ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

2758081 ONTARIO INC., 2524514 ONTARIO INC., JASVIR SINGH and GURTINDER SINGH SHANKER

Defendants

MOTION RECORD OF THE PLAINTIFF

(Returnable July 24, 2025)

June 9, 2025

HARRISON PENSA LLP

Barristers & Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2

Timothy C. Hogan (LSO#36553S)

Tel: 519-679-9660 Fax: 519-667-3362

Email: thogan@harrisonpensa.com

Solicitors for the Plaintiff, Royal Bank of Canada

TO: Service List

SERVICE LIST

TO: **2758081 ONTARIO INC.**

1850 Britannia Road E. Mississauga, ON L4W 1J3

Defendant

AND

TO: **2524514 ONTARIO INC.**

1569 Killarney Beach Road

Lefroy, ON LOL 4L7

Defendant

AND

TO: A&M LAWYERS PROFESSIONAL CORPORATION

13-7050A Bramalea Road, Mississauga, ON L5S 1T1

Attention: Marryam Singh
Tel: 416-635-1105 ext 103
Email: marryam@amlawyers.ca

Counsel for 2758081 Ontario Inc. and 2524514 Ontario Inc.

AND

TO: **GURTINDER SINGH SHANKER**

1 Lombardy Crescent, Brampton, ON L6S 4L7

Defendant

AND

TO: JASVIR SINGH

2 Angela Ct.

Caledon East, ON L7C 1K9

Defendant

AND

TO: MSI SPERGEL INC.

200 Yorkland Blvd., Suite 1100, Toronto, ON M2J 5C1

Attention: Mukul Manchanda

Tel: (416) 498-4314

Email: mmanchanda@spergel.ca

Proposed Receiver

AND

TO: CANADA REVENUE AGENCY

c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1

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

AND

TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF FINANCE

Revenue Collections Branch – Insolvency Unit 33 King Street W., P.O. Box 627 Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

AND

TO: TFG FINANCIAL CORPORATION

3501- 1055 Dunsmuir Street, PO Box 49215 Vancouver, BC V7X 1K8

AND

TO: NORTHPOINT COMMERCIAL FINANCE INC.

5035 South Service Road, Suite 300, Burlington, ON L7L 6M9

AND

TO: **AXIOM LEASING INC.**

4 Robert Speck Parkway, 15th Floor, Mississauga, ON L4Z 1S1

AND

TO: COAST CAPITAL EQUIPMENT FINANCE LTD.

800-9900 King George Blvd.

Surrey, BC V3T 0K7

AND

TO: CWB NATIONAL LEASING INC.

1525 Buffalo PL (2890686) Winnipeg, MB R3T 1L9

AND

TO: CLE CAPITAL INC.

3390 South Service Road, Suite 301

Burlington, ON L7N 3J5

AND

TO: MERIDIAN ONECAP CREDIT CORP.

Suite 1500- 4710 Kingsway Burnaby, BC V5H 4M2

AND

TO: 2316514 ONTARIO INC. O/A ABERFOULE TRUCK CENTER

7 Tawse Place,

Puslinch, ON N0B 2J0

AND

TO: FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING

COMPANY

Box 1800 RPO Lakeshore West, Mississauga, ON L6K 0J8

AND

TO: TPINE LEASING CAPITAL CORPORATION

6050 Dixie Road,

Mississauga, ON L5T 1A6

AND

TO: VFS CANADA INC.

