, SUITE 400 M5V 1K4 TORONTO ON LIEN CLAIMANT umtamilla *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, *** REGISTRAR OF PERSONAL PROPERTY SECURITY/ 128 CONTINUED...

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LE REGISTRATEUR

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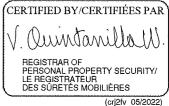
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TYPE OF SEARCH : BUSINESS DEB SEARCH CONDUCTED ON : 2593548 ONTA FILE CURRENCY : 05MAR 2025			
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	TAL MOTOR VEHICLE REGISTRATION REGISTERED		
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21 RECORD FILE NUMBER 75 REFERENCED	7991277 RENEWAL CORRECT		
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23 REFERENCE	FIRST GIVEN NAME INITIAL SURNAME		
24 DEBTOR/ BUSINESS NAME TRANSFEROR	2593548 ONTARIO INC.		
25 OTHER CHANGE			
26 REASON/ 27 DESCRIPTION			
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12 VEHICLE 13 GENERAL			
14 COLLATERAL			
16 REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.		CERTIFIED BY/CERTIFIÉES PAR
17 SECURED PARTY/ ADDRESS LIEN CLAIMANT	445 KING STREET WEST, SUITE 400 TORONTO	ON M5V 1K4	
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***		V. Quintanilla W.
		CONTINUED 130	REGISTRAR OF PERSONAL PROPERTY SECURITY/
			LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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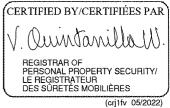


CERTIFICATE TYPE OF SEARCE : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY ± 05MAR 2025 FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT CAUTION TOTAL MOTOR VEHICLE PAGE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 001 1 20240322 1123 5064 6711 21 757991277 RECORD FILE NUMBER REFERENCED RENEWAL CORRECT PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD 22 A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME 23 REFERENCE 24 DEBTOR/ BUSINESS NAME 2593548 ONTARIO INC. TRANSFEROR 25 OTHER CHANGE 26 REASON/ DELETE ASSET 2020 STOUGHTON RVSW-535T-S-AR (1DW1R5325LEA35416) 27 DESCRIPTION 28 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR/ 03/ TRANSFEREE BUSINESS NAME 06 ONTARIO CORPORATION NO. 04/07 ADDRESS 29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE 80 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED 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 M5V 1K4 ON LIEN CLAIMANT *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 131





CERTIFICATE	(1132)
TYPE OF SEARCH • BUSINESS DEBTOR SEARCH CONDUCTED ON : 2593548 ONTARIO INC. FILE CURRENCY • 05MAR 2025	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN	
00 752487822	
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03 NAME BUSINESS NAME 2593548 ONTARIO INC.	
04 ADDRESS 12825 CENTREVILLE CREEK ROAD CALEDON ON L70	C 3B7
05 DEBTOR	
06 NAME BUSINESS NAME ONTARIO CORPORATION NO	9.
07 ADDRESS	
08 SECURED PARTY / STOUGHTON TRAILERS CANADA CORPORATION	
	589
COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 X X X X X	
YEAR MAKE MODEL V.I.N. 11 MOTOR 2020 STOUGHTON SEMI TRL VAN 1DW1R5328LEA31361	
12 VEHTCLE 2020 STOUGHTON SEMI TRL VAN 1DW1R5321LEA31377	
13 GENERAL REEFER SERIAL NUMBERS TAN91603445, TAN91603439, TAN91603427, 14 COLLATERAL TAN91603426, TAN91603432	
15 DESCRIPTION	
16 REGISTERING ESC CORPORATE SERVICES LTD. AGENT	CERTIFIED
	V 1K4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY: ***	V. (XXXV registrar
CONTINUED	132 PERSONAL





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

		CERTIFICAT	E
	OF SEARCH : BUSINESS DEBTOR		
	2593548 ONTARIO INC.		
ישתר ו	CURRENCY : 05MAR 2025		
	FORM 4C MOTOR VEHICLE SCHEDULE		
	FILE NUMBER		
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	PAGE TOTAL NO. OF PAGES	REGISTRATION NUMBER	
01		20190619 1553 6083	2847
	YEAR MAKE	MODEL	M.T.N.
41	2020 STOUGHTON	SEMI TRL VAN	1DW1R5321LEA31380
42	2020 STOUGHTON	SEMI TRL VAN	1DW1R5320LEA40961
43	2020 STOUGHTON	SEMI TRL VAN	1DW1R5324LEA40963
44			
45			

CERTIFIED BY/CERTIFIÉES PAR QuintanillaW REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (crj4fv 05/2022)

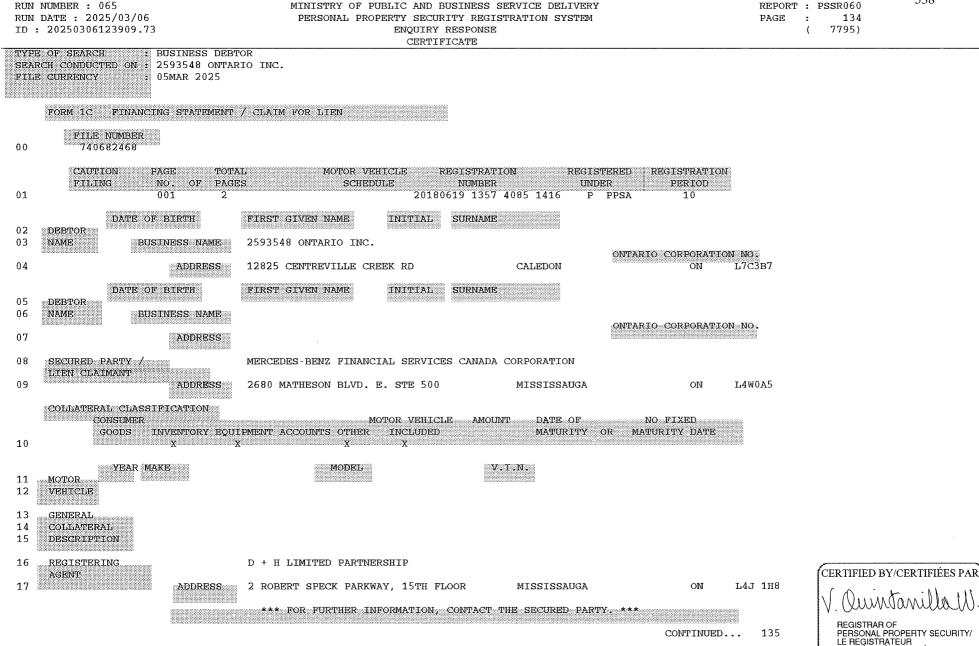


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10 :	20220200122303.12	CERTIFICATE	2101	(7754)
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FILE	CURRENCY : 05MAR 2025			
	FORM 2C FINANCING CHANGE STATE	MENT / CHANGE STATEMENT		
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01 21		20231130 1610 1901 8 487822	dhaadaanaalaadaabaa	
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23 24	REFERENCE DEBTOR/ BUSINESS NAME TRANSFEROR	FIRST GIVEN NAME INITIAL SURNA 2593548 ONTARIO INC.		
25 26 ⁻ 27	OTHER CHANGE REASON/ DESCRIPTION			
28 02/	DATE OF BIRTH	FIRST GIVEN NAME SINITIAL SURNA	ME:	
05 03/	DEBTOR/ TRANSFEREE BUSINESS NAME			
06 04/0	7 ADDRESS		ONTARIO CORPORATION NO.	
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/AS	SIGNEE		
08 09	ADDRESS			
10	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUI	MOTOR VEHICLE PMENT ACCOUNTS OTHER INCLUDED	DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE	
11	YEAR MAKE	MODEL	<u>V.I.N.</u>	
12 13	VEHICLE			
14 15 16	COLLATERAL DESCRIPTION REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.		
17	SECURED PARTY/ ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO ON M5V 1K4	CERTIFIED BY/CERTIFIÉES PAR
		*** FOR FURTHER INFORMATION, CONTAC	TT THE SECURED PARTY. ***	V. Quintanilla W.
			CONTINUED 134	REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj2fv 05/2022)





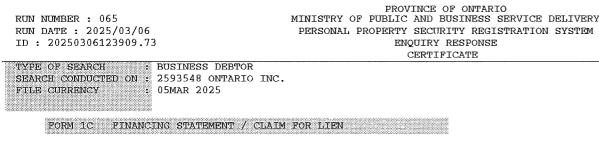
PROVINCE OF ONTARIO



(crj1fv 05/2022)

DES SÜRETÉS MOBILIÈRES

538



FILE NUMBER 00 740682468

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE NUMBER. UNDER PERIOD 01 002 20180619 1357 4085 1416 2 DATE OF BIRTH FIRST GIVEN NAME TNTTTAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 NAME BUSTNESS NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY / DAIMLER TRUCK FINANCIAL LIEN CLAIMANT 09 ADDRESS. 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5 COLLATERAL CLASSIFICATION CONSUMER. NO FIXED MOTOR VEHICLE AMOUNT DATE OF 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 17 ADDRESS

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

CERTIFICATE

Juntanil REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

136

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

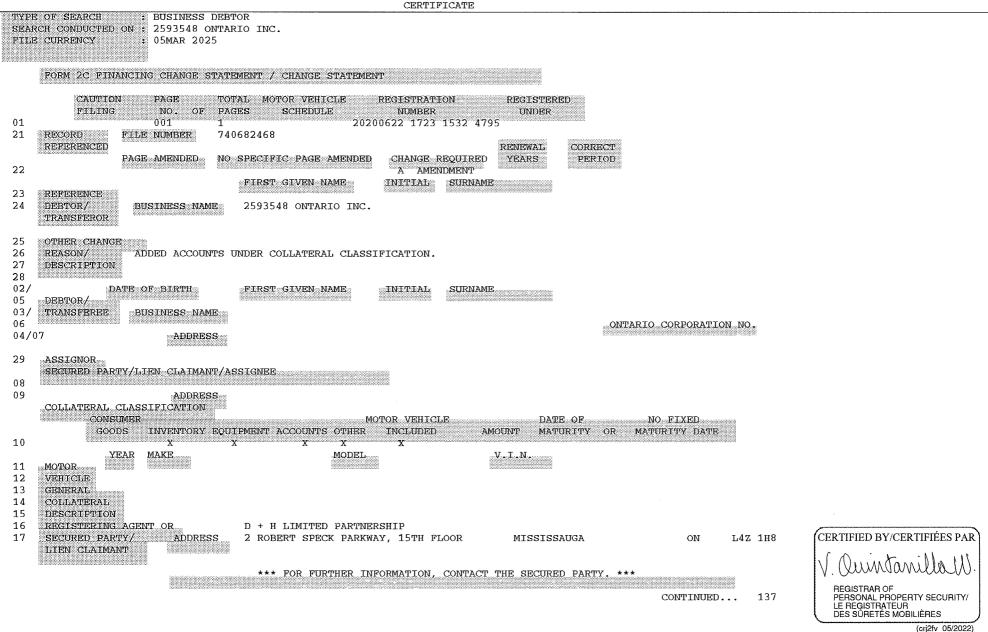
Ontario 🕅



REPORT : PSSR060

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Ontario 🕅

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: 2593548 ONTARIO INC.FILE CURRENCY: 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	
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510552261	20241030 0921 1532 3126				
509814927	20241004 0909 1532 6840	20241007 1026 1532 4339			
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501065523	20231208 1042 1532 7256				
798389244	20231025 0900 1532 8350				
797952402	20231010 1731 1532 9246				
797255712	20230918 1436 1901 1668				
794776482	20230628 1526 1901 4055				
794356749	20230615 1227 1532 4198				
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792263979	20230412 0857 1532 3386				
792276615	20230412 0947 1532 4552				
791965512	20230331 1113 1532 6244				
791671752	20230322 1046 1532 6358				
788865345	20221129 1139 1532 4632				
788121198	20221102 0941 1532 1682	20221107 1300 1532 5312			
787954455	20221027 1648 1532 5159	20221102 1231 1532 2739			
787530744	20221013 1049 1532 0498	20221017 1439 1532 0576			
786878262	20220921 0938 1532 9400	20220926 1207 1532 4246			
786011328	20220822 1526 1532 4346	20220824 1111 4085 6795			
784070172	20220617 0925 1532 1785	20220621 1519 1532 2915			
783859095	20220610 1114 1532 0111	20220615 0933 1532 3485			
782353143	20220426 1209 1532 2023				
781706331	20220404 1045 1532 2993				•
781631217	20220331 1638 1532 5608	20240517 1613 1532 6167			
781263603	20220321 1142 1532 7414				CERTIFIED BY
778660047	20211130 1801 1532 4211				
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TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: 2593548 ONTARIO INC.FILE CURRENCY: 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	
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774871524	20210728 1503 1532 0676	20241010 1255 1793 5139			
774460755	20210715 1433 1532 2330				
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773907822	20210628 1451 1532 7388				
773506485	20210615 1426 1902 6203				
773445546	20210614 1131 1532 8725				
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771455952	20210412 1452 1901 3806	20231130 1644 1902 7506			
771342183	20210408 1007 1902 8798				
771067233	20210330 1700 1532 4255				
770625693	20210316 1559 1902 3296	20210816 1001 1462 6995			
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764944704	20200820 1447 6083 3487	20231130 1644 1901 8539	20210112 1002 1002 2030	20250150 1014 1552 1590	CERTIFIED BI/CERTIFIE
104344104	20200020 144/ 0000 346/	70721120 1044 1301 0223			M. A. M.



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(crfj6 05/2022)



543

TYPE OF SEARCH: BUSINESS DEBTORSEARCH CONDUCTED ON: 2593548 ONTARIO INC.FILE CURRENCY: 05MAR 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
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760553928	20200303 1003 6083 9371	20231130 1644 1902 7505		
757991277	20191127 0946 6083 6867	20231130 1610 1901 8523	20240322 1123 5064 6711	
752487822	20190619 1553 6083 2847	20231130 1610 1901 8522		
740682468	20180619 1357 4085 1416	20200622 1723 1532 4795		



(crfj6 05/2022)



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

This is Exhibit "K" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

December 10, 2024

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

FALCON XPRESS TRANSPORTATION GROUP INC.

6086 Mayfield Road Caledon, ON L7C 0Z7

Attention: Jarnail Singh Sidhu, Director

Re: Certain indebtedness of Falcon Xpress Transportation Group Inc. to Royal Bank of Canada ("RBC")

We are the lawyers for RBC in connection with its lending arrangements with Falcon Xpress Transportation Group Inc. ("**Falcon Xpress**"), 6086 Mayfield Inc. ("**Mayfield**"), Falcon Investment Group Inc. ("**Falcon Investment**"), and 2593548 Ontario Inc. ("**259**").

Falcon Xpress is indebted to RBC with respect to certain credit facilities (the "**Falcon Xpress Credit Facilities**") made available by RBC to Falcon Xpress pursuant to and under the terms of:

- i. the credit agreement entered into between RBC and Falcon Xpress dated July 29, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Primary Credit Agreement");
- ii. the VISA agreement entered into between RBC and Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Credit Card Agreement"); and
- iii. the master lease agreement entered into between RBC and Falcon Xpress dated October 15, 2020 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Falcon Xpress Leasing Schedules" and, together with the Falcon Xpress Primary Credit Agreement, the Falcon Xpress Credit Card Agreement, and the Falcon Xpress Master Lease Agreement, the "Falcon Xpress Credit Agreements").

Mayfield is also indebted to RBC with respect to certain additional credit facilities (the "**Mayfield Credit Facilities**" and, together with the Falcon Xpress Credit Facilities, the "**Credit Facilities**"), including, without limitation, those made available by RBC to Mayfield pursuant to and under the terms of the credit agreement entered into between RBC and Mayfield dated July 28, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Primary Credit Agreement**"), and the VISA agreement entered into between RBC and Mayfield dated September 17, 2021 (as same may have been amended, replaced, restated or supplemented, replaced, restated or supplemented from time to time, the "Mayfield Credit Card Agreement" and, together with the Mayfield Primary Credit Agreement, the "Mayfield Credit Agreements", and, together with the Falcon Xpress Credit Agreements, the "Credit Agreements").

Falcon Xpress guaranteed Mayfield's obligations to RBC, including, without limitation, those under the Mayfield Credit Agreements, pursuant to the written guarantee and postponement of claim

dated August 11, 2021 (the "**Mayfield Guarantee**"). The Mayfield Guarantee is limited to the principal amount of \$12,500,000 plus interest from the date of demand.

Certain of the Credit Facilities are payable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

As of December 6, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Facilities under the Falcon Xpress Credit Agreements	
Operating Facility	\$4,133,619.55
Lease Facility	860,636.44
Credit Card CAD	83,731.61
Credit Card USD	20,555.06
Facilities under the Mayfield Credit Agreements	
Term Loan	12,051,556.48
Credit Card Facility	10.05
	CAD \$17,129,554.13
	plus USD \$20,555.06

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand for payment of <u>CAD \$17,129,554.13</u> plus <u>USD</u> <u>\$20,555.06</u>, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Falcon Xpress Credit Agreements and the Mayfield Guarantee (collectively, the "**Specified Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Specified Indebtedness at the rates established by the Credit Agreements, the Mayfield Guarantee and any other agreement, as applicable.

The Specified Indebtedness is secured by, *inter alia*, the general security agreement dated August 11, 2021 granted by Falcon Xpress in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Falcon Xpress's property, assets and undertakings.

If payment of the Specified Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Falcon Xpress; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Falcon Xpress, in which cases RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

AIRD BERLIS

Yours truly,

AIRD & BERLIS LLP

Sanjeev P.R. Mitra SPRM/ch

Encl.

3

NOTICE OF INTENTION TO ENFORCE SECURITY (Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

TO: FALCON XPRESS TRANSPORTATION GROUP INC. 6086 Mayfield Road Caledon, ON L7C 0Z7

insolvent company / person

TAKE NOTICE that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Falcon Xpress Transportation Group Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
- 2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 11, 2021 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
- 3. As at December 6, 2024, the total amount of the indebtedness secured by the Security is the sum of <u>CAD \$17,129,554.13</u> plus <u>USD \$20,555.06</u> in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 10th day of December, 2024.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Sanjeev P.R. Mitra Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9 Tel: 416-863-1500 Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

Per:



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

December 10, 2024

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

6086 MAYFIELD INC. 12825 Centreville Creek Road Caledon, ON L7C 3B7

Attention: Jarnail Singh Sidhu, Director and President

Re: Certain indebtedness of 6086 Mayfield Inc. to Royal Bank of Canada ("RBC")

We are the lawyers for RBC in connection with its lending arrangements with Falcon Xpress Transportation Group Inc. ("Falcon Xpress"), 6086 Mayfield Inc. ("Mayfield"), Falcon Investment Group Inc. ("Falcon Investment"), and 2593548 Ontario Inc. ("259").

Mayfield is indebted to RBC with respect to certain credit facilities (the "**Mayfield Credit Facilities**") made available by RBC to Mayfield pursuant to and under the terms of:

- i. the credit agreement entered into between RBC and Mayfield dated July 28, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Mayfield Primary Credit Agreement"); and
- ii. the VISA agreement entered into between RBC and Mayfield dated September 17, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Credit Card Agreement**" and, together with the Mayfield Primary Credit Agreement, the "**Mayfield Credit Agreements**").

Falcon Xpress is also indebted to RBC with respect to certain additional credit facilities (the "Falcon Xpress Credit Facilities" and, together with the Mayfield Credit Facilities, the "Credit Facilities"), including, without limitation, those made available by RBC to Falcon Xpress pursuant to and under the terms of the credit agreement entered into between RBC and Falcon Xpress dated July 29, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Primary Credit Agreement"); the VISA agreement entered into between RBC and Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Credit Card Agreement"); and the master lease agreement entered into between RBC and Falcon Xpress dated October 15, 2020 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Falcon Xpress Leasing Schedules" and, together the Falcon Xpress Primary Credit Agreement, the Falcon Xpress Credit Card Agreement and the Falcon Xpress Master Lease Agreement, the "Falcon Xpress Credit Agreements", and, together with the Mayfield Credit Agreements, the "Credit Agreements").

Mayfield guaranteed Falcon Xpress's obligations to RBC, including, without limitation, those under the Falcon Xpress Credit Agreements, pursuant to the written guarantee and postponement of claim dated August 11, 2021 (the "**Falcon Xpress Guarantee**"). The Falcon Xpress Guarantee is limited to the principal amount of \$5,600,000 plus interest from the date of demand.

Certain of the Credit Facilities are payable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

As of December 6, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Facilities under the Mayfield Credit Agreements	
Term Loan	12,051,556.48
Credit Card Facility	10.05
Facilities under the Falcon Xpress Credit Agreements	
Operating Facility	\$4,133,619.55
Lease Facility	860,636.44
Credit Card CAD	83,731.61
Credit Card USD	20,555.06
	CAD \$17,129,554.13
	plus USD \$20,555.06

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand for payment of <u>CAD \$17,129,554.13</u> plus <u>USD</u> <u>\$20,555.06</u>, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Mayfield Credit Agreements and the Falcon Xpress Guarantee (collectively, the "**Specified Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Specified Indebtedness at the rates established by the Credit Agreements, the Falcon Xpress Guarantee and any other agreement, as applicable.

The Specified Indebtedness is secured by, *inter alia*: (i) the general security agreement dated August 11, 2021 granted by Mayfield in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Mayfield's property, assets and undertakings; (ii) the charge/mortgage in the principal amount of \$18,100,000 granted by Mayfield over the property municipally known as 6086 Mayfield Road, Caledon, Ontario (the "**Real Property**"), which was registered on title thereto on September 1, 2021; and (iii) the general assignment of rents granted by Mayfield over the Real Property, which was registered on title thereto and September 1, 2021.

If payment of the Specified Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Mayfield; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Mayfield and/or the Real Property, in which cases RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

551



Yours truly,

AIRD & BERLIS LLP

Sanjeev P.R. Mitra SPRM/ch

Encl.

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AIRD BERLIS

NOTICE OF INTENTION TO ENFORCE SECURITY (*Bankruptcy and Insolvency Act*, Subsection 244(1))

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

TO: **6086 MAYFIELD INC.** 12825 Centreville Creek Road Caledon, ON L7C 3B7

insolvent company / person

TAKE NOTICE that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of 6086 Mayfield Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property and real property of the Debtor.
- 2. The security that is to be enforced (the "Security") is in the form of, *inter alia*, (i) the general security agreement dated August 11, 2021 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings; (ii) the charge/mortgage in the principal amount of \$18,100,000 granted by the Debtor over the property municipally known as 6086 Mayfield Road, Caledon, Ontario (the "Real Property"), which was registered on title thereto on September 1, 2021; and (iii) the general assignment of rents granted by the Debtor over the Real Property, which was registered on September 1, 2021.
- As at December 6, 2024, the total amount of the indebtedness secured by the Security is the sum of <u>CAD \$17,129,554.13</u> plus <u>USD \$20,555.06</u> in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 10th day of December, 2024.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Per:

Sanjeev P.R. Mitra Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9 Tel: 416-863-1500 Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

December 10, 2024

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

FALCON INVESTMENT GROUP INC.

17269 Airport Road Caledon, ON L7K 2J9

Attention: Jarnail Singh Sidhu, Director and President

Re: Certain indebtedness of Falcon Investment Group Inc. to Royal Bank of Canada ("RBC")

We are the lawyers for RBC in connection with its lending arrangements with Falcon Xpress Transportation Group Inc. ("**Falcon Xpress**"), 6086 Mayfield Inc. ("**Mayfield**"), Falcon Investment Group Inc. ("**Falcon Investment**"), and 2593548 Ontario Inc. ("**259**").

Falcon Investment is indebted to RBC with respect to certain credit facilities (the "**Falcon Investment Credit Facilities**") made available by RBC to Falcon Investment pursuant to and under the terms of the VISA agreement entered into between RBC and Falcon Investment dated August 23, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Falcon Investment Credit Agreement**").

Falcon Xpress is also indebted to RBC with respect to certain additional credit facilities (the "Falcon Xpress Credit Facilities"), including, without limitation, those made available by RBC to Falcon Xpress pursuant to and under the terms of the credit agreement entered into between RBC and Falcon Xpress dated July 29, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Primary Credit Agreement"); the VISA agreement entered into between RBC and Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Credit Card Agreement"); and the master lease agreement entered into between RBC and Falcon Xpress dated October 15, 2020 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Falcon Xpress Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Falcon Xpress Credit Card Agreement and the Falcon Xpress Master Lease Agreement, the Falcon Xpress Credit Card Agreement and the Falcon Xpress Master Lease Agreement, the "Falcon Xpress Credit Agreements").

Falcon Investment guaranteed Falcon Xpress's obligations to RBC, including, without limitation, those under the Falcon Xpress Credit Agreements, pursuant to the written guarantee and postponement of claim dated August 11, 2021 (the "**Falcon Xpress Guarantee**"). The Falcon Xpress Guarantee is limited to the principal amount of \$5,600,000 plus interest from the date of demand.

Mayfield is also indebted to RBC with respect to certain additional credit facilities (the "**Mayfield Credit Facilities**" and, together with the Falcon Xpress Credit Facilities and the Falcon Investment Credit Facilities, the "**Credit Facilities**"), including, without limitation, those made available by RBC to Mayfield pursuant to and under the terms of the credit agreement entered

into between RBC and Mayfield dated July 28, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Primary Credit Agreement**"), and the VISA agreement entered into between RBC and Mayfield dated September 17, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Credit Card Agreement**" and, together with the Mayfield Primary Credit Agreement, the "**Mayfield Credit Agreements**", and, together with the Falcon Xpress Credit Agreements and the Falcon Investment Credit Agreement, the "**Credit Agreements**").

Falcon Investment guaranteed Mayfield's obligations to RBC, including, without limitation, those under the Mayfield Credit Agreements, pursuant to the written guarantee and postponement of claim dated August 11, 2021 (the "**Mayfield Guarantee**" and, together with the Falcon Xpress Guarantee, the "**Guarantees**"). The Mayfield Guarantee is limited to the principal amount of \$12,500,000 plus interest from the date of demand.

Certain of the Credit Facilities are payable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

As of December 6, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Facility under the Falcon Investment Credit Agreement	
Credit Card Facility	17,505.37
Facilities under the Falcon Xpress Credit Agreements	
Operating Facility	\$4,133,619.55
Lease Facility	860,636.44
Credit Card CAD	83,731.61
Credit Card USD	20,555.06
Facilities under the Mayfield Credit Agreements	
Term Loan	12,051,556.48
Credit Card Facility	10.05
	CAD \$17,147,059.50
	plus USD \$20,555.06

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand for payment of <u>CAD \$17,147,059.50</u> plus <u>USD</u> <u>\$20,555.06</u>, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Falcon Investment Credit Agreement and the Guarantees (collectively, the "**Specified Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Specified Indebtedness at the rates established by the Credit Agreements, the Guarantees and any other agreement, as applicable.

The Specified Indebtedness is secured by, *inter alia*, the general security agreement dated August 11, 2021 granted by Falcon Investment in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Falcon Investment's property, assets and undertakings.

If payment of the Specified Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Falcon Investment; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and

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AIRD BERLIS

manager of Falcon Investment, in which cases RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Sanjeev P.R. Mitra SPRM/ch

Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY (Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

TO: FALCON INVESTMENT GROUP INC. 17269 Airport Road Caledon, ON L7K 2J9

insolvent company / person

TAKE NOTICE that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Falcon Investment Group Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
- 2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 11, 2021 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
- As at December 6, 2024, the total amount of the indebtedness secured by the Security is the sum of <u>CAD \$17,147,059.50</u> plus <u>USD \$20,555.06</u> in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 10th day of December, 2024.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Per:

Sanjeev P.R. Mitra Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9 Tel: 416-863-1500 Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.



Sanjeev P.R. Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

December 10, 2024

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

2593548 ONTARIO INC. 12825 Centreville Creek Road Caledon, ON L7C 3B7

Attention: Jarnail Singh Sidhu, Director and President

Re: Certain indebtedness of Falcon Xpress Transportation Group Inc. and 6086 Mayfield Inc. to Royal Bank of Canada ("RBC")

We are the lawyers for RBC in connection with its lending arrangements with Falcon Xpress Transportation Group Inc. ("**Falcon Xpress**"), 6086 Mayfield Inc. ("**Mayfield**"), Falcon Investment Group Inc. ("**Falcon Investment**"), and 2593548 Ontario Inc. ("**259**").

Falcon Xpress is indebted to RBC with respect to certain credit facilities (the "Falcon Xpress Credit Facilities"), including, without limitation, those made available by RBC to Falcon Xpress pursuant to and under the terms of the credit agreement entered into between RBC and Falcon Xpress dated July 29, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Primary Credit Agreement"); the VISA agreement entered into between RBC and Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Credit Card Agreement"); and the master lease agreement entered into between RBC and Falcon Xpress dated October 15, 2020 (as same may have been amended, replaced, restated or supplemented from time to time, the "Falcon Xpress Master Lease Agreement"), and the leasing schedules entered into thereunder (the "Falcon Xpress Leasing Schedules" and, together the Falcon Xpress Primary Credit Agreement, the Falcon Xpress Credit Card Agreement and the Falcon Xpress Master Lease Agreement, the "Falcon Xpress Credit Agreements").

259 guaranteed Falcon Xpress's obligations to RBC, including, without limitation, those under the Falcon Xpress Credit Agreements, pursuant to the written guarantee and postponement of claim dated August 11, 2021 (the "**Falcon Xpress Guarantee**"). The Falcon Xpress Guarantee is limited to the principal amount of \$5,600,000 plus interest from the date of demand.

Mayfield is also indebted to RBC with respect to certain credit facilities (the "**Mayfield Credit Facilities**" and, together with the Falcon Xpress Credit Facilities, the "**Credit Facilities**"), including, without limitation, those made available by RBC to Mayfield pursuant to and under the terms of the credit agreement entered into between RBC and Mayfield dated July 28, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Primary Credit Agreement**"), and the VISA agreement entered into between RBC and Mayfield dated September 17, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Mayfield Credit Card Agreement**" and, together with the Mayfield Primary Credit Agreement, the "**Mayfield Credit Agreements**", and, together with the Falcon Xpress Credit Agreements, the "**Credit Agreements**"). 259 guaranteed Mayfield's obligations to RBC, including, without limitation, those under the Mayfield Credit Agreements, pursuant to the written guarantee and postponement of claim dated August 11, 2021 (the "**Mayfield Guarantee**" and, together with the Falcon Xpress Guarantee, the "**Guarantees**"). The Mayfield Guarantee is limited to the principal amount of \$12,500,000 plus interest from the date of demand.

Certain of the Credit Facilities are payable on demand. One or more Event of Default (as defined in the Credit Agreements) has also occurred.

As of December 6, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Credit Agreements:

Facilities under the Falcon Xpress Credit Agreements	
Operating Facility	\$4,133,619.55
Lease Facility	860,636.44
Credit Card CAD	83,731.61
Credit Card USD	20,555.06
Facilities under the Mayfield Credit Agreements	
Term Loan	12,051,556.48
Credit Card Facility	10.05
	CAD \$17,129,554.13
	plus USD \$20,555.06

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount owing to it, we hereby make formal demand for payment of <u>CAD \$17,129,554.13</u> plus <u>USD</u> <u>\$20,555.06</u>, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the applicable Guarantees (collectively, the "**Specified Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Specified Indebtedness at the rates established by the Credit Agreements, the Guarantees and any other agreement, as applicable.

The Specified Indebtedness is secured by, *inter alia*, the general security agreement dated August 11, 2021 granted by 259 in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of 259's property, assets and undertakings.

If payment of the Specified Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against 259; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of 259, in which cases RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

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AIRD BERLIS

Yours truly,

AIRD & BERLIS LLP

Sanjeev P.R. Mitra SPRM/ch

Encl.

3

NOTICE OF INTENTION TO ENFORCE SECURITY (*Bankruptcy and Insolvency Act*, Subsection 244(1))

DELIVERED BY COURIER AND EMAIL (Jarnail@falconxpress.ca)

TO: 2593548 ONTARIO INC. 12825 Centreville Creek Road Caledon, ON L7C 3B7

insolvent company / person

TAKE NOTICE that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of 2593548 Ontario Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
- 2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 11, 2021 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
- As at December 6, 2024, the total amount of the indebtedness secured by the Security is the sum of <u>CAD \$17,129,554.13 plus USD \$20,555.06</u> in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 10th day of December, 2024.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Per:

Sanjeev P.R. Mitra Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9 Tel: 416-863-1500 Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

This is Exhibit "L" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

Hello Jeremy

Good morning. Thank you for the response.

I write on behalf of my client in response to your email regarding RBC's proposed forbearance agreement. My client appreciates RBC's willingness to extend the forbearance and acknowledges the urgency expressed.

While my client is fully committed to resolving the matter and intends to accept and sign the forbearance agreement. As the amount of the mortgage is huge, additional time is required to facilitate the necessary arrangements. My client is currently working with another lender to secure funds to pay off RBC, but the process requires coordination and cannot be completed within the current timeline.

In light of this, we kindly request an extension of the forbearance period until April 30, 2025. This extension will allow sufficient time for my client to finalize the financing and ensure that all conditions precedent are met without undue delays or complications for securing such new loan facility.

We believe this extended timeline is reasonable and in the interest of all parties involved to ensure a smooth and successful resolution of the issue arose. Please let us know if this adjustment can be accommodated, or if further discussions are required to reach an agreement.

As I am still out of my office and access timeline to check emails is limited, kindly co-operate if there is any kind of delay in responding your emails.

We look forward to your response.

Thank you and Regards.

Balraj Gulati

M.A. LL.B. Barrister & Solicitor Gulati Law Professional Corporation 33 Queen Street South Mississauga, ON. L5M 1K2 Ph. # 905 450 4700 Fax.# 905 565 0047 **IMPORTANT NOTICE:** This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message.

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Π PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

From: Jeremy Nemers < jnemers@airdberlis.com>

Sent: Thursday, January 9, 2025 6:16 PM

To: Balraj Gulati <balraj@gulatilaw.ca>

Cc: Calvin Horsten <chorsten@airdberlis.com>; Sanjeev Mitra <smitra@airdberlis.com> **Subject:** RE: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Thanks Balraj, but the forbearance itself is only proposed to run until January 30, so your below request will not work.

I did not receive an out of office email from you when I sent the forbearance agreement on January 6, and it is concerning that you are only advising of this development now.

If the credit parties wish to accept RBC's forbearance offer, please ensure the forbearance agreement is fullyexecuted and returned to us, together with satisfaction of the conditions precedent therein, by no later than 2 p.m. tomorrow.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error.

If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Balraj Gulati <balraj@gulatilaw.ca>
Sent: January 9, 2025 6:13 PM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: Calvin Horsten <chorsten@airdberlis.com>; Sanjeev Mitra <smitra@airdberlis.com>
Subject: Re: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Hello Jeremy/Sanjeev

Good Evening. I am away from my office since January 6th, 2025 till January 22nd, 2025. Can you kindly provide my client time until at least January 24, 2025 to review the forbearance agreement and to provide back to you?

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Kindly consult with your clients and advise at your earliest possible so that the appropriate arrangements can be done to avoid any further complications in the matter.

Thank you and Regards.

Balraj Gulati

MALLB Barrister & Solicitor Gulati Law Professional Corporation **33 Queen Street South** Mississauga, ON. L5M 1K2 Ph. # 905 450 4700 Fax.# 905 565 0047

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Π PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

From: Jeremy Nemers <inemers@airdberlis.com> Sent: Monday, January 6, 2025 2:44 PM To: Balraj Gulati <balraj@gulatilaw.ca> Cc: Calvin Horsten < <u>chorsten@airdberlis.com</u>>; Sanjeev Mitra < <u>smitra@airdberlis.com</u>> Subject: RE: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Thank you for your email, Balraj. I hope you and your family enjoyed the holiday period.

Based on the content of your faxed letter (reattached for convenience), and the below email exchange, RBC is prepared to enter into the attached forbearance agreement with the credit parties. Provided there is no breach thereof, it would provide for a forbearance to your requested date of January 31, 2025.

If the credit parties wish to accept RBC's forbearance offer, please ensure the attached agreement is fullyexecuted and returned to us, together with satisfaction of the conditions precedent therein, by no later than 2 p.m. this Friday, January 10, 2025.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

jnemers@airdberlis.com E

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This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Balraj Gulati <<u>balraj@gulatilaw.ca</u>>
Sent: December 23, 2024 5:29 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: Calvin Horsten <<u>chorsten@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>
Subject: Re: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Hello Jeremy

Thanks for the response. My clients are trying to repay the mortgage along with other facilities before January 31, 2024 as they are undergoing the loan process with some other lender. Hopefully it will be done within the January month and the RBC loan will be repaid from the new mortgaeg/loan.

Thank you and Regards.

Balraj Gulati M.A. LL.B. Barrister & Solicitor Gulati Law Professional Corporation 33 Queen Street South Mississauga, ON. L5M 1K2 Ph. # 905 450 4700

Fax.# 905 565 0047

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Π PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>
Sent: Monday, December 23, 2024 4:34 PM
To: Balraj Gulati <<u>balraj@gulatilaw.ca</u>
Cc: Calvin Horsten <<u>chorsten@airdberlis.com</u>
; Sanjeev Mitra <<u>smitra@airdberlis.com</u>
Subject: Re: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Thanks for your message Mr. Gulati.

We are aware of the amending agreement dated November 15, 2024 in respect of the term loan referenced therein. Demand was subsequently made on December 10, 2024 in respect of both the term loan and a broader group of credit facilities, which demand included the applicable section 244 notices under the *Bankruptcy and Insolvency Act* (Canada). Those notices have since seasoned.

Are you able to advise when your clients will be in a position to indefeasibly repay the bank?

Thank you,

Jeremy Nemers (he/him)

- T 416.865.7724
- E jnemers@airdberlis.com

Aird & Berlis LLP

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This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Balraj Gulati <<u>balraj@gulatilaw.ca</u>>
Sent: Friday, December 20, 2024 11:57 AM
To: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>
Cc: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Subject: Re: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Great, thank you

Balraj Gulati

Get Outlook for Android

From: Sanjeev Mitra <<u>smitra@airdberlis.com</u>> Sent: Thursday, December 19, 2024 7:11:51 PM To: Balraj Gulati <<u>balraj@gulatilaw.ca</u>> Cc: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>> Subject: Dec COSC Marfield Ed. Salaen Varene Transportation Inc. et al.