238 Wellington Street, East, 3rd floor,

Aurora, ON L4G 1J5

AND

TO: CONCENTRA BANK

c/o Comm Leasing, Box 3030,

Regina, SK S4P 3G8

AND

TO: BANK OF MONTREAL

5750 Explorer Drive, 3rd Floor, Mississauga, ON L4W 0A9

AND

TO: BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

102- 1465 North Service Road East,

Caledon, ON L6H 1A7

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ONTARIO SUPERIOR COURT OF JUSTICE

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ROYAL BANK OF CANADA

Plaintiff

- and -

2758081 ONTARIO INC., 2524514 ONTARIO INC., JASVIR SINGH and GURTINDER SINGH SHANKER

Defendants

NOTICE OF MOTION

THE PLAINTIFF, Royal Bank of Canada (the "**Plaintiff**" or the "**Bank**") will make a motion to a judge.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

□In writing under subrule 37.12.1 (1) because it is <i>(insert one of</i> on consent, unopposed <i>or</i> mad without notice);
□In writing as an opposed motion under subrule 37.12.1 (4);
□In person;
□By telephone conference;
⊠By video conference.
at the following location:

On Thursday, July 24, 2025, at 10:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Brampton, Ontario, video conference details to be provided prior.

THE MOTION IS FOR:

- An Order that the time for service, filing and confirmation of the Notice of Motion and Motion Record be abridged and that this motion is properly returnable today and dispensing with further service hereof;
- 2. An order (the "Appointment Order") substantially in the form attached hereto as Schedule "A", inter alia, appointing msi Spergel inc. as Receiver ("Spergel", or the "Receiver"), without security, of all of the assets, undertakings and properties of the Respondents, 2758081 Ontario Inc. ("275") and 2524514 Ontario Inc. ("252", and together with 275, the "Debtors"), acquired for, or used in relation to a business or businesses carried on by the Debtors (as defined below);
- 3. Such further and other relief as this Honourable Court may allow.

THE GROUNDS FOR THE MOTION ARE:

The Debtors

- 275 is a corporation incorporated pursuant to the laws of Ontario, with its registered office located in Caledon, Ontario. Gurtinder Singh Shanker ("Gurtinder") and Jasvir Singh ("Jasvir") are the directors of 275, and are guarantors of the 275 Indebtedness (as defined herein) owing by 275 to the Bank.
- 252 is a corporation incorporated pursuant to the laws of Ontario, with its registered office located in Brampton, Ontario. Gurtinder is the sole director of 252 and is a guarantor of the 252 Indebtedness (as defined herein) owing by 252 to the Bank.
- 3. As detailed below, the Bank provided financing to each of the Debtors, the Debtors have guaranteed their respective obligations to the Bank, the Debtors have committed the Defaults (as defined below), the Bank has issued the Demands (as defined below), and the Bank is in a position to appoint a receiver over the assets and property of the Debtors pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the "*BIA*").

The Financing and the Bank's Security

275 Financing and Security

4. As of April 23, 2025, 275 was indebted to the Bank in the amount of \$755,150.32 plus accruing interest and the Bank's continuing costs of enforcement, including legal costs

and professional costs (the "**275 Indebtedness**") in respect of financing advanced to 275 pursuant to the terms of a Royal Bank of Canada Credit Agreement dated April 26, 2024 (the "**275 Letter Agreement**").

- 5. The credit facilities established by the 275 Letter Agreement are:
 - a. Revolving Demand Facility: in the amount of \$600,000.00, upon which the sum of \$607,152.64 was owing as at April 23, 2025;
 - b. Revolving Lease Line of Credit ("275 RLOC"): in the amount of \$500,000.00, governed by a Master Lease Agreement dated April 3, 2023, with the following leasing schedules thereunder (collectively the "275 Lease"):
 - i. Schedule number 201000073323 dated April 3, 2023: in relation to a 2021 Gincor Live Bottom Trailer costing \$95,000.00, upon which the sum of \$35,005.20 was owing as at April 23, 2025;
 - ii. Schedule number 201000074083 dated May 15, 2023: in relation to a 2015 Cobra Quad Trailer costing \$71,000.00, upon which the sum of \$6,335.46 was owing as at April 23, 2025; and
 - iii. Schedule number 201000074595 dated July 18, 2023: in relation to a 2018 Stargate Trailer costing \$50,000.00, upon which the sum of \$6,734.67 was owing as at April 23, 2025; and,
 - c. <u>Credit Card Facility:</u> to a maximum amount of \$50,000.00, upon which the sum of \$56,673.72 was owing as at April 23, 2025.
- 6. The Bank and 275 also entered into a Royal Bank of Canada Conditional Sales Contract dated October 13, 2022 (the "275 Conditional Sales Contract"), upon which the sum of \$42,922.00 was owing as at April 23, 2025.
- 7. 275 also operated a bank account with the Bank which was in overdraft in the amount of \$327.63 as at April 23, 2025 (the "Overdraft").
 - (paragraphs 5, 6, and 7 collectively, the "275 Financing")

- 8. The Bank holds, *inter alia*, the following as security under the 275 Letter Agreement:
 - a. General Security Agreement from 275 dated August 15, 2022 (the "275 GSA");
 - b. The 275 Lease;
 - c. The 275 Conditional Sales Contract; and,
 - d. Guarantee and Postponement of Claim from Jasvir and Gurtinder dated April 26, 2024, limited to the amount of \$600,000.00.

(collectively, the "275 Security").

252 Financing and Security

- 9. As of April 23, 2025, 252 was indebted to the Bank in the amount of \$364,516.73 plus accruing interest and the Bank's continuing costs of enforcement, including legal costs and professional costs (the "252 Indebtedness", and together with the 275 Indebtedness, the "Indebtedness") in respect of financing advanced to 252 pursuant to the terms of a Royal Bank of Canada Credit Agreement dated February 1, 2024 (the "252 Letter Agreement").
- 10. The credit facility established by the 252 Letter Agreement is:
 - a. Revolving Demand Facility: in the amount of \$400,000.00, upon which the sum of \$339,268.07 was owing as at April 23, 2025
 - b. Revolving Lease Line of Credit: in the amount of \$400,000.00; and
 - c. Credit Card Facility: to a maximum of \$25,000.00, upon which \$25,248.66 was owing as at April 23, 2025

(the "252 Financing", and together with the 275 Financing, the "Financing").

- 11. The Bank holds, *inter alia*, the following as security for the 252 Financing:
 - a. General Security Agreement from 252 dated December 28, 2022 (together with the 275 GSA, the "GSAs"); and,

b. Guarantee and Postponement of Claim from Gurtinder dated February 2, 2024, limited to the sum of \$425,000.00.

(collectively with the 275 Security, the "Security").

The Bank's Security Interest in the Debtors Personal Property

- 12. The Bank has registered Financing Statements against the Debtors pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the property of the Debtors secured under the GSAs.
- 13. The Personal Property Security Registration System Search Results for the Debtors confirm that the Bank has a perfected security interest in the personal property of the Debtors secured under the GSAs.

Defaults, Demands and Communications

- 14. The Debtors defaulted under the terms of the Financing as a result of, *inter alia*:
 - a. Failure to provide certain reporting as required;
 - b. Failing to make payments to the Bank as they became due and failing to keep credit facilities current;
 - c. Unauthorized overdrafts incurred by the Debtors; and
 - d. Arrears owing to the Canada Revenue Agency (the "CRA") on account of HST and Employee Source Deduction remittances and failure to provide the Bank with reporting in relation to same. The Debtors were in arrears of HST remittances to CRA in the amount of \$1,859.945.80 as at May 9, 2025, and were in arrears of Employee Source Deduction remittances to the CRA in the amount of \$37,540.95

(collectively, the "Defaults").

15. As a result of the Defaults, the Bank did deliver to the Debtors demands for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *BIA*, each dated April 24, 2025. The Bank also delivered demands to the guarantors of the Debtors, also dated April 24, 2025 (collectively, the "**Demands**").

- 16. On or about April 29, 2025, counsel for the Debtors emailed counsel for the Bank to advise that they had been retained.
- 17. From May 2, 2025 to May 13, 2025, counsel for the Debtors and counsel for the Bank corresponded regarding potential terms of forbearance and the assets of the Debtors.
- 18. All statutory notice periods in relation to the Demands have expired and the Indebtedness remains unpaid.