Subject: Re: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Receipt acknowledged Mr. Gulati. Thank you for same.

I have copied in my colleagues Jeremy Nemers and Calvin Horsten who will work with you to get this finalized

Thanks

Sanj

Sanjeev Mitra, B.Sc., LL.B. Partner

T 416.865.3085

E smitra@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

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From: Balraj Gulati <<u>balraj@gulatilaw.ca</u>>
Sent: Thursday, December 19, 2024 6:05:14 PM
To: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>
Subject: 6086 Mayfield Rd, Falcon Xpress Transportation Inc. et el.

Dear Mr. Mitra

Please see attached. Kindly confirm the receipt of this email.

Thank you and Regards.

Balraj Gulati

M.A. LL.B. Barrister & Solicitor Gulati Law Professional Corporation 33 Queen Street South Mississauga, ON. L5M 1K2 Ph. # 905 450 4700 Fax.# 905 565 0047

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NO LEGAL ADVICE: All information, materials, and attachments contained in this transmission are for information purposes only and are not to be considered a solicitation or legal advice of any kind. You may attend our office or see any lawyer for case specific advice. Any action taken in reliance upon this information is without the express permission and consent of the sender. Any action done so; completely without risk or harm to the sender. *Thank you.*

Π PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

This is Exhibit "M" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

Subject: FW: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

From: Ray Thapar <ray@thaparlaw.ca>
Sent: February 3, 2025 2:58 PM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: balraj@gulatilaw.ca; Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Please find below confirmation that sufficient funds are in the account. The Bank may take the \$190,000 payment.

With respect to the EDC, my client has received word from the Broker that the replacement policy should be active within a week. I will keep you updated.

Thanks

Ray

Current balance			Available balance 🧃
\$668,96	62.29		\$673,962.29
Additional a	ccount details		

From: Ray Thapar

Sent: Monday, February 3, 2025 11:27 AM

To: Jeremy Nemers < jnemers@airdberlis.com >

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy

I am informed by my client that there will be sufficient money in the account today as they are making a deposit. I will send you confirmation as soon as I receive it in the next little bit. The client got busy on Friday and was unable to make the deposit on Friday.

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>
Sent: Monday, February 3, 2025 10:28 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.
Importance: High

Counsel,

In addition to the below issue regarding EDC, we have also been advised this morning that the \$190,000 payment that was due to RBC under the forbearance agreement on February 1 was not made, and, for greater certainty, that there is only \$9,000 in the Mayfield account.

This is to advise that your clients have until the close of business **today** to deposit sufficient funds into the Mayfield account so that the \$190,000 payment may be taken by RBC, failing which this constitutes an Intervening Event and we will be proceeding with a court application to enforce the consents.

Please impress upon your clients that there will be no further indulgences.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: January 31, 2025 9:22 AM

To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

HI Jeremy,

I wanted to provide you with an update after my clients meeting with EDC.

There was an issue whereby payments were not being applied to my client's domestic policy, although the other policies remained in force. The domestic policy got cancelled because payment was not applied to it. My client has had to re-apply to get the policy back up. The EDC rep is working on this and will get the policy back up and running soon.

I will update you regularly as to the update in this regard.

Thanks

From: Ray Thapar
Sent: Wednesday, January 29, 2025 2:53 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy,

Thankyou for informing me about this. I

My client has a meeting with EDC tomorrow to correct the issue

This issue is being addressed with the utmost urgency. I will keep you updated with regular updates.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Wednesday, January 29, 2025 1:19 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Ray,

RBC has been advised that EDC has cancelled its domestic accounts receivable policy with Falcon Xpress Transportation Group Inc. (policy number SD107091). RBC understands that this policy was not scheduled to expire in the ordinary course for several months now, that Falcon was previously advised about payment arrears in respect of this policy and that Falcon advised it would be making the necessary payments to keep this policy in place.

Even putting aside the requirements in the forbearance period for the Corporate Credit Parties to maintain insurance and other material contracts, the absence of the aforementioned policy impacts the margining formula for the line of credit with RBC, as EDC-insured accounts receivable are margined at 90%, whereas non-EDC-insured accounts receivable are margined at only 75%. Therefore, absent the policy being reinstated, Falcon risks being in excess of its borrowing limit, which would be a breach of the forbearance agreement in and of itself.

We trust you will communicate the urgency of this situation to your clients, and that they will take the necessary steps to reinstate the aforementioned policy coverage with EDC.

RBC reserves all its rights and remedies should this not occur.

Thanks,

Jeremy	Nemers	(he/him)
Partner		

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Jeremy Nemers

Sent: January 28, 2025 4:11 PM

To: Ray Thapar <<u>ray@thaparlaw.ca</u>>

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>; **Subject:** RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks Ray. Our client will proceed to take the first payment of \$95,000 and the forbearance fee of \$10,000 from the Mayfield account. Please see the fully-executed agreement by RBC for your records, attached.

Calvin, can you please save the attached to our internal file?

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <ray@thaparlaw.ca>

Sent: January 28, 2025 3:37 PM

To: Jeremy Nemers < jnemers@airdberlis.com>

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>; **Subject:** RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Please find attached the executed Forbearance Agreement. My client advises that the first payment of \$95,000 and \$10,000 forbearance fee is in the account to be taken.

Thanks

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>

Sent: Tuesday, January 28, 2025 11:35 AM

To: Ray Thapar <<u>ray@thaparlaw.ca</u>>

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> **Subject:** Re: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al. I'm sorry Ray. Your clients need to make the necessary arrangements to get the funds over to us in the amounts and on the dates that were communicated to you on January 14 and that your clients accepted on January 21, failing which there will be no forbearance.

Thanks,

Jeremy

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: Tuesday, January 28, 2025 11:28 AM To: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Cc: <u>balraj@gulatilaw.ca</u> <<u>balraj@gulatilaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

I was on court this morning and only broke free now.

Jeremy, I appreciate the instructions that the bank was not prepared to make any more changes. The change requested is minor and will not substantively alter the bank's position. In fact, with the signed forbearance agreement, the Bank will have full powers to act on the default if payment is not made as proposed.

Quite frankly, I felt embarrassed to come back to you with that revision given that it was not previously raised, but I felt it appropriate to raise it to you because both your client and my client want to enter into an agreement that will endure and not simply end up in default in 3 days from now. That is not my clients intention.

My client sincerely apologizes for raising this at this juncture but it was expecting certain funds and those funds are delayed. While I can commend them for raising it to my attention right away, I realize that this cannot continue to happen. Hence, if the Bank will consider this final change, there will be no more changes and I will proceed to get it signed up for delivery to the bank today. Would you please try one more time.

I appreciate your understanding.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Monday, January 27, 2025 6:03 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: Re: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Sorry Ray, my instructions are no more changes - and with good reason. We have been very patient. This has on long enough.

Thanks,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: Monday, January 27, 2025 6:00 PM To: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Cc: <u>balraj@gulatilaw.ca</u> <<u>balraj@gulatilaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Jeremy

Thank-you very much for all your efforts.

I am confirming that my clients have advised that they are ready to attend tomorrow to execute the forbearance agreement. Having said that they have asked if the \$190,000 payment for February 1, 2025 can be broken up as \$95,000 on Feb 1 and \$95,000 on Feb 15. This is relatively minor change that does not substantively alter their obligations and deadlines to payout RBC in full. They are regularly monitoring their cash flows and want to ensure that there is no default. While I can appreciate this request is late in the day, but the fact that they are looking forward and carefully planning their cashflows indicates that they have every intention to comply with their obligations.

In the end, the bank will have a signed forbearance agreement in place if the Feb 15 payment is not made they will have the consents to enforce. Kindly confirm that this is acceptable.

I appreciate your understanding. I know that the parties want an agreement that will endure to completion and I believe that with this small revision that we will have that.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Sent: Monday, January 27, 2025 3:31 PM To: Ray Thapar <<u>ray@thaparlaw.ca</u>> Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Ray,

My instructions are to provide you with the attached updated forbearance agreement, which:

- a. gives Mayfield until February 11, 2025 to pay any and all outstanding property taxes (with evidence satisfactory to RBC);
- b. gives the Corporate Credit Parties until March 13, 2025 to pay all other Priority Payables (with evidence satisfactory to RBC); and
- c. gives the Credit Parties until 4 p.m. tomorrow to sign-back the forbearance agreement and to fulfill the other conditions precedent.

This is an absolute final offer and will not be negotiated any further.

A clean and blackline are attached.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 27, 2025 12:48 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy

As requested by you, my client has followed up with its accountant. My client is advised that after the filing of the outstanding returns the following amounts are estimated to be due and payable:

6086 Mayfield - \$18,359.36 Falcon Investment - \$75,469.44 2593548 Ontario Inc - \$151,258.46

If there is anything else you require or believe would be helpful, please let me know.

Jeremy, I understand the Bank's concern with the priority payables as these may take priority over the bank's security. In this regard, I understand that the Bank has security over 6096 Mayfield ,which is estimated to be

worth about \$36 million based on the last appraisal. The Bank has a registered charge against Mayfield in the amount of \$18 million, while about \$12 million is owing on that charge.

I believe that this is the extent of the information. I would appreciate if you would please submit a request to your client so that we can incorporate something into the forbearance agreement that will give the borrower time to deal with this.

Thanks

Ray Thapar

From: Ray Thapar
Sent: Friday, January 24, 2025 5:44 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

I'll follow up and see if there is anything further and will send it you.

Thanks Jeremy

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Friday, January 24, 2025 5:24 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

We have been waiting for additional information from you. You advised in your below email that your client "continues to send me documentation evidencing its compliance with the other priority payables and I will send you the documents as I receive them." We have not received anything further from you.

I intend to speak with RBC on Monday morning, so please ensure any additional information that your clients would like us to consider are provided by then.

Thanks, and have a good weekend,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 24, 2025 5:11 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy,

I am following upon my email to you yesterday. Can you please update me when you have a moment.

Thanks

Ray

From: Ray Thapar
Sent: Thursday, January 23, 2025 5:33 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Further to our email exchange, I have just received screenshots taken from the CRA portal that show the returns that remain to be filed, which the company's accountant is steadfastly working on.

My client continues to send me documentation evidencing its compliance with the other priority payables and I will send you the documents as I receive them. Some are included herein. My client has made the inquiry from its accountant for an estimate of what may be owing on the returns and we will provide that to you as soon as I receive it.

By way of summary, as shown by the screenshots below

6086 Mayfield

HST Returns are outstanding for 5 quarters. Mayfield is a holding company for land, it does not have any income whereby it receives HST. As such, the returns that have to be filed will be nil returns. The accountant is in the process of doing this. So while technically the returns may need to be filed, I am given to understand that there is no HST that will be owing.

Falcon Investment

HST Returns are outstanding for the last 4 quarters.

2593548 Ontario Inc.

There are outstanding returns for 4 quarters. This company holds equipment which it leases and then leases it to its other transportation company. Hence, most of the HST that it pays out is offset by the HST it receives. I am given to understand that much of the HST received is offset against the HST paid and hence there should not be a significant amount payable. The accountant is in the process of filing these returns.

Falcon Xpress Transportation Group Inc.

Everything for this corporation is up to date. My client advises that there is HST Refund that is expected on $F_{ebruary}^{581}$ 10, 2025 in the amount of \$396,000.

The Payroll Account shows \$3106.98 owing but I am advised that this i due and payable on February 23, 2025 and so is in compliance.

All corporation tax returns have been filed and no taxes are owing

Fuel Charge Returns are all filed and no taxes are owing.

Attached as pdf file Prior-Ranking Claims is a confirmation by my client for December 2024, that will be submitted as part of the regular margin reporting.

Attached as pdf file Sch F with AR AP Report – November 2024, that refers to Priority payables.

	_				O 5085 MAYFIEL SOX574992
Returns Rebates Elections					Enquiries service This service allows you to make online requisits such as requesting a payment search or refund. You can also request statements or forms such as remittance vouchers for your a
Expected returns @					Request relief of penalties and interest
Reporting period	Return type		Itatus	Due date	If you were unable to meet your tax obligations due to circumstances beyond your cont
2023-07-01 to 2023-09-30	G5134	1	leturn overdue	2023-10-31	may request relief of penalties and interest.
2023-10-01 to 2023-12-31	G5734		Return overdue	2024-01-31	
2024-01-01 to 2024-03-31	GST34		Return overdue	2024-04-30	File a formal dispute (Notice of objection) This service will permit you to electronically file a notice of objection to an assessment,
2024-04-01 to 2024-05-30	G5T34		Return overdue	2024-07-31	reassessment, determination or redetermination directly to the intake centre of the CRU Appeals Division for review and validation.
2024-07-01 to 2024-09-30	GST34		leturn overdue	2024-10-31	Appears onvision for neview and windation.
			items per page: 5	+ 1105017 > 21	Submit PDF form with electronic signature
Filed returns @					Submit a completed PDF form of a GST/HST return, a GST/HST rebate application or a G election that includes an electronic signature.
Select the return you want to vie	ew by clicking on the link in the R	Reporting period co	lumn below.		Close GST/HST account
Reporting period	Return type	Status	Received date	Actions	Close your GST/HST account.
2023-04-01 to 2023-06-30	GST34	Assessed	2023-08-11		-
2023-01-01 to 2023-03-31	GST34	Assessed	2023-08-11		
2022-10-01 to 2022-12-51	GST34	Assessed	2023-02-06		

xpected returns					
Reporting period	Return type	5	tatus	Due date	
2024-08-01 to 2024-08-31	GST34	R	etum overdue	2024-09-30	
2024-09-01 to 2024-09-30	GST34	R	eturn overdue	2024-10-31	
2024-10-01 to 2024-10-31	GST34	R	eturn overdue	2024-11-30	
2024-11-01 to 2024-11-30	GST34	R	etum overdue	2024-12-31	
2024-12-01 to 2024-12-31	GST34	E	xpected return	2025-01-31	
			firms per (sage 5 👻	7103of8	
iled returns @	ew by clicking on the link in the R	eporting period co	lumn below.		
Reporting period	Return type	Status	Received date	Actions	

2024-04-01 to 2024-04-30 GST34 Assessed 2024-09-09

C 2593548 ONTA

This service allows you to make online requests such as requesting a payment search or a refund. You can also request statements or forms such as remittance vouchers for your acc

Request relief of penalties and interest

If you were unable to meet your tax obligations due to circumstances beyond your control, may request relief of penalties and interest.

File a formal dispute (Notice of objection)

This service will permit you to electronically file a notice of objection to an assessment, reassessment, determination or redetermination directly to the intake centre of the CRA's Appeals Division for review and validation.

Submit PDF form with electronic signature

Submit a completed PDF form of a GST/HST return, a GST/HST rebate application or a GST/H election that includes an electronic signature.

Close GST/HST account

Close your GST/HST account.

G FALCON INVESTMENT GROUP

6

Pri

Returns Rebates Elections

Expected returns

Reporting period	Return type	Status	Due date
2023-10-01 to 2023-12-31	G5T34	Réturn overdue	2024-01-31
2024-01-01 to 2024-03-31	G\$T34	Return overdue	2024-04-30
2024-04-01 to 2024-06-30	GST34	Return overdue	2024-07-31
2024-07-01 to 2024-09-30	G5T34	Raturn overdue	2024-10-31
2024-10-01 to 2024-12-31	GST34	Expected return	2025-01-31
		berns per page s -	1105 of 6 2 31

Filed returns @

Gouvernement du Canada

Pavroll

Select the return you want to view by clicking on the link in the Reporting period column below.

Reporting period	Return type	Status	Received date	Actions
2023-07-01 to 2023-09-30	GST34	Assessed	2023-10-27	
2023-04-01 to 2023-06-30	GST34	Assessed	2023-07-31	
2023-01-01 to 2023-03-31	GST34	Assessed	2023-04-28	
2022-10-01 to 2022-12-31	GST34	Assessed	2023-01-31	

refund. You can also request statements or forms such as remittance vouchers for your acco

Request relief of penalties and interest

If you were unable to meet your tax obligations due to circumstances beyond your control, y may request relief of penalties and interest.

This service allows you to make online requests such as requesting a payment search or a

File a formal dispute (Notice of objection)

This service will permit you to electronically file a notice of objection to an assess reassessment, determination or redetermination directly to the intake centre of the CRA's Appeals Division for review and validation.

Submit PDF form with electronic signature

Submit a completed PDF form of a GST/HST return, a GST/HST rebate application or a GST/H election that includes an electronic signature.

Close GST/HST account

Close your GST/HST account.

G FALCON XPRESS TRANSPORTATION GR **RP0001** Overview As of January 23, 2025 Respond to notices Balances and payments 0 Select a form to complete. When you have completed the form, you can select another for Outstanding returns: No complete. Amount owing: \$3,106.98 View and pay account balance Request a refund Request a payment search Request a CPP/EI ruling Request for a ruling as to the status of a worker or workers under the Canada Pension Pla Payment on filing for T4 return Pay source deduction remittances Transfer a misallocated payment (CPP) and/or Employment Insurance (EI) Act. Reports Returns Remittances PIER Rejected T4FHSA individual records COVID-19 subsidies Request CPP/EI refund Use this form to request a refund of over deducted CPP contributions or EI premiums. Information return slips No information return slips to download. Request relief of penalties and interest Invalid SIN/SIN-surname mismatch report @ If you were unable to meet your tax obligations due to circumstances beyond your contro may request relief of penalties and interest. No mismatch report on file with the CRA. Maximum participation period report Plice General alloweds (Assessed)

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			FALCON XPRESS TRANSPORTATION GROUP 755433513
Corporation income tax RC0001 Overview			
s of January 23, 2025			P
Balances and payments Outstanding returns: No			Progress tracker
Amount owing: \$0.00 View and pay account balance Direct of	deposit transactions Calculate and	<u>i pay instalment payments</u>	Our records show that you have no files being tracked at this time
Returns Special elections & returns SR&ED	CCR-B		Enquiries service This service allows you to make online requests such as requesting a payment search or a refund. You can also request statements or forms such as remittance vouchers for your a
Tax year end 2023-10-31	Status Assessed	Status date 2024-05-27	Self-Assessment and Learning Tool (SALT) *NEW save and retrieve feature! Use SALT to understand if your work may be eligible for SR&ED and estimate your potenti
2022-10-31	Reassessed	2024-05-27	incentives.
nement			Contact an SD&FD sneclalist
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			FALCON XPRESS TRANSPORTATION GROUP
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CT0001 Overview			FALCON XPRESS TRANSPORTATION GROUP 225435313 Print Print
CT0001 Overview			
	deposit transactions Request a reb	ate Account activities	Pri File areturn
s of January 23, 2025 Balances and payments Outstanding returns: No Amount owing: \$0.00	deposit transactions Request a reb	vate Account activities	Pri Elle a return This service allows you to electronically file a return. Enculries service This service allows you to make online requests such as requesting a payment search or a refund. You can also request statements or forms such as remittance vouchers for your ar
s of January 23, 2025 Balances and payments Outstanding returns: No Armount owing: \$0.00 View and pay account balance	deposit transactions Request a reb	bate Account activities	Pri Elle a return This service allows you to electronically file a return. Enguiries service This service allows you to make online requests such as requesting a payment search or a
CTOOO1 Overview s of Jonuary 23, 2025 Balances and payments Outstanding returns: No Armount owing: \$0.00 View and pay account balance Direct of Endorsements Fuel Endorsements	cleposit transactions Request a reb		Pri Elle a return This service allows you to electronically file a return. Enculries service This service allows you to make online requests such as requesting a payment search or a refund. You can also request statements or forms such as remittance vouchers for your an Resuest relief of penalties and interest If you were unable to meet your tax obligations due to circumstances beyond your contro may request relief of penalties and interest.