The Appointment of a Receiver

- 19. The Indebtedness due pursuant to the Demands has not been paid. The ten (10) day period under section 244 of the *BIA* has expired. The Bank is in a position to appoint a receiver over the assets and property of the Debtors pursuant to section 243 of the *BIA*.
- 20. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all of the personal property of the Debtors as secured by the GSAs.

The Bank's Position

- 21. The Debtors are in default of the Financing, and the Defaults continue. No further credit nor banking services are available to the Debtors.
- 22. The Debtors are insolvent, the Demands have expired, and the Bank is in a position to seek the order appointing the Receiver, pursuant to the provisions of the GSAs.
- 23. The Appointment of a Receiver is necessary in order to complete an orderly sale of the Debtors' property and apply any proceeds of such sale to the obligations of the Debtors.
- 24. The appointment of a Receiver is necessary to (i) determine the actual state of the Debtors' businesses, and (ii) if necessary, to manage the Debtors' businesses until a sale of their property can be arranged.
- 25. Further, the appointment of a Receiver will also be necessary to settle any issues of priority as between the Bank's Security and the Debtors' other creditors.

26. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtors, and the interests of the Bank, as

secured creditor, and other stakeholders.

27. The Bank proposes that Spergel be appointed as Receiver, without security, over all of

the assets, undertakings, and properties of the Debtors.

28. Spergel has consented to act as Receiver should this Honourable Court so appoint it.

29. Section 243 of the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended.

30. Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended.

31. Rule 3, 14, 38 and any other applicable Rule of the *Rules of Civil Procedure*.

32. Such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Notice of Motion and all Schedules thereto;

2. The Affidavit of Candida Hoyland, sworn May 26, 2025, and the Exhibits thereto;

3. The Consent of the Receiver; and,

4. Such further and other evidence as counsel may advise and this Honourable Court

may permit.

June 9, 2025

HARRISON PENSA LLP

Barristers & Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2

Timothy Hogan (LSO #36553S)

Tel: (519) 661-6743 Fax: (519) 667-3362

Email: thogan@harrisonpensa.com

Lawyers for the Plaintiff, Royal Bank of Canada

Schedule "A-1" – Appointment Order (Clean)

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	THURSDAY, THE 24
)	
JUSTICE)	DAY OFJULY, 2025

ROYAL BANK OF CANADA

Plaintiff

- and -

2758081 ONTARIO INC., 2524514 ONTARIO INC., JASVIR SINGH and GURTINDER SINGH SHANKER

Defendants

ORDER (Appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc., as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 2758081 Ontario., and 2524515 Ontario Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 7755 Hurontario Street, Brampton, Ontario.

ON READING the affidavit of Candida Hoyland sworn May 23, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no one else appearing,

although duly served as appears from the affidavit of service of Sydney Inghelbrecht sworn June 9, 2025 and on reading the consent of msi Spergel inc., to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

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

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$10,000.00, provided that the aggregate consideration for all such transactions does not exceed \$50,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

some consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <a href="https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-w20commercial/#Part_III_The_E-Service_List_shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be

effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors' name from the engagement list at the following URL: https://www.spergelcorporate.ca/engagements/ the following URL 'https://www.spergelcorporate.ca/engagements/.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

- 13 -

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside

Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or,

if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by

the Receiver from the Debtors' estate with such priority and at such time as this Court may

determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or

amend this Order on not less than seven (7) days' notice to the Receiver and to any other party

likely to be affected by the order sought or upon such other notice, if any, as this Court may

order.

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that msi Spergel inc.,, the receiver (the "Receiver") of the assets,
undertakings and properties 2758081 Ontario., and 2524515 Ontario Inc. acquired for, or used in
relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the
"Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the
day of, 20 (the "Order") made in an action having Court file number CV-25-
00002689-0000has received as such Receiver from the holder of this certificate (the "Lender") the
principal sum of \$, being part of the total principal sum of \$ which
the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with
interest thereon calculated and compounded [daily][monthly not in advance on the day
of each month] after the date hereof at a notional rate per annum equal to the rate of per
cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the
principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the
Order or to any further order of the Court, a charge upon the whole of the Property, in priority to
the security interests of any other person, but subject to the priority of the charges set out in the
Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself
out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at
the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating

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

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

holder of this certificate.