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Thursday, January 23, 2025 3:17 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks. To be clear, I said I would then request a further accommodation. I do not know whether one will be provided.

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 23, 2025 3:00 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Thank-you for responding so quickly in the midst of a full day of commitments that you have.

My client can most certainly go to the CRA My Account portal and obtain evidence of what has been filed and what if anything is owing. I will tell them to obtain that immediately and send that to you today for visibility.

With respect to what may be owing in respect of the unfiled HST returns, I was not deliberately silent on that issue. I just don't know what is actually owing as I am not privy to, have any involvement in their bookkeeping and there are no returns completed that would show me what is owing. While I could have speculated, this would have be irresponsible and the biggest concern is that if I were incorrect it would impact my credibility with you and your client. As you have raised this concern for information, I can try to obtain some indication from the client or their accountant.

I will instruct my client to gather the documentation on the compliances and non-compliances and will send that to you today so you can work out an accommodation that will see that this is addressed in a reasonable timeframe.

Thanks for your consideration and understanding.

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Thursday, January 23, 2025 2:46 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Ray,

I agree that this is not helpful or productive.

I don't know why your clients went to their accountant only yesterday or today, when the forbearance agreement went over on January 6. I also don't know why your clients are unable to go to their CRA My Account portal and produce clear supporting evidence of what returns have been filed, what specific amounts CRA is listing as owing, etc. And even without support, your email is noticeably silent about the magnitude owing by Falcon Investment and 259.

It is unfortunate that your clients have raised this issue with us at the last minute, provided no supporting evidence and appear to be pointing fingers at others.

As previously communicated, I am running between meetings for the rest of today. You will need to gather the supporting evidence from your clients and send it over if you want me to request a further accommodation from RBC. It seems to me that gathering such supporting evidence should take a few hours at most.

Unfortunately, I will not be in a position to respond to you for the rest of the day because of my other commitments.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 23, 2025 2:20 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Thanks for your prompt response.

My clients expected that the HST returns would have been filed and were told by the accountant today when they went to ask for proof to satisfy the condition precedent that he was not yet completed the filings.

This is a sufficiently important issue for RBC and the borrower that this should be addressed and some arrangement worked out for the Borrower to bring itself in compliance on this issue as part of the forbearance. My client accepting the forbearance agreement with full knowledge that it cannot comply with one of the conditions precedent and after full disclosure to the same to the RBC is not helpful or productive.

My client's accountant is already in the process of trying to complete these. Let's work out something with the RBC that will give them some comfort that this is going to be addressed in the timeframe proposed.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Sent: Thursday, January 23, 2025 1:51 PM

To: Ray Thapar <<u>ray@thaparlaw.ca</u>>

Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> **Subject:** RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Ray,

Thanks for your email. While I appreciate that you are trying to be transparent, it is unclear why this issue⁵⁸⁶ raised for the first time some 33 minutes before the sign-back deadline for the forbearance agreement.

Given the last-minute identification of this issue, I have no instructions to proceed as you have suggested below, and I myself am running between meetings for the rest of the day.

It is up to your clients to address RBC's forbearance offer and decide whether they will accept it or not, and, if they are accepting RBC's forbearance offer, what evidence they are providing to support the priority payable condition precedent.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724 E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 23, 2025 1:27 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

I am assisting the clients in pulling together the information on the priority payable. My client's are providing me documentation that its priority payables are paid to current, save and except for the following which are in the process of being done.

6086 Mayfield

HST Returns are outstanding for the last 3 to 4 quarter. However, because Mayfield is a holding company for land, it does not have any income whereby it receives HST. As such, the returns that have to be filed will be nil returns. The accountant is in the process of doing this.

Falcon Investment

HST Returns are outstanding for the last 3 to 4 quarters.

2593548 Ontario Inc.

There are outstanding returns for the last 3 to 4 quarters. This company holds equipment which it leases and then leases it to its other transportation company. Hence, most of the HST that it pays out is offset by the HST it receives. The accountant is in the process of filing these returns.

Falcon Xpress Transportation Group Inc.

Everything for this corporation is up to date. My client advises that there is HST Refund that is expected on February 10, 2025 in the amount of \$396,000. There is \$3,000 that is due and payable on February 23, 2025 for EHT. So this is not due and payable yet.

Jeremy, my clients are committed to full transparency and cooperation with the Bank. My clients expected that his would have been completed by the accountant by now. My clients went to ask for this information yesterday and were advised by the accountant that he is still in the process of doing these.

I would suggest that to move this matter along that the Bank provide 45 days for all the above filings and associated payments to be made. Please let me know how we can work to resolve this.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Thursday, January 23, 2025 11:15 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: Re: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks Ray. Please have your clients ensure that sufficient funds are available in the Mayfield bank account, and RBC will then debit this account for these amounts. The same procedure can then also apply for the three future interim payments contemplated by the forbearance agreement.

Thanks,

Jeremy

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: Thursday, January 23, 2025 11:09:14 AM To: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Cc: <u>balraj@gulatilaw.ca</u> <<u>balraj@gulatilaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: DE: DBC Leages to COSC Maufield Inc. Falsen Yarass Transportation Crown Inc. et al.

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Hi Jeremy

Thanks

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Tuesday, January 21, 2025 4:44 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks for your email Ray.

We have updated the draft forbearance agreement to: (i) add the payments set out in my email of January 14; (ii) extend the ordinary course termination of the proposed forbearance period from the end of January to the end of April; (iii) extend the sign-back date to this Thursday at 2 p.m.; (iv) date the agreement today; and (v) add your contact information. I can also confirm that the margin reporting requirement per section 3.1(e) has been satisfied.

The other changes in your proposed mark-up and email below are not acceptable.

Please find the attached final clean copy for execution (together with a blackline to what I circulated on January 6, 2025). Should your clients wish to accept RBC's forbearance offer, please ensure we receive the fully-executed agreement and consents back by 2 p.m. this Thursday, together with the other outstanding conditions precedent.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 21, 2025 8:21 AM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: Re: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy

My apologies Jeremy. I should have been precise. My client is prepared to make the payments set out in your email of January 14.

I trust that this is satisfactory.

Thanks

Ray Thapar

Sent from my iPhone

On Jan 20, 2025, at 7:35 PM, Jeremy Nemers <<u>jnemers@airdberlis.com</u>> wrote:

Thanks for your email Ray.

To be clear, you did not respond to the full email chain, a copy of which is attached. You also did not answer the specific question from my email of January 14 – are your clients prepared to pay the three additional amounts of \$190,000 on February 1, 2025, \$95,000 on March 1, 2025 and \$95,000 on April 1, 2025 in exchange for extending the proposed forbearance period from January 31, 2025 to April 30, 2025? Your mark-up to the forbearance did not include these amounts. While we will forward your most recent email and attachment to our client for consideration, we need an answer from you regarding these payments tomorrow. For clarity, as matters currently stand, and unless you receive written confirmation from us to the contrary, we do not have an agreement at this juncture.

Finally, please find the attached redacted invoice for legal services for the period ended December 30, 2024, which is for your clients' account (and will be debited therefrom by RBC).

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724 E jnemers@airdberlis.com

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From: Ray Thapar < ray@thaparlaw.ca</pre>

Sent: January 20, 2025 3:03 PM

To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; <u>balraj@gulatilaw.ca</u>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>;
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy and Sanjeev,

Thank-you for providing me time to meet and review this matter with my client. Below is an update of my client's effort to obtain financing to pay RBC out in full. Please find attached my suggested revisions to the Forbearance Agreement. I have summarized some of the revisions below and some additional points for discussion.

Refinancing Update

My client has received a commitment letter on Friday that it is going to proceeding with.

Proposed Revisions

590

- 2. Section 2.5 It refers to Existing Defaults but does not set out all the defaults existing and known to RBC
- Section 6.4 provides that all bank accounts and services to Flowercity Rentals Ltd., 1000303629 Ontario Inc., 1000192237 Ontario Inc., and 15114764 Canada Inc. will be closed. These entities are not related to the group nor do they own any indebtedness to RBC. Why do these need to be cancelled or closed?
- 4. Section 7.1 I understand that there may be some covenants that RBC states are not in compliance that may have given rise to need for my client to repay all credit facilities. These existing defaults, if any, need to be tolerated during the forbearance agreement.

Discussion Points

 While my client understands that all credit facilities will be paid out in full to RBC, my client would like to continue to operate its current, savings and chequing accounts at RBC, fully realizing that there will be no credit facilities attached to such account. Can you please confirm that RBC will accommodate this request. My client would like to maintain its relationship with RBC, which it has enjoyed for many years.

Once you have had a chance to review, and subject to our discussions and/or what we come to an agreement in respect of the above points, my client is prepared to execute the Forbearance Agreement and make the payments indicted therein on or before the dates shown. I look forward to working with both you to bring this matter to a successful conclusion

I am available for a call to discuss the above if it will help to conclude this faster.

Thanks

Ray Thapar

From: Ray Thapar
Sent: Wednesday, January 15, 2025 2:06 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; <u>balraj@gulatilaw.ca</u>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Jeremy and Sanjeev

I am reviewing the Forbearance Agreement with my clients today. I have also commenced inquiries about the status of their refinancing efforts and hope to have some visibility today. Just by way of update and in the interest of transparency, my client is working with two lenders at the time. As I understand it, one of the lenders has mostly completed its due diligence and is preparing to take the loan to its board for approval. It is expected that there should be a term sheet and/or commitment letter by this Friday and/or Monday. I am keenly awaiting that document so that I can accurately assess the time it will take to complete the refinancing for the purposes of the Forbearance Agreement.

Are you available to have a call with me tomorrow to discuss this matter and answer some questions that I may have? My focus is obviously to guide my clients into an agreement that will be successfully completed and that will see RBC paid in full on or before the date that is agreed to, without the need for further extensions.

I appreciate your cooperation. Please let me know.

Thanks

Ray Thapar

From: Ray Thapar
Sent: Wednesday, January 15, 2025 11:17 AM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; <u>balraj@gulatilaw.ca</u>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Jeremy and Sanjeev

Thanks for asking. I hope your new year is off to a good start as well.

I am reviewing the below with my client this afternoon. I will be in touch with you.

Thanks

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Tuesday, January 14, 2025 1:25 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>; <u>balraj@gulatilaw.ca</u>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks for your email Ray, and we hope you are off to a good new year too.

I have kept Balraj on this email, as it is unclear whether your retainer has been confirmed. A proposed forbearance agreement with a proposed forbearance to January 31, 2025 was previously circulated to Balraj on January 6, a copy of which communication is attached (inclusive of the proposed forbearance agreement and our earlier exchange with Balraj, in which he put forward the January 31, 2025 date). This proposed forbearance agreement had a sign-back date of January 10, 2025. It was not signed back. On January 10, 2025, Balraj requested the proposed forbearance period run until April 30, 2025 instead of January 31, 2025. A copy of that email exchange is also attached.

If the credit parties are requesting the proposed forbearance to run until April 30, 2025, the following payments will be required to be made during the forbearance period to bring down the indebtedness (plus the \$95,000 payment to bring down the indebtedness that is already drafted into the proposed forbearance agreement as a condition precedent, and plus the \$10,000 forbearance fee that is also already drafted into the proposed forbearance agreement as a condition precedent):

- 1. \$190,000 on February 1, 2025;
- 2. \$95,000 on March 1, 2025; and

3. \$95,000 on April 1, 2025.

All other terms of the proposed forbearance agreement are to remain as presently drafted, with the sign-back date becoming the close of business this Friday, January 17, 2025. Would one of you therefore please let us know by no later than noon this Thursday, January 16, 2025 whether we should be revising the proposed forbearance agreement to reflect the above changes?

Demands and the applicable section 244 notices under the *Bankruptcy and Insolvency Act* (Canada) have seasoned, and are not being withdrawn.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: January 10, 2025 3:56 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>
Subject: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.
Importance: High

Good Afternoon Sanjeev and Jeremy,

Happy New Year! I hope you two are in good health.

I am in the process of being retained in the above-matter and expect to be retained by Monday. Thereafter, I will need a very short time to familiarize myself with the matter and the issues that need to be resolved.

May I suggest that we arrange a time to speak on Tuesday so that we can speak about this matter. Based on what I have learned so far and the status of the refinancing efforts, I firmly believe that we will be able to come to arrangements having regard to the status of the financing efforts to date, whereby my clients will be able to payout RBC in full, which will include a forbearance agreement in a form that is satisfactory to both parties. I am available most of the day on Tuesday at a time that is convenient to you.

I look forward to working with you to resolve this matter in a pragmatic manner that sees RBC paid in full. I have copied my client's previous counsel who I understand I away until January 22, 2025 and unable for that reason to deal with this matter.

Thanks

Ray Thapar

Ray Thapar, B.A., LL.B., Q.Arb.

Lawyer - Mediator - Arbitrator Senior Litigation Counsel Thapar Law*, Barristers & Solicitors *Practicing under Thapar Law Professional Corporation

M: 416-721-2864 | E: ray@thaparlaw.ca

A: 21 Winter RoadKing City, Ontario L7B1E3W: <u>thaparlaw.ca</u>

To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; <u>balraj@gulatilaw.ca</u>
 Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
 Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Good Morning Jeremy and Sanjeev,

Thank-you for providing me time to meet and review this matter with my client. Below is an update of my client's effort to obtain financing to pay RBC out in full. Please find attached my suggested revisions to the Forbearance Agreement. I have summarized some of the revisions below and some additional points for discussion.

Refinancing Update

My client has received a commitment letter on Friday that it is going to proceeding with.

Proposed Revisions

- 1. Section 4.1 I have proposed that the RBC provide a 5-day cure period to cure any default's under the Forbearance Agreement prior to any enforcement steps being taken.
- 2. Section 2.5 It refers to Existing Defaults but does not set out all the defaults existing and known to RBC
- Section 6.4 provides that all bank accounts and services to Flowercity Rentals Ltd., 1000303629 Ontario Inc., 1000192237 Ontario Inc., and 15114764 Canada Inc. will be closed. These entities are not related to the group nor do they own any indebtedness to RBC. Why do these need to be cancelled or closed?
- 4. Section 7.1 I understand that there may be some covenants that RBC states are not in compliance that may have given rise to need for my client to repay all credit facilities. These existing defaults, if any, need to be tolerated during the forbearance agreement.

Discussion Points

 While my client understands that all credit facilities will be paid out in full to RBC, my client would like to continue to operate its current, savings and chequing accounts at RBC, fully realizing that there will be no credit facilities attached to such account. Can you please confirm that RBC will accommodate this request. My client would like to maintain its relationship with RBC, which it has enjoyed for many years.

Once you have had a chance to review, and subject to our discussions and/or what we come to an agreement in respect of the above points, my client is prepared to execute the Forbearance Agreement and make the payments indicted therein on or before the dates shown. I look forward to working with both you to bring this matter to a successful conclusion

I am available for a call to discuss the above if it will help to conclude this faster.

Thanks

Ray Thapar

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Sent: Wednesday, January 15, 2025 2:06 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; <u>balraj@gulatilaw.ca</u>

Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> **Subject:** RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Jeremy and Sanjeev

I am reviewing the Forbearance Agreement with my clients today. I have also commenced inquiries about the status of their refinancing efforts and hope to have some visibility today. Just by way of update and in the interest of transparency, my client is working with two lenders at the time. As I understand it, one of the lenders has mostly completed its due diligence and is preparing to take the loan to its board for approval. It is expected that there should be a term sheet and/or commitment letter by this Friday and/or Monday. I am keenly awaiting that document so that I can accurately assess the time it will take to complete the refinancing for the purposes of the Forbearance Agreement.

Are you available to have a call with me tomorrow to discuss this matter and answer some questions that I may have? My focus is obviously to guide my clients into an agreement that will be successfully completed and that will see RBC paid in full on or before the date that is agreed to, without the need for further extensions.

I appreciate your cooperation. Please let me know.

Thanks

Ray Thapar

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Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Jeremy and Sanjeev

Thanks for asking. I hope your new year is off to a good start as well.

I am reviewing the below with my client this afternoon. I will be in touch with you.

Thanks

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>

Sent: Tuesday, January 14, 2025 1:25 PM

To: Ray Thapar <<u>ray@thaparlaw.ca</u>>; <u>balraj@gulatilaw.ca</u>

Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>

Subject: RE: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.

Thanks for your email Ray, and we hope you are off to a good new year too.

⁵⁹⁶ I have kept Balraj on this email, as it is unclear whether your retainer has been confirmed. A proposed forbearance agreement with a proposed forbearance to January 31, 2025 was previously circulated to Balraj on January 6, a copy of which communication is attached (inclusive of the proposed forbearance agreement and our earlier exchange with Balraj, in which he put forward the January 31, 2025 date). This proposed forbearance agreement had a sign-back date of January 10, 2025. It was not signed back. On January 10, 2025, Balraj requested the proposed forbearance period run until April 30, 2025 instead of January 31, 2025. A copy of that email exchange is also attached.

If the credit parties are requesting the proposed forbearance to run until April 30, 2025, the following payments will be required to be made during the forbearance period to bring down the indebtedness (plus the \$95,000 payment to bring down the indebtedness that is already drafted into the proposed forbearance agreement as a condition precedent, and plus the \$10,000 forbearance fee that is also already drafted into the proposed forbearance agreement as a condition precedent):

- 1. \$190,000 on February 1, 2025;
- 2. \$95,000 on March 1, 2025; and
- 3. \$95,000 on April 1, 2025.

All other terms of the proposed forbearance agreement are to remain as presently drafted, with the sign-back date becoming the close of business this Friday, January 17, 2025. Would one of you therefore please let us know by no later than noon this Thursday, January 16, 2025 whether we should be revising the proposed forbearance agreement to reflect the above changes?

Demands and the applicable section 244 notices under the *Bankruptcy and Insolvency Act* (Canada) have seasoned, and are not being withdrawn.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724 E jnemers@airdberlis.com

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Sent: January 10, 2025 3:56 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>
Cc: <u>balraj@gulatilaw.ca</u>
Subject: RBC Loans to 6086 Mayfield Inc.. Falcon Xpress Transportation Group Inc et al.
Importance: High

Good Afternoon Sanjeev and Jeremy,

Happy New Year! I hope you two are in good health.

I am in the process of being retained in the above-matter and expect to be retained by Monday. Thereafter, I will need a very short time to familiarize myself with the matter and the issues that need to be resolved.

May I suggest that we arrange a time to speak on Tuesday so that we can speak about this matter. Based on what I have learned so far and the status of the refinancing efforts, I firmly believe that we will be able to come to arrangements having regard to the status of the financing efforts to date, whereby my clients will be able to payout RBC in full, which will include a forbearance agreement in a form that is satisfactory to both parties. I am available most of the day on Tuesday at a time that is convenient to you.

I look forward to working with you to resolve this matter in a pragmatic manner that sees RBC paid in full. I have copied my client's previous counsel who I understand I away until January 22, 2025 and unable for that reason to deal with this matter.

Thanks

Ray Thapar

Ray Thapar, B.A., LL.B., Q.Arb. Lawyer - Mediator - Arbitrator Senior Litigation Counsel Thapar Law*, Barristers & Solicitors *Practicing under Thapar Law Professional Corporation

M: 416-721-2864 | **E**: <u>ray@thaparlaw.ca</u>

A: 21 Winter Road King City, Ontario L7B1E3W: thaparlaw.ca This is Exhibit "N" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

FORBEARANCE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this 21st day of January, 2025.

A M O N G S T:

ROYAL BANK OF CANADA

(hereinafter referred to as the "Lender")

- and -

FALCON XPRESS TRANSPORTATION GROUP INC.

(hereinafter referred to as "Falcon Xpress")

- and -

6086 MAYFIELD INC.

(hereinafter referred to as "Mayfield")

- and -

FALCON INVESTMENT GROUP INC.

(hereinafter referred to as "Falcon Investment" and, together with Falcon Xpress and Mayfield, the "Borrowers")

- and -

2593548 ONTARIO INC.

(hereinafter referred to as "259" and, together with the Borrowers, the "Corporate Credit Parties")

- and -

JARNAIL SINGH SIDHU

(hereinafter referred to as "Mr. Sidhu" and, together with the Corporate Credit Parties, the "Credit Parties")

RECITALS:

WHEREAS Falcon Xpress is indebted to the Lender with respect to certain credit facilities (the "Falcon Xpress Credit Facilities") made available by the Lender to Falcon Xpress,

including, without limitation, those Falcon Xpress Credit Facilities made pursuant to and under the terms of the agreements set out in **Schedule "A-Falcon Xpress"** hereto (collectively, and as same may have been further amended, replaced, restated or supplemented from time to time, the **"Falcon Xpress Credit Agreements**");

AND WHEREAS Mayfield is indebted to the Lender with respect to certain credit facilities (the "Mayfield Credit Facilities") made available by the Lender to Mayfield, including, without limitation, those Mayfield Credit Facilities made pursuant to and under the terms of the agreements set out in Schedule "A-Mayfield" hereto (collectively, and as same may have been further amended, replaced, restated or supplemented from time to time, the "Mayfield Credit Agreements");

AND WHEREAS Falcon Investment is indebted to the Lender with respect to certain credit facilities (the "Falcon Investment Credit Facilities" and, together with the Falcon Xpress Credit Facilities and the Mayfield Credit Facilities, the "Credit Facilities") made available by the Lender to Falcon Investment, including, without limitation, those Falcon Investment Credit Facilities made pursuant to and under the terms of the agreement set out in Schedule "A-Falcon Investment" hereto (collectively, and as same may have been further amended, replaced, restated or supplemented from time to time, the "Falcon Investment Credit Agreement" and, together with the Falcon Xpress Credit Agreements and the Mayfield Credit Agreements, the "Credit Agreements");

AND WHEREAS the obligations of the Borrowers to the Lender have been guaranteed by the other Corporate Credit Parties, as applicable, pursuant to, amongst other things, the terms of the guarantee agreements more particularly set out in **Schedule "B"** hereto (the "**Guarantees**");

AND WHEREAS, to secure the Corporate Credit Parties' obligations to the Lender, including, without limitation, those arising under the Credit Agreements and the Guarantees, the Credit Parties have provided security in favour of the Lender, including, without limitation, the security set out in **Schedule "C"** hereto (collectively, the "**Security**");

AND WHEREAS certain events of default have occurred pursuant to the Credit Agreements and the Lender has demanded repayment of the Indebtedness (as defined herein);

AND WHEREAS the Credit Parties have requested and the Lender has agreed to forbear from taking certain actions under the Credit Agreements, the Guarantees and the Security in connection with the defaults of the Borrowers existing to the date hereof and has agreed to continue to extend the Credit Facilities to the Borrowers, all solely on the terms and conditions and subject to the limitations as specified in this Agreement, so that the Borrowers have the opportunity to remain in business with a view to repaying the Lender in full at the end of the Forbearance Period (as defined herein);

NOW THEREFORE in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

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1.1 Definitions

In this Agreement, unless the context otherwise requires, all terms defined in the Credit Agreements and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreements. All monetary amounts referred to in this Agreement shall refer to Canadian currency.

1.2 Gender and Number

Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Severability

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.4 Headings

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Entire Agreement

Except for the Financing Agreements (as defined herein) and the additional documents provided for herein, this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, relating to the subject matter hereof. This Agreement may not be amended or modified except by written consent executed by all the parties. No provision of this Agreement will be deemed waived by any course of conduct unless such waiver is in writing and signed by all the parties, specifically stating that it is intended to modify this Agreement.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law or principles of comity.

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1.7 Attornment

Each party hereto irrevocably attorns to the exclusive jurisdiction of the Superior Court of Justice of the Province of Ontario in the City of Toronto for all matters arising out of or in connection with this Agreement.

1.8 Conflicts

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Credit Agreements, the Guarantees or the Security or any other agreement executed in connection therewith (collectively, the "**Financing Agreements**"), the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Financing Agreements or this Agreement other than as may be specifically contemplated herein.

ARTICLE 2 ACKNOWLEDGEMENT AND CONFIRMATION

2.1 Acknowledgement of Obligations

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that, as of December 6, 2024, Falcon Xpress was indebted to the Lender in respect of advances made pursuant to the Falcon Xpress Credit Agreements in the amount of CAD \$5,077,987.60 plus USD \$20,555.06 in principal and interest, exclusive of amounts which are or become owing for the Lender's uncapitalized fees, costs, professional and legal fees, accruing interest at the rates set out in the Financing Agreements and any additional borrowings from the date of this Agreement (collectively, the "Falcon Xpress Indebtedness").
- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that, as of December 6, 2024, Mayfield was indebted to the Lender in respect of advances made pursuant to the Mayfield Credit Agreements in the amount of CAD \$12,051,566.53 in principal and interest, exclusive of amounts which are or become owing for the Lender's uncapitalized fees, costs, professional and legal fees, accruing interest at the rates set out in the Financing Agreements and any additional borrowings from the date of this Agreement (collectively, the "Mayfield Indebtedness").
- (c) Each of the Credit Parties hereby acknowledges, confirms and agrees that, as of December 6, 2024, Falcon Investment was indebted to the Lender in respect of advances made pursuant to the Falcon Investment Credit Agreement in the amount of CAD \$17,505.37 in principal and interest, exclusive of amounts which are or become owing for the Lender's uncapitalized fees, costs, professional and legal fees, accruing interest at the rates set out in the Financing Agreements and any additional borrowings from the date of this Agreement (collectively, the "Falcon Investment Indebtedness" and, together with the Falcon Xpress Indebtedness and the Mayfield Indebtedness, the "Indebtedness").

- (d) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Indebtedness, together with interest accrued and accruing thereon, and fees, costs, expenses and other charges now or hereafter properly payable by the Borrowers to the Lender under the Financing Agreements, is unconditionally owing by the Borrowers to the Lender, without any right of setoff, defence, counterclaim or reduction of any kind, nature or description whatsoever, and the Credit Parties are estopped from disputing such Indebtedness.
- (e) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Corporate Credit Parties will continue to accept statements of the Indebtedness issued by the Lender to be accurate statements of the amount and the particulars of the Indebtedness as of the date of the statement, absent manifest error.

2.2 Acknowledgement of Security Interests and Guarantees

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Security, as applicable, has not been discharged, waived or varied, that it is binding upon the Corporate Credit Parties, as applicable, and that it is enforceable in accordance with its written terms until the obligations of the Corporate Credit Parties to the Lender have been indefeasibly paid and satisfied in full.
- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Guarantees are and shall continue to be in full force and effect and are valid, binding and enforceable upon the Corporate Credit Parties until the obligations of the Corporate Credit Parties to the Lender have been indefeasibly paid and satisfied in full, and that neither the execution of this Agreement nor any change to the Indebtedness occasioned hereby, or any other matter arising herefrom, shall in any way affect the continuing effectiveness or validity of the Guarantees.

2.3 Acknowledgement of Demands and Notice of Intention to Enforce Security

Each of the Credit Parties hereby acknowledges, confirms and agrees that:

- (a) each of the Corporate Credit Parties has, prior to the execution and delivery of this Agreement, received from the Lender a validly issued and delivered demand for the acceleration and payment of the Indebtedness (collectively, the "**Demands**").
- (b) each of the Corporate Credit Parties has, prior to the date of this Agreement, received from the Lender a validly issued and delivered Notice of Intention to Enforce Security (collectively, the "Notices") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "BIA") in respect of the Security;
- (c) the ten day notice period set forth in the Notices has expired or, in the alternative, that by execution of this Agreement, the Corporate Credit Parties have waived the ten day notice period required to enforce any security interest that may be required pursuant to section 244(1) of the BIA in respect of the Security;

- (d) subject only to the terms of this Agreement, there is no further step required by the Lender in order to enforce the Security; and
- (e) nothing in this Agreement shall constitute a waiver or revocation of the Demands or the Notices.

2.4 Acknowledgement of Rights

Each of the Credit Parties hereby acknowledges, confirms and agrees that the Lender is entitled to exercise its rights and remedies under the Financing Agreements, the *Personal Property Security Act* (Ontario) (the "**PPSA**") and other applicable law.

2.5 Acknowledgement of Certain Events of Default

Each of the Credit Parties hereby acknowledges, confirms and agrees that one or more events of default has occurred and is continuing pursuant to the provisions of the Financing Agreements (any and all such defaults as may be existing and known to the Lender as of the date hereof being referred to as the "**Existing Defaults**"), including, without limitation: (i) the failure of the Corporate Credit Parties to perform any obligation they may have under any agreement with the Lender; and (ii) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness.

2.6 Additional Acknowledgements

Each of the Credit Parties hereby acknowledges, confirms and agrees that:

- (a) the facts set out in the recitals to this Agreement are true and accurate and form part of this Agreement;
- (b) except as amended by this Agreement, the Financing Agreements will remain in full force and effect, unamended, except as provided for by this Agreement;
- (c) except as provided for in this Agreement, the Lender (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, that would constitute a waiver of its rights to enforce the Guarantees or the Security and pursue its remedies in respect of the obligations of the Credit Parties to the Lender, or that would stop it from doing so; and
- (d) to the date hereof, the Lender has acted in good faith and in a commercially reasonable manner, and each of the Credit Parties is estopped from disputing same.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Conditions Precedent

Other than as provided by section 3.2 herein, any obligation on the part of the Lender to forbear or to continue to advance credit to the Borrowers shall not be effective unless and until:

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- (a) the Lender shall have received a copy of this Agreement, fully executed by each of the Credit Parties;
- (b) the Lender shall have received an interim payment from the Corporate Credit Parties in the amount of \$95,000.00 (the "First Interim Payment"), which the Lender shall apply against the term loan made pursuant to the Mayfield Credit Agreements (the "Mayfield Term Loan");
- (c) the Lender shall have received the Forbearance Fee (as defined in section 4.4 of this Agreement);
- (d) the Lender shall have received from the Corporate Credit Parties the margin reporting that was due under the Credit Agreements on December 31, 2024;
- (e) the Lender shall have received an executed consent from each of the Corporate Credit Parties, in the form set out in **Schedule "D"** hereto (collectively, the "**Secured Consents**"), to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager, which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and released from escrow and used in the event of the termination or expiration of the Forbearance Period if the Lender has not been indefeasibly repaid in full; and
- (f) the Lender shall have received an executed consent from each of the Corporate Credit Parties, in the form set out in Schedule "E" hereto (collectively, the "Collateral Consents" and, together with the Secured Consents, the "Consents"), to immediate judgment in favour of the Lender, which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and released from escrow and used in the event of the termination or expiration of the Forbearance Period if the Lender has not been indefeasibly repaid in full.

3.2 No Conditions Precedent to the Effectiveness of the Consents

Each of the Consents shall be effective immediately upon their respective execution and delivery to the Lender.

ARTICLE 4 FORBEARANCE CONDITIONS

4.1 Forbearance

In reliance upon the acknowledgements, representations, warranties and covenants of the Credit Parties contained in this Agreement and subject to the terms and conditions of this Agreement, and any documents executed in connection herewith, the Lender agrees, subject to the terms hereof, to forbear from exercising its rights and remedies under the Credit Agreements, the Guarantees, the Security, the PPSA and other applicable law, until the earlier of (collectively, the **"Forbearance Period"**):

(a) April 30, 2025; and

(b) the occurrence of an Intervening Event (as defined in section 7.1 of this Agreement).

4.2 Expiration or Termination of the Forbearance Period

Upon the expiration or termination of the Forbearance Period, the agreement of the Lender to forbear shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such expiration or termination will be to permit the Lender to exercise its rights and remedies under the Financing Agreements, this Agreement, the Consents and any other agreement or documents executed in connection herewith immediately, including, without limitation: (i) the exercise of all remedies available pursuant to the Financing Agreements; (ii) the acceleration of all the obligations of the Corporate Credit Parties to the Lender without any further notice, passage of time or forbearance of any kind; (iii) the appointment of a private or court-appointed receiver under the Security and the Secured Consents; (iv) the issuance and enforcement of judgment against one or more of the Corporate Credit Parties pursuant to the Collateral Consents; and (v) the making of an application to a court of competent jurisdiction, in accordance with section 1.7 of this Agreement, to enforce any private or other remedies available to the Lender, or to seek the appointment by such court of a trustee in bankruptcy of any of the Corporate Credit Parties.

4.3 Tolling

- As of the date hereof and continuing until the expiration or termination of the (a) Forbearance Period, as applicable, and thereafter until the termination of the tolling arrangements in the manner provided for at paragraph 4.3(b) herein (and notwithstanding the Demands and the Notices delivered by the Lender), the Lender and each of the Corporate Credit Parties hereby agree to toll and suspend the running of the applicable statutes of limitations, laches and other doctrines related to the passage of time in relation to the Indebtedness, the Guarantees, the Security and any entitlements arising from the Indebtedness, the Guarantees or the Security and any other related matters, and each of the parties confirms that 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, S.O. 2002, c. 24, Sched. B (the "Limitations Act") as well as the ultimate limitation period provided by section 15 of the Limitations Act in accordance with the provisions of section 22(2) of the Limitations Act and as a business agreement in accordance with the provisions of section 22(5) of the Limitations Act and any contractual time limitations on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations or any time related doctrine including waiver, estoppel or laches.
- (b) The tolling provisions of this Agreement will terminate upon any of its parties providing the others with 15 days' written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 15 days' notice, any time provided for under the statute of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Guarantees, the Security or any claims arising thereunder, will recommence running as of such date, and for

greater certainty the time during which the parties agree to the suspension of the limitation period pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

4.4 Forbearance Fee

In consideration of the Lender entering into this Agreement, the Borrowers shall pay to the Lender one irrevocable forbearance fee of \$10,000.00 (the "Forbearance Fee"). Such Forbearance Fee will be fully earned upon execution of this Agreement by the Borrowers. The Forbearance Fee is to be paid in addition to all other fees, interest, costs and expenses payable in connection with the Financing Agreements or this Agreement. Each of the Credit Parties hereby acknowledges, confirms and agrees that the Forbearance Fee forms part of the Indebtedness and is secured by the Guarantees and the Security.

4.5 No Other Waivers; Reservation of Rights

Subject to section 4.1 of this Agreement, the Lender reserves the right, in its sole and absolute discretion, to exercise any or all of its rights or remedies under any one or more of the Financing Agreements, the PPSA or other applicable law, and the Lender has not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Lender in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

ARTICLE 5

REPORTING, INTERIM REPAYMENT OF INDEBTEDNESS AND REPAYMENT OF PRIORITY PAYABLES

5.1 **Reporting Requirements**

During the Forbearance Period, each of the Corporate Credit Parties agrees to continue to honour the reporting requirements as previously agreed with the Lender in the Financing Agreements or as amended herein, including, without limitation, monthly margining reporting when due, and shall continue to do so until such time as the obligations of the Corporate Credit Parties to the Lender have been repaid indefeasibly and in full.

Without limiting the generality of the foregoing, each of the Credit Parties further agrees to provide to the Lender any other information requested by the Lender, acting reasonably.

5.2 Interim Payment Requirements to Be Applied against the Indebtedness

During the Forbearance Period, and in addition to the First Interim Payment, the Corporate Credit Parties shall make the following additional interim payments to the Lender (the "Subsequent Interim Payments"), which the Lender shall apply against the Mayfield Term Loan:

(a) the Corporate Credit Parties shall pay \$190,000 to the Lender by no later than February 1, 2025;

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- (b) the Corporate Credit Parties shall pay \$95,000 to the Lender by no later than March 1, 2025; and
- (c) the Corporate Credit Parties shall pay \$95,000 to the Lender by no later than April 1, 2025.

5.3 **Priority Payables**

By no later than 4:00 p.m. (Toronto time) on February 11, 2025, the Lender shall have received from Mayfield written evidence satisfactory to the Lender, in the Lender's sole discretion, that any and all property taxes owing by Mayfield have been paid in full. By no later than 4:00 p.m. (Toronto time) on March 13, 2025, the Lender shall have received from the Corporate Credit Parties written evidence satisfactory to the Lender, in the Lender's sole discretion, that all other Priority Payables (as defined in section 6.4(k)) in respect of each of the Corporate Credit Parties have been paid in full.

ARTICLE 6

OBLIGATIONS OF THE CREDIT PARTIES DURING THE FORBEARANCE PERIOD AND OTHER RELATED MATTERS REGARDING BANK ACCOUNTS AND SERVICES OF THE CORPORATE CREDIT PARTIES AND CERTAIN PARTIES RELATED THERETO

6.1 Credit Agreements

During the Forbearance Period, each of the Credit Parties shall strictly adhere to all the terms, conditions and covenants of the Credit Agreements, this Agreement and the other Financing Agreements requiring prompt payment of principal, interest, fees and other amounts when due, except to the extent that such terms, conditions and covenants are otherwise specifically amended by this Agreement.

6.2 Full Co-Operation

During the Forbearance Period, each of the Credit Parties shall cooperate fully with the Lender, including, without limitation, by providing promptly all requested information, and by providing the Lender full access to the books, records, property, assets and personnel of the Corporate Credit Parties wherever they may be situated and in whatever medium they may be recorded, at the request of and at times convenient to any such party, acting reasonably, which right of access shall include the right to inspect and appraise such property and assets.

6.3 Payment and Other Obligations

Each of the Credit Parties further hereby covenants and agrees with the Lender to reimburse the Lender for all reasonable expenses, including, without limitation, actual legal and other professional expenses that the Lender has incurred or will incur arising out of its dealings with any of the Credit Parties and in the protection, preservation and enforcement of the Security and/or the Guarantees, as applicable, including, without limitation, the actual fees and expenses of the Lender's solicitors, Aird & Berlis LLP (the "**Professional Expenses**"), and that the Professional Expenses shall be for the accounts of the Corporate Credit Parties and may be debited directly by the Lender against any of the accounts of the Corporate Credit Parties upon delivery to the Corporate Credit Parties of invoices evidencing the Professional Expenses, or payment will otherwise be made by the Lender for later repayment by the Corporate Credit Parties by no later than the expiration or termination of the Forbearance Period. Nothing in this Agreement shall derogate from the Corporate Credit Parties' obligation to pay for all the Professional Expenses or shall constitute a cap on Professional Expenses.