6.	The charge securing this certificate shall operate so as to permit the Receiver to deal with				
the Pro	operty as au	thorized by th	e Order and	as autho	rized by any further or other order of the
Court.					
7. sum in					t under any personal liability, to pay any the terms of the Order.
DATE	D the	day of	, 2	0	
				as Rec	ergel inc.,, solely in its capacity reiver of the Property, and not in its al capacity
				Per:	
				·	Name:
					Title:

Plaintiff	Defendants	Court File No. CV-25-00002689-0000
		ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT BRAMPTON, ONTARIO
		ORDER
		HARRISON PENSA LLP Barristers and Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2 Timothy Hogan (LSO #36553S)
		Tel: (519) 661-6743 Fax: (519) 667-3362 Email: thogan@harrisonpensa.com Lawyers for the Plaintiff, Royal Bank of Canada

-and-

2758081 ONTARIO INC., et al.

ROYAL BANK OF CANADA

Schedule "A-2" – Appointment Order (Blackline)

Court File No. CV-25-00002689-0000—

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE)	THURSDAY WEEKDAY, THE # 24
)	
JUSTICE)	DAY OF- <u>JULY</u> MONTH, 20 <u>25</u> YR

PLAINTIFF¹ROYAL BANK OF CANADA

Plaintiff

- and -

2758081 ONTARIO INC., 2524514 ONTARIO INC., JASVIR SINGH and GURTINDER SINGH SHANKER

Defendant Defendants

ORDER (Appointing Receiver)

THIS MOTION made by the Plaintiff² for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [RECEIVER'S NAME]msi Spergel inc., as receiver [and manager] (in such capacities, the

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

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

"Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME]-2758081 Ontario., and 2524515 Ontario Inc. (the "Debtor Debtors") acquired for, or used in relation to a business carried on by the Debtor Debtors, was heard this day at 7755 Hurontario Street, Brampton, Ontario 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [NAME]Candida Hoyland sworn [DATE]May 23, 2025 and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], the Plaintiff, no one else appearing, for [NAME] although duly served as appears from the affidavit of service of [NAME]Sydney Inghelbrecht sworn [DATE] June 9, 2025 and on reading the consent of [RECEIVER'S NAME]msi Spergel inc., to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME]msi Spergel inc., is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor Debtors acquired for, or used in relation to a business carried on by the Debtor Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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

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- to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the <u>Debtor Debtors</u>, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the <u>Debtor Debtors</u>;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the <u>Debtor Debtors</u> or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the <u>DebtorDebtors</u> and to exercise all remedies of the <u>DebtorDebtors</u> in collecting such monies, including, without limitation, to enforce any security held by the <u>DebtorDebtors</u>;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor Debtors;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the <u>Debtor Debtors</u>, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the DebtorDebtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$10,000.00————, provided that the aggregate consideration for all such transactions does not exceed \$50,000.00————; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, for section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the DebtorDebtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the <u>Debtor Debtors</u>, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the <u>Debtor Debtors</u>;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the <u>Debtor Debtors</u> may have; and

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

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. THIS COURT ORDERS that (i) the Debtor Debtors, (ii) all of theirits current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the DebtorDebtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE **DEBTORDEBTORS** OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

material respects identical to the prior use of such information by the <u>Debtor Debtors</u>, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless

otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.6

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges

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

thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

SERVICE AND NOTICE

——THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-w20commercial/#Part_III_The_E-Service_List

http://www.ontariocourts.ca/scj/practice/practice directions/toronto/e service protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors' name from the engagement list at the following URL: https://www.spergelcorporate.ca/engagements/

with the following URL '<https://www.spergelcorporate.ca/engagements/@>'.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the DebtorDebtors's creditors or other interested parties at their respective addresses as last shown on the records of the DebtorDebtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the <u>Debtor Debtors</u>.
- 28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

- 30. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the DebtorDebtors's estate with such priority and at such time as this Court may determine.
- 31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that [RECEIVER'S NAME] msi Spergel inc., the receiver (the
"Receiver") of the assets, undertakings and properties 2758081 Ontario., and 2524515 Ontario
Inc. [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the
Debtor Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order
of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the day of
, 20 (the "Order") made in an action having Court file number <u>CV-25-00002689-0000</u>
CL, has received as such Receiver from the holder of this certificate (the "Lender") the
principal sum of \$, being part of the total principal sum of \$ which
the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the day of each month] after the date hereof at a notional rate per annum equal to the rate of per cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the
principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the
Order or to any further order of the Court, a charge upon the whole of the Property, in priority to
the security interests of any other person, but subject to the priority of the charges set out in the
Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself
out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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

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

5.

- 2 -

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

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

Court.	
	rtake, and it is not under any personal liability, to pay any certificates under the terms of the Order.
DATED the day of	, 20
	[RECEIVER'S NAME] msi Spergel inc., solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

Plaintiff	Defendants	Court File No. CV-25-00002689-0000
		ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT BRAMPTON, ONTARIO
		CF89F
		HARRISON PENSA LLP Barristers and Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2
		Timothy Hogan (LSO #36553S) Tel: (519) 661-6743 Fax: (519) 667-3362 Email: thogan@harrisonpensa.com
		Lawyers for the Plaintiff, Royal Bank of Canada

-and-

2758081 ONTARIO INC., et al.

ROYAL BANK OF CANADA

Plaintiff	Defendants	Court File No. CV-25-00002689-0000
		ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT BRAMPTON, ONTARIO
		NOTICE OF MOTION
		HARRISON PENSA LLP Barristers and Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2 Timothy Hogan (LSO #36553S)
		Tel: (519) 661-6743 Fax: (519) 667-3362 Email: thogan@harrisonpensa.com Lawyers for the Plaintiff, Royal Bank of Canada

-and-

2758081 ONTARIO INC., et al.

ROYAL BANK OF CANADA

Tab 2

Court File No.CV-25-00002689-0000

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

2758081 ONTARIO INC. and 2524514 ONTARIO INC.

Defendants

AFFIDAVIT OF CANDIDA HOYLAND

(Sworn May 23, 2025)

I, Candida Hoyland, of the City of Woodstock, in the Province of Ontario, MAKE

OATH AND SAY:

I am a Senior Manager, Special Loans and Advisory Services, with the Plaintiff, Royal Bank of Canada (the "Bank"), and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

The Debtor

- 2. The Defendant, 2758081 Ontario Inc. ("275") is a corporation incorporated pursuant to the laws of Ontario, with its registered office located in Caledon, Ontario. Attached hereto and marked as Exhibit "A" is a true copy of the corporate profile search results for 275. 275 carries on business as SinghTransport.
- Gurtinder Singh Shanker ("Gurtinder") and Jasvir Singh ("Jasvir") are the directors of 275 and are guarantors of the 275 Indebtedness (as defined herein) owing by 275 to the Bank.
- 4. The Defendant, 2524514 Ontario Inc. ("**252**", and together with 275, the "**Debtors**")

is a corporation incorporated pursuant to the laws of Ontario, with its registered office located in Brampton, Ontario. Attached hereto and marked as **Exhibit "B"** is a true copy of the corporate profile search results for 252.

- 5. Gurtinder is the sole director of 252 and is a guarantor of the 252 Indebtedness (as defined herein) owing by 252 to the Bank.
- 6. The Debtors operate as a national logistics and trucking company.
- 7. The Debtors defaulted under the terms of the 275 Letter Agreement and the 252 Letter Agreement, both as defined below, as a result of:
 - a. Reporting defaults for year ending December 31, 2024;
 - Failing to make payments to the Bank as they became due and failing to keep credit facilities current;
 - c. Unauthorized overdrafts incurred by the Debtors; and
 - d. Arrears owing to the Canada Revenue Agency (the "CRA") on account of HST and Employee Source Deduction remittances and failure to provide the Bank with reporting in relation to same. The Debtors were in arrears to CRA as follows:
 - i. 275: HST remittances in the amount of \$1,859.945.80 as at May 9, 2025
 - ii. 275: Employee Source Deduction remittances to the CRA in the amount of \$37,540.95
 - iii. 252: Corporate Tax remittances of \$157,215.82 as at March 18, 2025 (collectively, the "**Defaults**").
- 8. The Bank is unwilling to provide the Debtor with any further credit or forbearance.