6.4 Operational Obligations and Bank Accounts and Services

For the duration of the Forbearance Period, each of the Credit Parties hereby covenants and agrees with the Lender as follows:

- (a) each of the Corporate Credit Parties shall maintain its corporate existence as a valid and subsisting entity and shall not merge, amalgamate or consolidate with any other corporation, except with the Lender's prior written consent;
- (b) except as specifically provided for herein, each of the Credit Parties shall comply in all respects with all terms and provisions of the Financing Agreements and this Agreement and nothing herein derogates therefrom. For greater certainty, except as provided for in this Agreement, the Borrowers shall remit all payments when due under the Financing Agreements and shall operate all facilities within the terms and the limits prescribed therein, except as amended by this Agreement. For further greater certainty, and notwithstanding anything else in the Financing Agreements or this Agreement, and without in any way restricting the Lender from applying any monies in the Corporate Credit Parties' bank accounts against the Indebtedness, each of the Corporate Credit Parties shall operate and maintain sufficient funds to cover any and all items attempting to clear its bank account with the Lender at all times;
- (c) each of the Corporate Credit Parties shall comply with any and all cash management obligations (if any) and obligations to maintain insurance in accordance with the Financing Agreements (if any);
- (d) each of the Corporate Credit Parties shall be responsible for paying the reasonable fees and out of pocket expenses of the Lender and, if the Corporate Credit Parties fail to do so, the amount of such fees and expenses will be added to the Indebtedness;
- (e) none of the Corporate Credit Parties shall, without the prior written consent of the Lender, make any distribution or payment to any person, corporation or other entity who does not deal with any of the Corporate Credit Parties at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except for:
 - (i) payments of salary at levels not in excess of those now in effect;
 - (ii) payments to any landlord which are commercially reasonable and in accordance with the current lease agreement for the premises leased from such landlord; and

required to be paid to a comparable supplier acting at arm's length;

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- (f) none of the Corporate Credit Parties shall, without the prior written consent of the Lender, make any loans or advance money or property to any other party (including, without limitation, any subsidiary or affiliate of any of the Corporate Credit Parties) or invest in (by capital contribution, dividend or otherwise) or purchase or repurchase the shares or indebtedness or all or a substantial part of the assets or property of any other party (including, without limitation, any subsidiary or affiliate of any of the Corporate Credit Parties), or guarantee, assume, endorse, or otherwise become responsible (directly or indirectly) for the indebtedness, performance, obligations or dividends of any of the Corporate Credit Party (including, without limitation, any subsidiary or affiliate of any of the corporate of any other party (including, without limitation, any subsidiary or affiliate of any other party (including, without limitation, any subsidiary or affiliate of any other party (including, without limitation, any subsidiary or affiliate of any other party (including, without limitation, any subsidiary or affiliate of any other party (including, without limitation, any subsidiary or affiliate of any of the Corporate Credit Parties) or agree to do any of the foregoing, other than as required by the Financing Agreements;
- (g) none of the Corporate Credit Parties shall encumber, mortgage, hypothec, pledge or otherwise cause any form of lien or charge on any of their property or assets, including intangible and contingent assets, without the prior written consent of the Lender;
- (h) none of the Corporate Credit Parties shall, without the prior written consent of the Lender, repay any principal or interest which may be owing or become owing in connection with any shareholder or related party loan or any loan made by any party subordinate to the Lender;
- none of the Corporate Credit Parties shall, without the prior written consent of the Lender, make any distribution (whether by dividend or otherwise) or effect any return of capital on any investment made by any shareholder, or any party related to any shareholder, or any of the Corporate Credit Parties;
- (j) none of the Corporate Credit Parties shall, in any case, make any payment to any party if the financial position of any of the Corporate Credit Parties after making such payment would put any of the Corporate Credit Parties in a position of breach or default of its obligations under this Agreement or constitute an Intervening Event;
- (k) subject only to section 5.3 of this Agreement, each of the Corporate Credit Parties shall keep current at all times all obligations that constitute priority obligations, meaning those obligations payable in priority to the obligations owed to the Lender ("Priority Payables"), including wages and remittances required to be made for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect

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of HST, and the Corporate Credit Parties shall provide on a regular basis evidence of such payments satisfactory to the Lender;

- (1) each of the Corporate Credit Parties shall take all steps required to cure any deficiencies, if any, in the Security and/or the Guarantees, as applicable;
- (m) each of the Corporate Credit Parties shall give to the Lender prompt notice of any litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or governmental authority affecting any of the assets, property or undertakings of any of the Corporate Credit Parties; and
- (n) unless otherwise agreed to herein, none of the Corporate Credit Parties shall do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender's rights and remedies under the Security.

Each of the Credit Parties represents and warrants to the Lender that all the obligations of the Corporate Credit Parties with respect to employee wages and vacation pay are current as of the date of this Agreement and shall remain current throughout the Forbearance Period. Each of the Credit Parties also hereby agrees, acknowledges and confirms that, on the earlier of the expiration or termination of the Forbearance Period, all the bank accounts and services made available to the Corporate Credit Parties by the Lender shall be closed and cancelled, including, without limitation, any credit cards. Mr. Sidhu further hereby agrees, acknowledges and confirms that, by no later than January 31, 2025, all the bank accounts and services made available to Flowercity Rentals Ltd., 1000303629 Ontario Inc., 1000192237 Ontario Inc., and 15114764 Canada Inc. by the Lender shall also be closed and cancelled, including, without limitation, any credit cards.

ARTICLE 7 INTERVENING EVENTS

7.1 Intervening Events

Upon the happening of any one of the following events (each an "Intervening Event"), the Forbearance Period shall forthwith terminate:

- (a) any material representation, warranty or statement made by any of the Credit Parties in this Agreement or any other agreement with the Lender was untrue or incorrect when made or becomes untrue or incorrect, other than those material representations, warranties or statements made by the Credit Parties which are untrue or incorrect and of which the Lender is aware of at the time of execution of this Agreement;
- (b) any of the Credit Parties fails to perform or comply with any of its covenants or obligations contained in this Agreement, any of the Financing Agreements or in any other agreement or undertaking with the Lender;
- (c) any of the Corporate Credit Parties fails to maintain and keep current payments of Priority Payables (subject only to section 5.3 of this Agreement), which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;

- (e) any of the Credit Parties defaults in the performance of any obligation under any of the Financing Agreements after the date hereof;
- (f) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of the Security or the Guarantees, or the realizable value of the collateral subject to such Security;
- (g) the Security ceases to constitute a first-ranking, valid and perfected security interest against all assets of each of the Corporate Credit Parties;
- (h) the loss, damage, destruction or confiscation of any of the Corporate Credit Parties' property or assets or any part thereof, unless upon such event, the Corporate Credit Parties pay to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (i) any person takes possession of any property of any of the Corporate Credit Parties by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of any of the Corporate Credit Parties;
- (j) any change of ownership, control or management of any of the Corporate Credit Parties, without the Lender's prior written consent;
- (k) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of any of the Corporate Credit Parties arising for any reason whatsoever;
- (1) any of the Corporate Credit Parties fail to maintain current insurance or other material contracts;
- (m) without the Lender's prior written consent, any of the Corporate Credit Parties ceases to carry on business in the normal course in the same manner as such business has previously been carried on or as specifically amended by this Agreement or commits or threatens to commit an act of bankruptcy;
- (n) without the prior written consent of the Lender, any of the Corporate Credit Parties takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against any of the Corporate Credit Parties relating to the reorganization, readjustment, compromise or settlement of the debts owed by any of the Corporate Credit Parties to its creditors where such reorganization, readjustment, compromise or settlement shall affect a substantial portion of any of the Corporate Credit Parties' assets or property, including, without limitation, the filing of a Notice of Intention to Make a Proposal under the BIA, the

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making of an order under the *Companies' Creditors Arrangement Act* (Canada) or the commencement of any similar action or proceeding by any party other than the Lender;

- (o) the filing of an application for a bankruptcy order against any of the Corporate Credit Parties pursuant to the provisions of the BIA by any party other than the Lender;
- (p) any of the Corporate Credit Parties fails to meet its payroll obligations or does not have sufficient funds available to fund its payroll obligations, or fails to produce evidence, satisfactory to the Lender, of the availability of such funds to the Lender;
- (q) at any time any of the Corporate Credit Parties fails to operate and maintain sufficient funds to cover any and all items attempting to clear its bank account with the Lender;
- (r) any of the Credit Parties fails to meet any of its reporting requirements in accordance with section 5.1 of this Agreement; or
- (s) the Corporate Credit Parties fail to make any of the Subsequent Interim Payments in accordance with section 5.2 of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.1 Effect of this Agreement

Except as modified pursuant hereto, no other changes or modifications to the terms of the Financing Agreements are intended or implied and in all other respects, the terms of the Financing Agreements are confirmed.

8.2 Further Assurances

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the sole expense of the Corporate Credit Parties.

8.3 Binding Effect

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and its respective successors and permitted assigns.

8.4 Survival of Representations and Warranties

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document delivered in connection herewith, and no investigation by the Lender or any closing shall affect the representations and warranties or the rights of the Lender to rely upon such representations and warranties.

8.5 Confidentiality

The Lender and its professional advisors shall be at liberty, in their sole discretion, to disclose any information obtained from the Credit Parties to any party or parties in order to recover amounts owed to the Lender by the Corporate Credit Parties.

8.6 Release

In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Credit Parties, on its respective behalf and on behalf of each of its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (the Lender and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, complaints, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any of the Credit Parties or any of their successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with, any of the Financing Agreements or transactions thereunder or related thereto.

8.7 No Novation

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreements or any of the Financing Agreements but the same shall remain in full force and effect save to the extent amended by this Agreement.

8.8 Notice

Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement will be conclusively deemed to have been received by such party on the day of the sending of the notice by prepaid private courier to such party at its, his or her address noted below or by email at its, his or her email address noted below. Any party may change its, his or her address for service or address by notice given in the foregoing manner. 17

Notice to the Credit Parties shall be sent to their lawyer:

Thapar Law, Barristers & Solicitors 21 Winter Road King City, ON L7B 1E3

Attention: Ray Thapar **Email**: ray@thaparlaw.ca

Notice to the Lender shall be sent to:

Royal Bank of Canada Special Loans and Advisory Services 20 King Street West, 2nd Floor Toronto, ON M5H 1C4

Attention: Mark Arnold Email: <u>mark.arnold@rbc.com</u>

with a copy to its lawyers:

Aird & Berlis LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

Attention: Sanjeev Mitra, Jeremy Nemers and Calvin Horsten Email: <u>smitra@airdberlis.com</u> / <u>inemers@airdberlis.com</u> / <u>chorsten@airdberlis.com</u>

8.9 Binding and Enforceable Agreement

In order for this Agreement to be binding and enforceable, it shall be signed by each of the Credit Parties by no later than 4:00 p.m. (Toronto time) on January 28, 2025.

8.10 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or portable document format ("**PDF**") form and the parties adopt any signatures received by a receiving fax machine or by emailed PDF as original signatures of the parties.

8.11 No Set Off, etc.

Each of the Credit Parties reaffirms that the Financing Agreements remain in full force and effect as amended hereby and acknowledges and agrees that there is no defence, set off or counterclaim of any kind, nature or description to its obligations arising under the Financing Agreements as a result of the execution of this Agreement or otherwise.

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8.12 Independent Legal Advice, etc.

Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first mentioned above.

ROYAL BANK OF CANADA

Mark Arnold By:

Name: Mark Arnold Title: Senior Manager, Special Loans and Advisory Services

FALCON XPRESS TRANSPORTATION GROUP INC.

By: X

Name: Jarnail singh Sidhu Title: Director

I have authority to bind the corporation

6086 MAYFIELD INC.

By: X

Name: Jarnail/Singh Sidhu Title: Director and President

I have authority to bind the corporation

FALCON INVESTMENT GROUP INC.

By: 🗶

Name: Jarnail Singh Sidhu Title: Director and President

I have authority to bind the corporation

2593548 ONTARIO INC By: 🗡

Name: Jarnail Singh Sidhu Title: Director and President

I have authority to bind the corporation

JARNAIL SINGH SIDHU

)

Witness Name: Satbir Sidho

SCHEDULE "A-Falcon Xpress" THE "FALCON XPRESS CREDIT AGREEMENTS"

- 1. Credit Agreement dated July 29, 2021 between the Lender and Falcon Xpress, as amended by Letters of Amendment dated September 27, 2023 and July 11, 2024.
- 2. Credit Card Agreement dated September 13, 2021 between the Lender and Falcon Xpress.
- 3. Master Lease Agreement dated October 15, 2020 between the Lender and Falcon Xpress, and the leasing schedules entered into thereunder.

SCHEDULE "A-Mayfield" THE "MAYFIELD CREDIT AGREEMENTS"

- 1. Credit Agreement dated July 28, 2021 between the Lender and Mayfield, as most recently extended by an Amendment to Credit Agreement dated November 15, 2024.
- 2. Credit Card Agreement dated September 17, 2021 between the Lender and Mayfield.

SCHEDULE "A-Falcon Investment" THE "FALCON INVESTMENT CREDIT AGREEMENT"

1. Credit Card Agreement dated August 23, 2021 between the Lender and Falcon Investment.

SCHEDULE "B" THE "GUARANTEES"

Granted by Falcon Xpress:

1. Guarantee and Postponement of Claim limited to the principal amount of \$12,500,000 plus interest, dated August 11, 2021 granted by Falcon Xpress regarding the obligations of Mayfield to the Lender.

Granted by Mayfield:

2. Guarantee and Postponement of Claim limited to the principal amount of \$5,600,000 plus interest, dated August 11, 2021 granted by Mayfield regarding the obligations of Falcon Xpress to the Lender.

Granted by Falcon Investment:

- 3. Guarantee and Postponement of Claim limited to the principal amount of \$12,500,000 plus interest, dated August 11, 2021 granted by Falcon Investment regarding the obligations of Mayfield to the Lender.
- 4. Guarantee and Postponement of Claim limited to the principal amount of \$5,600,000 plus interest, dated August 11, 2021 granted by Falcon Investment regarding the obligations of Falcon Xpress to the Lender.

Granted by 259:

- 5. Guarantee and Postponement of Claim limited to the principal amount of \$12,500,000 plus interest, dated August 11, 2021 granted by 259 regarding the obligations of Mayfield to the Lender.
- 6. Guarantee and Postponement of Claim limited to the principal amount of \$5,600,000 plus interest, dated August 11, 2021 granted by 259 regarding the obligations of Falcon Xpress to the Lender.

SCHEDULE "C" THE "SECURITY"

- 1. General Security Agreement dated August 11, 2021 granted by Falcon Xpress in favour of the Lender.
- 2. General Security Agreement dated August 11, 2021 granted by Mayfield in favour of the Lender.
- 3. General Security Agreement dated August 11, 2021 granted by Falcon Investment in favour of the Lender.
- 4. General Security Agreement dated August 11, 2021 granted by 259 in favour of the Lender.
- 5. First Charge/Mortgage in the amount of \$18,100,000 granted by Mayfield over the property municipally known as 6086 Mayfield Road, Caledon, Ontario (the "**Real Property**"), registered in LRO #43 on September 1, 2021 as Instrument No. PR3902941.
- 6. Assignment of Rents dated August 11, 2021 granted by Mayfield over the Real Property, registered in LRO #43 on September 1, 2021 as Instrument No. PR3902979.
- 7. Postponement and Assignment of Claim dated August 11, 2021 granted by Mr. Sidhu regarding Falcon Xpress.
- 8. Postponement and Assignment of Claim dated August 11, 2021 granted by Mr. Sidhu regarding Mayfield.
- 9. Postponement and Assignment of Claim dated August 11, 2021 granted by Mr. Sidhu regarding Falcon Investment.
- 10. Postponement and Assignment of Claim dated August 11, 2021 granted by Mr. Sidhu regarding 259.
- 11. Assignment of Insurance dated August 11, 2021 granted by 259 in favour of the Lender.

SCHEDULE "D"

[Consents follow on subsequent pages.]

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

AND TO: its solicitors, Aird & Berlis LLP

FALCON XPRESS TRANSPORTATION GROUP INC. (the "**Debtor**") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertakings and any and all of the Debtor's books and records (collectively, the "Assets"); and (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to any of subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this $\frac{28}{28}$ day of January, 2025.

FALCON GROUP II	XPRESS TRANSPORTATION	
Ву: 💅	Junit Sta	
Name	Jarnail Singh Sidhu	
Title:	Director	

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

AND TO: its solicitors, Aird & Berlis LLP

6086 MAYFIELD INC. (the "**Debtor**") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertakings and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to any of subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this 28 day of January, 2025.

6086 MAYFIELD INC. By: X

Name: Jarnail Singh Sidhu Title: Director and President

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

AND TO: its solicitors, Aird & Berlis LLP

FALCON INVESTMENT GROUP INC. (the "**Debtor**") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertakings and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to any of subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this **2** day of January, 2025.

FALCON INVESTMENT GROUP INC.

By: X

Name: Jarnail Singh Sidhu Title: Director and President

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

AND TO: its solicitors, Aird & Berlis LLP

2593548 ONTARIO INC. (the "**Debtor**") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertakings and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to any of subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

DATED this **29** day of January, 2025.

2593548 ONTARIO INC. By:

Name: Jarnail Singh Sidhu Title: Director and President

SCHEDULE "E"

[Consent follows on subsequent page]

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

FALCON XPRESS TRANSPORTATION GROUP INC., 6086 MAYFIELD INC., FALCON INVESTMENT GROUP INC. and 2593548 ONTARIO INC.

Respondents

CONSENT

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Exhibit 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 2γ day of January, 2025.

[Signature Page Follows]

FALCON XPRESS TRANSPORTATION GROUP INC.

By: <u>Name:</u> Jarnail \$ingh Sidhu Title: Director

I have authority to bind the corporation

6086 MAYFIELD INC.

By: λ Name: Jarnail Singh Sidhu Title: Director and President

I have authority to bind the corporation

FALCON INVESTMENT GROUP INC.

By: X

Name: Jarnail Singh Sidhu Title: Director and President

I have authority to bind the corporation

2593548 ONTARIO INC.

By: x month of

Name: Jarnail Singh Sidhu Title: Director and President

I have authority to bind the corporation

N

JARNAIL SINGH SIDHU

Witness Name: Sathy Sid no

EXHIBIT A

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	<*>DAY, THE <*>
JUSTICE <*>))	DAY OF <*>, 20<*>

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

FALCON XPRESS TRANSPORTATION GROUP INC., 6086 MAYFIELD INC., FALCON INVESTMENT GROUP INC. and 2593548 ONTARIO INC.

Respondents

JUDGMENT

THIS MOTION, made by Royal Bank of Canada ("RBC") for judgment against Falcon Xpress Transportation Group Inc. ("Falcon Xpress"), 6086 Mayfield Inc. ("Mayfield"), Falcon Investment Group Inc. ("Falcon Investment") and 2593548 Ontario Inc. ("259" and, together with Falcon Xpress, Mayfield and Falcon Investment, the "Corporate Credit Parties"), was heard this day.

ON READING THE CONSENT signed by each of the Corporate Credit Parties, and upon hearing the submissions of counsel for RBC and such other counsel as were present,

1. **THIS COURT ORDERS AND ADJUDGES** that Falcon Xpress pay to RBC the sum of CAD \$17,129,554.13 plus USD \$20,555.06 together with interest thereon at RBC's prime rate of interest (the "**RBC Prime Rate**") plus 5.0% *per annum* as determined by RBC from time to time from the 10th day of December, 2024 until the date of payment in full.

2. **THIS COURT ORDERS AND ADJUDGES** that Mayfield pay to RBC the sum of CAD \$17,129,554.13 plus USD \$20,555.06 together with interest thereon at the RBC Prime Rate plus 5.0% *per annum* from the 10th day of December, 2024 until the date of payment in full.

3. **THIS COURT ORDERS AND ADJUDGES** that Falcon Investment pay to RBC the sum of CAD \$17,147,059.50 plus USD \$20,555.06 together with interest thereon at the RBC Prime Rate plus 5.0% *per annum* from the 10th day of December, 2024 until the date of payment in full.

4. **THIS COURT ORDERS AND ADJUDGES** that 259 pay to RBC the sum of CAD \$17,129,554.13 plus USD \$20,555.06 together with interest thereon at the RBC Prime Rate plus 5.0% *per annum* from the 10th day of December, 2024 until the date of payment in full.

5. **THIS COURT ORDERS AND ADJUDGES** that the costs of this motion are fixed on the substantial indemnity scale in the amount of **\$**_____ and are payable jointly and severally by each of the Corporate Credit Parties, forthwith, to RBC.

This Judgment bears interest on the sum of \$______ for costs, commencing on this Judgment's date, at the rate of the RBC Prime Rate plus 5.0% *per annum*.

ROYAL BANK OF CANADA - at	- and - FALC	FALCON XPRESS TRANSPORTATION GROUP INC., et al.
Applicant	Respondents	ndents Court File No.
		ONTARIO SUPERIOR COURT OF JUSTICE
		JUDGMENT
		AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9
		Sanjeev P.R. Mitra (LSO # 37934U) Tel: (416) 865-3085 Email: <u>smitra@airdberlis.com</u>
		Jeremy Nemers (LSO # 66410Q) Tel: (416) 865-7724 Email: jnemers@airdberlis.com
		Calvin Horsten (LSO # 90418I) Tel: (416) 865-3077 Email: <u>chorsten@airdberlis.com</u>
		Lawyers for Royal Bank of Canada

ROYAL BANK OF CANADA - and -	FALCON XPRESS TRANSPORTATION GROUP INC., et al.
Applicant	Respondents Court File No.
	ONTARIO SUPERIOR COURT OF JUSTICE
	CONSENT
	AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9
	Sanjeev P.R. Mitra (LSO # 37934U) Tel: (416) 865-3085 Email: <u>smitra@airdberlis.com</u>
	Jeremy Nemers (LSO # 66410Q) Tel: (416) 865-7724 Email: jnemers@airdberlis.com
	Calvin Horsten (LSO # 90418I) Tel: (416) 865-3077 Email: <u>chorsten@airdberlis.com</u>
	Lawyers for Royal Bank of Canada
62978372.5	

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This is Exhibit "O" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

From:Jeremy NemersSent:March 10, 2025 11:55 AMTo:Ray ThaparCc:Sanjeev Mitra; Calvin HorstenSubject:Re: Falcon Xpress

Good morning Ray,

By way of update, we understand that Falcon Xpress ended the day Friday in excess of its approved limit by \$71,120.

This excess needs to be covered by the end of day today, failing which RBC reserves the right to suspend Falcon's access to certain services, including, without limitation, payment services.

RBC continues to move forward with its receivership application materials. Today is one week before the March 17 date referenced in your email, so please advise if we should also be preparing a payout letter for March 17.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Jeremy Nemers <jnemers@airdberlis.com> Sent: Friday, March 7, 2025 2:42 PM To: Ray Thapar <ray@thaparlaw.ca> Cc: Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com> Subject: Re: Falcon Xpress

Thanks for your email, which we will forward to our client.

Absent a further email from us to the contrary, we continue to move forward as set out in our previous email.

Thanks, and have a safe trip,

Jeremy

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

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This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <ray@thaparlaw.ca>
Sent: Friday, March 7, 2025 2:32 PM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: Re: Falcon Xpress

Hi Jeremy

Thank-you for your email below. I am not able to respond to your emails as quickly as I would like. I left yesterday for Montana for a mediation. I am in Montana today for a full day mediation and will not be back in the office until Monday. Please do not take my delay in responding as any indication that this matter is not of utmost importance to my client.

I am pleased to advise that the EDC Coverage is now in place again. I have attached the proof of coverage. I trust that this gives the bank additional comfort to avoid a receivership. In any event, I understand that they payout date of March 17 is still in effect. I fully expect that RBC will be indefeasably paid on March 17 such that any receivership discussion will be moot.

I look forward to seeing RBC paid out in full. Also wanted to given you the heads up that even after paying out RBC in full, my client will be moving all its accounts from RBC by April 30. I hope that this will not be a problem.

Thanks

Ray

From: Jeremy Nemers <jnemers@airdberlis.com>
Sent: Thursday, March 6, 2025 5:41 PM
To: Ray Thapar <ray@thaparlaw.ca>
Cc: Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: RE: Falcon Xpress

Thanks Ray, but it was your clients' responsibility to make the \$95,000 payment to RBC (which payment ⁶³⁶ requirement only arose because your clients wanted to extend the original forbearance period past January 31, 2025), and it was your clients' responsibility to maintain the EDC policy (which policy lapsed because your clients failed to make the payment there too). Presenting us with a screenshot of your clients' 4-second attempt on March 3 to call Mr. Arnold does not absolve your client of its responsibilities.

Moreover, and contrary to your email, the RBC portal was working – it is your clients' access to certain features that has been disabled as a result of your client being offside its borrowing limit (the potential for which we warned you about on January 29 in light of the absence of the EDC policy). It is your clients' responsibility to operate within their borrowing limits, and any items in excess may be returned NSF.

As previously noted, the Forbearance Period has been terminated, the consents from escrow have been released and we are moving forward with the receivership application. In the interim, to the extent your clients are able to complete their financing and indefeasibly repay their indebtedness to RBC by the March 17 date indicated in your email (inclusive of any priority amounts thereto, in respect of which your clients are also in default), they are certainly welcome to do so. In this regard, we note it is unlikely that the receivership application will be heard before March 17, so the application can always be dismissed consensually if RBC has been indefeasibly been paid out before the application is heard.

Once again, we reiterate our request that you please confirm whether you have instructions to accept service of the receivership application on behalf of your clients, failing which we will proceed to serve your clients directly once the application is ready.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <ray@thaparlaw.ca>
Sent: March 5, 2025 8:35 PM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: RE: Falcon Xpress

Good Afternoon Jeremy

Thank-you for your emails below. I have set out my responses to the concerns raised below.

1. Insufficient Funds for \$95,000 Payment Due to RBC.

My client had funds in its main account to transfer for \$95,000 payment that was due, but my client was unable to do so because the RBC portal was not working. My client did attempt to contact Mark Arnold (the special loans officer) on Monday to advise him of this. I have attached a screenshot of my client's call log. However, you may be aware that there is significant market turmoil due to the tariff's that were earlier threatened by the United States and that went into effect yesterday. All transportation companies, including my client, have been under immense pressures to transport shipments prior to the imposition of the tariffs yesterday. As a result, my client was unable to follow up with the special loans representative. The funds are available to be taken by the RBC.

2. EDC Insurance

My client put in an application for the insurance to be put in place at the same time that I advised you. Unfortunately, EDC is delayed in its processing. I have attached my client's communication with the EDC. On February 28, 2025, in response to my client's follow-up, the EDC advised:

Please accept my sincerest apologies for the delay in processing your application. We are working on finalization and will provide an update by end of day tomorrow.

My client did not receive an update from EDC. On February 25, 2025, my client followed up again with EDC and asked for an be update. Unfortunately, EDC did not provide an update. I have attached a copy of string.

My client followed up once again this morning. My client received an email from EDC advising that they are finalizing.

Payment Out of RBC

I can confirm that the lender providing the replacement financing is Rescom. I understand that Rescom has completed its due diligence and is now instructing its lawyer for a March 17 closing, which is still well in advance of the April 30 timeframe that was contemplated in the original forbearance agreement. I have attached for transparency a message from the lender to my client confirming that they are now instructing their lawyer for a March 17 closing. The attachment is called "Mayfield Closing".

Jeremy, with respect to funding, we are at the finish line now. Your client will be paid-out in full on March 17. While I appreciate that there have been hiccups in the process, but that can and sometimes happens. Ultimately, the financing is now iminent and my client managed to have it done well before the April 30 date that was anticipated, when the forbearance was negotiated. The appointment of a receiver at this juncture will not result in an earlier payout but will hamper my client's financing that will see your client paid out in full imminently. My client has approximately 300 employees that will be thrown out of work during these very difficult and unprecedented times.

Would you please seek instructions from your client for this brief and final indulgence, with my client's apologies.

Thanks very much

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Wednesday, March 5, 2025 10:27 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: Re: Falcon Xpress

Good morning,

Further to the last two sentences in my below email, the RCL limit based on the January 31 margin reporting is \$4,304,909.

Thank you,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Tuesday, March 4, 2025 8:16 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Hi Ray,

I am following-up regarding my below email from two weeks ago.

We understand that further Intervening Events have occurred, including, without limitation:

- 1. insufficient funds in the account to take the \$95,000 payment that was due yesterday under the forbearance agreement (which payment, for greater certainty, was not otherwise made to RBC);
- 2. evidence of the EDC policy having been reinstated has still not been provided to RBC; and
- 3. Falcon now having borrowed in excess of its limit under the margining formula (the potential for which we flagged for you back on January 29).

This is in addition to the past Intervening Events, including, without limitation, those referenced in my below email regarding property taxes.

Furthermore, despite your previous assurances that your clients would be paying-out RBC by no later than March 7, and that you would be providing us with at least one week's notice before the payout date, we have not received any confirmation from you whatsoever on these points, and we are well within the one-week period.

At this juncture, we have been instructed to terminate the Forbearance Period, release your clients' consents from escrow and proceed with a receivership application. This is without prejudice to any other rights and remedies that RBC may have and wish to employ.

Please confirm whether you have instructions to accept service of the receivership application, which will proceed in accordance with the consents previously granted by your clients. Absent your confirmation, we will proceed to serve your clients directly. Until such time as the receivership application is adjudicated by the Court, your clients must operate within their borrowing limits. In this regard, I understand that the specific dollar limit is being confirmed by our client based on the absence of the EDC policy, and we will advise you of same once confirmed. Items in excess of this limit may be returned NSF.

Thanks,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Jeremy Nemers
Sent: February 19, 2025 11:10 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Thank you for your email.

We have discussed this matter with our client. As you know, Mayfield's failure to bring its property taxes current by February 11, 2025 constitutes an Intervening Event under the Forbearance Agreement. The seriousness of this Intervening Event is amplified by Mayfield then materially misstating the quantum of the outstanding property taxes to RBC.

Given that you have advised of your clients' refinancing commitment, and that such commitment requires the advance be drawn by March 7, 2025, RBC is prepared to wait until 12:01 a.m. on March 8, 2025 before terminating the Forbearance Period because of the aforementioned Intervening Event (provided that a further Intervening Event does not occur in the interim).

Please communicate the seriousness of this matter to your clients, and ensure that RBC is in fact indefeasibly repaid, in full, by no later than March 7, 2025. Per my earlier email, please provide us with at least one week's notice before the payout date, to ensure we have sufficient time to gather the payout numbers and prepare a payout letter.

Thank you,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: February 19, 2025 7:45 AM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten
<<u>chorsten@airdberlis.com</u>>
Subject: Re: Falcon Xpress

Good Morning Jeremy

I have had a chance to look into the discrepancy in the tax amount figures, as per your email below.

The discrepancy arose due to the fact that my client had processed a payment sometime ago to be sent to the Tax Department, that would have brough the balance to \$80,000. That cheque was not sent out. As such, the amount on the tax certificate would appear to be correct.

I have advised my client to provide me with 1 week advance notice of the payout date, which at this juncture based on the commitment letter is expected to be no later than March 7, 2025. The refinancing is going well. The lender is obtaining the reliance certificates for the appraisal and environmental reports next week.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Friday, February 14, 2025 7:58 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten
<<u>chorsten@airdberlis.com</u>>
Subject: Re: Falcon Xpress

Hi Ray,

640

I am following-up regarding the below. Please advise.

Thanks,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Sent: Thursday, February 13, 2025 3:15 PM To: Ray Thapar <<u>ray@thaparlaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: Re: Falcon Xpress

Hi Ray,

We've pulled the updated property tax certificate, attached, which reflects approximately \$123k in arrears, plus another amount of approximately \$27k due in a few weeks, which is significantly higher than what you advised below.

Please explain, so that we can review with our client in the context of the accurate set of facts, and then arrive at a decision.

Thanks,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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8

From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: Wednesday, February 12, 2025 5:21:00 PM To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: RE: Falcon Xpress

Hi Jeremy,

I am following up on my email to you below. Sorry, I could not write to you earlier as I was totally jammed on some matter.

With respect to the taxes on Mayfield, I have learned that the taxes were reassessed as a result of a change of classification, resulting in an amount owing of about \$80,000. The Borrower filed a Request for Reconsideration to the Town of Caledon on the basis that the classification is incorrect based on an earlier settlement with the City of Caledon in 2022. Additionally, the Borrower is seeking to have the taxes reduced given vacancies at the property. This Request for Reconsideration is presently being considered by the Town of Caledon. If, and when, the Request for Consideration is granted, there will be a credit against the taxes owing.

In the meantime, to address the issues of the amount owing to the Town of Caledon, the Borrower engaged in discussions with the Town of Caledon regarding the payment of any amounts owing. The Town of Caledon has agreed to accept any outstanding amounts and the ongoing taxes over a three-year period. I have attached a Payment Plan that has been entered into with the Town of Caledon dated February 10, 2025. Irrespective of the three-year period, It is fully expected that as part of the refinancing and in conjunction with the registration of the new mortgage that realty taxes will be paid in full from the proceeds of the new financing. I would also point out in para 6, the Town of Caledon has agreed not to register any tax lien on the property unless there is a default of this agreement.

Jeremy, in view of the foregoing, I would greatly appreciate it if you would kindly obtain instructions from the Bank, that that provided the Borrower complies with the Payment Plan and sends proof of same to the Bank, that the Bank will allow this to continue until the refinance, which is a little over three weeks away. My client has paid a significant amount to the new lender as a deposit (as shown on the Commitment letter), which shows definite intention to get the refinancing done. The Bank's cooperation and understanding in this regard would be greatly appreciated.

Thank-you, once again. Please let me know.

Thanks

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Sent: Wednesday, February 12, 2025 8:54 AM To: Ray Thapar <<u>ray@thaparlaw.ca</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: Re: Falcon Xpress

Hi Ray,

Thank you for your email, and for keeping us updated regarding the status of your clients' refinancing.

Please provide us with at least one week's notice before the payout date, to ensure we have sufficient time to gather the payout numbers and prepare a payout letter.

Also, yesterday at 4 pm. was the deadline under the Forbearance Agreement by which Mayfield was supposed to have provided written evidence satisfactory to RBC that all Mayfield's property taxes have been paid in full. I don't recall seeing this from you. Can you please provide ASAP today?

Thank you,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: Tuesday, February 11, 2025 5:48 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten
<<u>chorsten@airdberlis.com</u>>
Subject: Falcon Xpress

Good Afternoon Jeremy

I hope you are having a good day. I wanted to drop a note to you with some good news about my client's efforts to refinance with a view to paying out RBC in full.

I have attached a letter of commitment from a lender (I have for the time being redacted the names at the present time until all conditions are waived to preserve confidentiality). I have also attached an email string confirming that the lender has received the deposit required by the commitment letter and that my client has already sent some of the due diligence materials.

You will note that the Commitment is for \$18 million, an amount that will be more than sufficient to pay RBC in full. Further, paragraph 19 provides that the advance must be drawn down by March 7, 2025. At this juncture, we expect the payout to occur on or before March 7, 2025 well ahead of the that we anticipated in our discussions, subject to the lender requiring additional time. While I expected that your client may have thought that the April 30 date that was proposed was quite some time away, I wanted to ensure that my client would be able to do so, without the need for additional time.

I am closely working with my client to assist them in this refinancing. I wanted to thank-you for your cooperation and understanding as the objective of my client has always been to pay RBC in full.

I will provide you updates.

Thanks



Ray Thapar, B.A., LL.B., Q.Arb. Lawyer - Mediator - Arbitrator Senior Litigation Counsel Thapar Law*, Barristers & Solicitors *Practicing under Thapar Law Professional Corporation

M: 416-721-2864 | E: ray@thaparlaw.ca

A: 21 Winter Road King City, Ontario L7B1E3W: <u>thaparlaw.ca</u>

From:Ray Thapar <ray@thaparlaw.ca>Sent:March 18, 2025 12:01 PMTo:Jeremy NemersCc:Sanjeev Mitra; Calvin HorstenSubject:RE: Falcon Xpress

Hi Jeremy

Thanks for your email below.

You are correct that there is a clear record of what has happened. I did not intend to recharacterize that. The purpose of my email was to provide you with an update and also to advise of the steps that my client continues to take to address the bank's concerns. I will continue to provide you updates as to my client's progress towards the completion of the financing.

As usual, your understanding of the matter is appreciated.

Yours truly,

Ray Thapar

From: Jeremy Nemers <jnemers@airdberlis.com>
Sent: Tuesday, March 18, 2025 11:45 AM
To: Ray Thapar <ray@thaparlaw.ca>
Cc: Sanjeev Mitra <smitra@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: Re: Falcon Xpress

Hi Ray,

The record is already clear as to what has occurred and what has not occurred. Please do not attempt to recharacterize matters at the 11th hour after your clients have breached the forbearance agreement on multiple fronts and failed to close their refinancing on multiple occasions.

The receivership application is already in the process of being issued by the court, and is returnable on April 8. We have asked you multiple times whether you had instructions to accept service of the application, and you have not advised. You will be provided with a courtesy copy of the application once we have it back from the court, and your clients will be served directly.

As previously indicated, the application can always be dismissed if RBC has been indefeasibly repaid the totality of the indebtedness owing to it (with all priority amounts thereto also paid) prior to the April 8 hearing date.

Thanks,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: Tuesday, March 18, 2025 11:28 AM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Good Morning Jeremy and Sanjeev,

I wanted to reach out to you to provide a status report on my client's efforts to payout the RBC. As you may recall, the outside date that was negotiated and agreed for the repayment of RBC was April 30, 2025. My client was fortunate to obtain a commitment for completion well in advance of that date. The most recent date for completion of the financing to payout RBC was anticipated to be March 17. This did not happen. but I understand that this is still in play and my client fully expects and fully intends to payout RBC shortly and in any event, before April 30, 2025. I am waiting for an updated date from the lender which I will provide to you as soon as I receive it.

My client appreciates the Bank's cooperation. My client has resolved many of the concerns that were raised by RBC, as follows,

- 1. March 1, 2025 Payment \$95,000. As indicated my client had these fund ready to be taken but for a technical issue that occurred. I explained the circumstances of that day and my client's attempt to contact the special accounts representative and why he was unable to follow up. Irrespective, the funds were and are still available for the RBC to take. Is there a reason why the Bank has not taken payment?
- 2. EDC My client has put EDC Coverage back in place. My client took immediate steps to address these concerns. Any delay in putting the policy in place was due to the EDC, as I have demonstrated from email communications. In any event, this has been resolved.
- 3. Line of Credit Although the RBC lowered my clients operating line due to the EDC policy that was no longer in force, my client covered the difference the same day and has been operating within margin. Now that the EDC policy is in place, my client requested that the line be adjusted accordingly, but that has not been done.
- 4. Property Tax my client has a repayment agreement with the City, which it has been honoring.
- 5. CRA Taxes I understand that the following amounts were owing to CRA:

6086 Mayfield - \$18,359.36 Falcon Investment - \$75,469.44 2593548 Ontario Inc - \$151,258.46 My client is informed by CRA that it will be receiving a HST refund on March 21, 2025 in the amount of 648 374,669.29. This will pay-off all HST obligations owing and also provide additional cash.

Jeremy, I don't dispute that there have been bumps on the road, but as you see my client has in large part addressed the concerns that were raised by the Bank. While you advised that the Bank is moving towards a receivership application, a receivership will not get the bank its funds any faster. Your client's cooperation with my client in circumstances where the funding is imminent and in any event was expected to occur no later than April 30 date is appreciated.

You will also note from the reporting that my client's financial position has improved in that my client's receivables have significantly increased.

Would you please seek instructions from your client not to proceed with any Receivership application, in view of the above circumstances. This may derail my client's financing efforts that are very close to completion.

Yours truly,

Ray Thapar

From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: Friday, March 7, 2025 2:32 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: Re: Falcon Xpress

Hi Jeremy

Thank-you for your email below. I am not able to respond to your emails as quickly as I would like. I left yesterday for Montana for a mediation. I am in Montana today for a full day mediation and will not be back in the office until Monday. Please do not take my delay in responding as any indication that this matter is not of utmost importance to my client.

I am pleased to advise that the EDC Coverage is now in place again. I have attached the proof of coverage. I trust that this gives the bank additional comfort to avoid a receivership. In any event, I understand that they payout date of March 17 is still in effect. I fully expect that RBC will be indefeasably paid on March 17 such that any receivership discussion will be moot.

I look forward to seeing RBC paid out in full. Also wanted to given you the heads up that even after paying out RBC in full, my client will be moving all its accounts from RBC by April 30. I hope that this will not be a problem.

Thanks

Ray

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>> Sent: Thursday, March 6, 2025 5:41 PM To: Ray Thapar <<u>ray@thaparlaw.ca</u>>

Thanks Ray, but it was your clients' responsibility to make the \$95,000 payment to RBC (which payment requirement only arose because your clients wanted to extend the original forbearance period past January 31, 2025), and it was your clients' responsibility to maintain the EDC policy (which policy lapsed because your clients failed to make the payment there too). Presenting us with a screenshot of your clients' 4-second attempt on March 3 to call Mr. Arnold does not absolve your client of its responsibilities.

Moreover, and contrary to your email, the RBC portal was working – it is your clients' access to certain features that has been disabled as a result of your client being offside its borrowing limit (the potential for which we warned you about on January 29 in light of the absence of the EDC policy). It is your clients' responsibility to operate within their borrowing limits, and any items in excess may be returned NSF.

As previously noted, the Forbearance Period has been terminated, the consents from escrow have been released and we are moving forward with the receivership application. In the interim, to the extent your clients are able to complete their financing and indefeasibly repay their indebtedness to RBC by the March 17 date indicated in your email (inclusive of any priority amounts thereto, in respect of which your clients are also in default), they are certainly welcome to do so. In this regard, we note it is unlikely that the receivership application will be heard before March 17, so the application can always be dismissed consensually if RBC has been indefeasibly been paid out before the application is heard.

Once again, we reiterate our request that you please confirm whether you have instructions to accept service of the receivership application on behalf of your clients, failing which we will proceed to serve your clients directly once the application is ready.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Sent: March 5, 2025 8:35 PM
To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Good Afternoon Jeremy

Thank-you for your emails below. I have set out my responses to the concerns raised below.

1. Insufficient Funds for \$95,000 Payment Due to RBC.

My client had funds in its main account to transfer for \$95,000 payment that was due, but my client was unable to do so because the RBC portal was not working. My client did attempt to contact Mark Arnold (the special loans officer) on Monday to advise him of this. I have attached a screenshot of my client's call log. However, you may be aware that there is significant market turmoil due to the tariff's that were earlier threatened by the United States and that went into effect yesterday. All transportation companies, including my client, have been under immense pressures to transport shipments prior to the imposition of the tariffs yesterday. As a result, my client was unable to follow up with the special loans representative. The funds are available to be taken by the RBC.

2. EDC Insurance

My client put in an application for the insurance to be put in place at the same time that I advised you. Unfortunately, EDC is delayed in its processing. I have attached my client's communication with the EDC. On February 28, 2025, in response to my client's follow-up, the EDC advised:

Please accept my sincerest apologies for the delay in processing your application. We are working on finalization and will provide an update by end of day tomorrow.

My client did not receive an update from EDC. On February 25, 2025, my client followed up again with EDC and asked for an be update. Unfortunately, EDC did not provide an update. I have attached a copy of string.

My client followed up once again this morning. My client received an email from EDC advising that they are finalizing.

Payment Out of RBC

I can confirm that the lender providing the replacement financing is Rescom. I understand that Rescom has completed its due diligence and is now instructing its lawyer for a March 17 closing, which is still well in advance of the April 30 timeframe that was contemplated in the original forbearance agreement. I have attached for transparency a message from the lender to my client confirming that they are now instructing their lawyer for a March 17 closing. The attachment is called "Mayfield Closing".

Jeremy, with respect to funding, we are at the finish line now. Your client will be paid-out in full on March 17. While I appreciate that there have been hiccups in the process, but that can and sometimes happens. Ultimately, the financing is now iminent and my client managed to have it done well before the April 30 date that was anticipated, when the forbearance was negotiated. The appointment of a receiver at this juncture will not result in an earlier payout but will hamper my client's financing that will see your client paid out in full imminently. My client has approximately 300 employees that will be thrown out of work during these very difficult and unprecedented times.

Would you please seek instructions from your client for this brief and final indulgence, with my client's apologies.

Thanks very much

Ray Thapar

From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Wednesday, March 5, 2025 10:27 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>;
Subject: Re: Falcon Xpress

Further to the last two sentences in my below email, the RCL limit based on the January 31 margin reporting is \$4,304,909.

Thank you,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Jeremy Nemers <<u>inemers@airdberlis.com</u>>
Sent: Tuesday, March 4, 2025 8:16 PM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Hi Ray,

I am following-up regarding my below email from two weeks ago.

We understand that further Intervening Events have occurred, including, without limitation:

- 1. insufficient funds in the account to take the \$95,000 payment that was due yesterday under the forbearance agreement (which payment, for greater certainty, was not otherwise made to RBC);
- 2. evidence of the EDC policy having been reinstated has still not been provided to RBC; and
- 3. Falcon now having borrowed in excess of its limit under the margining formula (the potential for which we flagged for you back on January 29).

This is in addition to the past Intervening Events, including, without limitation, those referenced in my below email regarding property taxes.

Furthermore, despite your previous assurances that your clients would be paying-out RBC by no later than March 7, and that you would be providing us with at least one week's notice before the payout date, we have not received any confirmation from you whatsoever on these points, and we are well within the one-week period.

At this juncture, we have been instructed to terminate the Forbearance Period, release your clients' consents from escrow and proceed with a receivership application. This is without prejudice to any other rights and remedies that RBC may have and wish to employ.

Please confirm whether you have instructions to accept service of the receivership application, which will proceed in accordance with the consents previously granted by your clients. Absent your confirmation, we will proceed to serve your clients directly. Until such time as the receivership application is adjudicated by the Court, your clients must operate within their borrowing limits. In this regard, I understand that the specific dollar limit is being confirmed by our client based on the absence of the EDC policy, and we will advise you of same once confirmed. Items in excess of this limit may be returned NSF.

Thanks,

Jeremy Nemers (he/him) Partner

T 416.865.7724

E jnemers@airdberlis.com

Aird & Berlis LLP

From: Jeremy Nemers
Sent: February 19, 2025 11:10 AM
To: Ray Thapar <<u>ray@thaparlaw.ca</u>>
Cc: Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>>
Subject: RE: Falcon Xpress

Thank you for your email.

We have discussed this matter with our client. As you know, Mayfield's failure to bring its property taxes current by February 11, 2025 constitutes an Intervening Event under the Forbearance Agreement. The seriousness of this Intervening Event is amplified by Mayfield then materially misstating the quantum of the outstanding property taxes to RBC.

Given that you have advised of your clients' refinancing commitment, and that such commitment requires the advance be drawn by March 7, 2025, RBC is prepared to wait until 12:01 a.m. on March 8, 2025 before terminating the Forbearance Period because of the aforementioned Intervening Event (provided that a further Intervening Event does not occur in the interim).

Please communicate the seriousness of this matter to your clients, and ensure that RBC is in fact indefeasibly repaid, in full, by no later than March 7, 2025. Per my earlier email, please provide us with at least one week's notice before the payout date, to ensure we have sufficient time to gather the payout numbers and prepare a payout letter.

Thank you,

Jeremy Nemers (he/him)

Partner

T 416.865.7724

E jnemers@airdberlis.com

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From: Ray Thapar <<u>ray@thaparlaw.ca</u>> Sent: February 19, 2025 7:45 AM To: Jeremy Nemers <<u>inemers@airdberlis.com</u>>; Sanjeev Mitra <<u>smitra@airdberlis.com</u>>; Calvin Horsten <<u>chorsten@airdberlis.com</u>> Subject: Re: Falcon Xpress

Good Morning Jeremy

I have had a chance to look into the discrepancy in the tax amount figures, as per your email below.

The discrepancy arose due to the fact that my client had processed a payment sometime ago to be sent to the Tax Department, that would have brough the balance to \$80,000. That cheque was not sent out. As such, the amount on the tax certificate would appear to be correct.

I have advised my client to provide me with 1 week advance notice of the payout date, which at this juncture based on the commitment letter is expected to be no later than March 7, 2025. The refinancing is going well. The lender is obtaining the reliance certificates for the appraisal and environmental reports next week.

Thanks

This is Exhibit "P" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

TAX CERTIFICATE



CERTIFIED AT

ISSUED TO

Town of Caledon 6311 Old Church Road Caledon ON L7C 1J6 (905) 584-2272 ext. 7750

Carlos Casasola ccasasola@airdberlis.com

February 13, 2025

CERTIFICATE NO REFERENCE ROLL NUMBER ASSESSED OWNER 6086 MAYFIELD INC

11479 323616 21.24.010.007.07000.0000

PROPERTY DESCRIPTION

6086 MAYFIELD RD CALEDON ALBION CON 1 PT LOT 1

PENALTY/INTEREST OF 1.250 % HAS BEEN CALCULATED AS OF THE DATE THIS CERTIFICATE IS ISSUED

Taxes currently paid via Arrears Monthly - 15th Day PAP Plan. Next withdrawal is 03/15/2025 for \$16,679.00.

TAX ARREARS

Statement showing arrears of taxes on the above lands.

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST	ARREARS OUTSTANDING
2024	110,764.39	110,788.39	12,358.05	123,146.44
2023	66,233.46	228.74	48.15	276.89
2022+	229,560.91	0.00	0.00	0.00

STATEMENT OF CURRENT TAXES

CURREN	NT LEVY	INSTALM	ENT DUE DA	TES AND AMO	DUNTS	CURRENT OUTST	ANDING
INTERIM	54,571.23	2025/03/06	27,286.23	2025/05/01	27,285.00	TAX	54,571.23
FINAL	0.00					OTHER CHARGES	0.00
SUPP/ADJ	0.00					PENALTY	0.00
TOTAL	54,571.23					TOTAL CURRENT	54,571.23

TOTAL OUTSTANDING

177,994.56

I hereby certify that the above statement shows all arrears of taxes against the above lands.

1. THIS CERTIFICATE IS VALID FOR 30 DAYS FROM DATE OF CERTIFICATION.

- 2. This Certificate does not include any arrears of Water or Hydro Service to the property not added to the tax roll at this date. Contact Hydro One 1-888-664-9376 and Region of Peel Water (905) 791-7800.
- 3. Nor does it include any direct services to the property not added to the Tax Roll at this date, such as work orders involving weed cutting charges, demolition, clean-ups etc.
- 4. Tax levy to date does not include subsequent Supplementary Tax Bills that may be levied and added under Section 33 and 34 of the Assessment Act as amended nor does it include adjustments that may be made under the Municipal Act and the Assessment Act.
- 5. Any Credit Balance appearing on this Certificate is not verified. No adjustment should be made unless the Credit Balance is a known and acknowledged overpayment.
- 6. If taxes are not paid by the due date, a penalty of 1.25% will be charged on the day following the due date. An additional 1.25% per month interest charge will be added to outstanding taxes on the first of each month.
- 7. Tax payments are applied to the account in accordance with Section 347 of the Municipal Act, 2001. Where tax accounts are in arrears, payments received are applied to outstanding penalty and interest charges first. The remainder of the payment is applied to the oldest outstanding taxes. The unpaid balance shown on the Certificate is the amount due, only if paid on or before the last working day of the month of issue.
- 8. These charges do not include Local Improvements which are proposed for which construction has not commenced or Local Improvements which have been constructed but not levied.
- 9. The information included in this Certificate is based on payments being correctly applied to the account and clearing at their Financial

Institution.

ferraro 97

For The Town Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE

CODE	DESCRIPTION	AMOUNT	EXPIRY

658

This is Exhibit "Q" referred to in the Affidavit of Mark Arnold sworn before me this 18th day of March, 2025

Commissioner for Taking Affidavits

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

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

CONSENT TO ACT AS RECEIVER

The undersigned, msi Spergel inc. ("Spergel"), hereby consents to the appointment of Spergel as receiver, without security, over all of the assets, undertakings and properties of Falcon Xpress Transportation Group Inc. ("Transportation"), Falcon Investment Group Inc. ("Investment"), 6086 Mayfield Inc. ("Mayfield"), and 2593548 Ontario Inc. ("259" and, together with Transportation, Investment and Mayfield, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof, including, without limitation, the real property municipally known as 6086 Mayfield Road, Caledon, Ontario, all pursuant to the provisions of section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

By:

Dated at Toronto, Ontario this <u>18th</u> day of March, 2025.

MSI SPERGEL INC.

Name:Mukul ManchandaTitle:Managing PartnerI have authority to bind the Corporation.

nd - FALCON XPRESS TRANSPORTATION GROUP INC. et al.

Applicant

ROYAL BANK OF CANDA

Respondents

Court File No. CV-25-00001464-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

CONSENT TO ACT AS RECEIVER

AIRD & BERLIS LLP

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Lawyers for Royal Bank of Canada

- and -

 ROYAL BANK OF CANADA
 - and FALCON XPRESS TRANSPORTATION GROUP INC., for and a constraint of the second seco

AFFIDAVIT OF MARK ARNOLD (sworn March 18, 2025)

AIRD & BERLIS LLP

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

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Lawyers for Royal Bank of Canada

TAB 5

Court File No. CV-25-00001464-0000

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

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(current as of March 20, 2025)

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	Lawyers for the Applicant

		00
N GROUP INC.		

	Mukul Manchanda Email: <u>mmanchanda@spergel.ca</u>
	Proposed Receiver
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	Jarnail Singh Sidhu Email: jarnail@falconxpress.ca
	Respondent
AND TO:	FALCON INVESTMENT GROUP INC. 17269 Airport Road Caledon East, ON L7C 2X2
	Jarnail Singh Sidhu Email: jarnail@falconxpress.ca
	Respondent
AND TO:	6086 MAYFIELD INC. 12825 Centreville Creek Road Caledon, ON L7C 3B7
	Jarnail Singh Sidhu Email: jarnail@falconxpress.ca
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AND TO:	2593548 ONTARIO INC. 12825 Centreville Creek Road Caledon, ON L7C 3B7
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	Respondent

AND TO:

MSI SPERGEL INC.

Toronto, ON M2J 5C1

200 Yorkland Boulevard. Suite 1100

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	Toronto ON M5C 2W7
	Email: <u>osbservice-bsfservice@ised-isde.gc.ca</u>
AND TO:	DEPARTMENT OF JUSTICE CANADA
	Ontario Regional Office
	120 Adelaide Street West, Suite 400
	Toronto, ON M5H 1T1
	Email: ACC DCC Tomento Tox Eigenl@instice on on
	Email: <u>AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</u>
AND TO:	HIS MAJESTY THE KING IN RIGHT OF CANADA
	as represented by Ministry of Finance
	Legal Services Branch
	Revenue Collections Branch – Insolvency Unit
	33 King Street West, P.O. Box 627
	Oshawa, ON L1H 8H5
	Email: <u>insolvency.unit@ontario.ca</u>

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AND TO:	BVD PETROLEUM INC. 130 Delta Park Boulevard Brampton, ON L6T 5E7
AND TO:	BVD EQUIPMENT FINANCE INC. 130 Delta Park Boulevard Brampton, ON L6T 5E7

AND TO:	GRAND TOURING FINANCIAL SERVICES
	230 Sweetriver Boulevard Maple, ON L6A 4V3
	Maple, ON LOA 4 V 5
AND TO:	HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE
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	347 Preston Street, 3 rd Floor
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	Brampton, ON L6T 5C5
AND TO:	INDCOM LEASING INC.
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AND TO:	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.
	102-1465 North Service Road East
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AND TO:	THE BANK OF NOVA SCOTIA
	10 Wright Boulevard
	Stratford, ON N5A 7X9
AND TO:	TD AUTO FINANCE (CANADA) INC.
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AND TO:	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
	630-401 The West Mall
	Toronto, ON M9C 5J5
AND TO:	FORD CREDIT CANADA COMPANY
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	Edmonton, AB T5J 5C7
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AND TO:	CLE CAPITAL INC.
	301-3390 South Service Road
	Burlington, ON L7N 3J5
AND TO:	DAIMLER TRUCK FINANCIAL
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AND TO:	DAIMLER TRUCK FINANCIAL SERVICES CANADA
	CORPORATION
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AND TO:	PRIME CAPITAL GROUP INC.
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ROYAL BANK OF CANADA

Applicant

- and - FALCON XPRESS TRANSPORTATION GROUP INC. et al.

Respondents

Court File No.: CV-25-00001464-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

APPLICATION RECORD – VOLUME II OF II (Returnable April 8, 2025)

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