The Financing and The Bank's Security

275 Financing and Security

- 9. As of April 23, 2025, 275 was indebted to the Bank in the amount of \$755,150.32 plus accruing interest and the Bank's continuing costs of enforcement, including I egal costs and professional costs (the "275 Indebtedness") in respect of financin g advanced to 275 pursuant to the terms of a Royal Bank of Canada Credit Agreement dated April 26, 2024 (the "275 Letter Agreement"). Attached hereto as Exhibit "C" is a true copy of the 275 Letter Agreement.
- 10. The credit facilities established by the 275 Letter Agreement are:
 - a. Revolving Demand Facility: in the amount of \$600,000.00, upon which the sum of \$607,152.64 was owing as at April 23, 2025. Available by way of RPB based loans. Interest at RBP +2.73% per annum;
 - b. Revolving Lease Line of Credit ("275 RLOC"): in the amount of \$500,000.00. Governed by the 275 Letter Agreement and separate agreements, including the Master Lease Agreement dated April 3, 2023, with the following leasing schedules thereunder (collectively, the "275 Lease"):
 - i. <u>Leasing Schedule 201000073323</u>: in relation to a 2021 Gincor Live Bottom Trailer costing \$95,000.00, upon which the sum of \$35,005.20 was owing as at April 23, 2025;
 - ii. <u>Leasing Schedule 201000074083</u>: in relation to a 2015 Cobra Quad Trailer costing \$71,000.00, upon which the sum of \$6,335.46 was owing as at April 23, 2025; and
 - iii. <u>Leasing Schedule 201000074595</u>: in relation to a 2018 Stargate Trailer costing \$50,000.00, upon which the sum of \$6,734.67 was owing as at April 23, 2025.
 - c. <u>Credit Card Facility:</u> to a maximum amount of \$50,000.00, upon which the sum of \$56,673.72 was owing as at April 23, 2025.

- 11. The Bank and 275 also entered into a Royal Bank of Canada Conditional Sales Contract dated October 13, 2022 (the "275 Conditional Sales Contract"), upon which the sum of \$42,922.00 was owing as at April 23, 2025. Attached hereto and marked as Exhibit "D" is a true copy of the 275 Conditional Sales Contract.
- 12. 275 also operated a bank account with the Bank which was in overdraft in the amount of \$327.63 as at April 23, 2025 (the "**Overdraft**").

(Paragraphs 10, 11 and 12 collectively, the "275 Financing").

- 13. The Bank holds, *inter alia*, the following as security under the 275 Letter Agreement:
 - a. General Security Agreement from 275 dated August 15, 2022, constituting a first ranking security interest in all personal property of 275 (the "275 GSA").
 Attached hereto as Exhibit "E" is a true copy of the 275 GSA;
 - The 275 Lease. Attached hereto and marked as Exhibit "F" is a true copy of the 275 Lease;
 - c. The 275 Conditional Sales Contract. Attached hereto and marked as Exhibit"G" is a true copy fo the 275 Conditional Sales Contract; and,
 - d. Guarantee and Postponement of Claim from Jasvir and Gurtinder dated April 26, 2024, limited to the amount of \$600,000.00 (the "275 Guarantee"). Attached hereto and marked as Exhibit "H" is a true copy of the 275 Guarantee.

(collectively, the "275 Security").

252 Financing and Security

14. As of April 23, 2025, 252 was indebted to the Bank in the amount of \$364,516.73 plus accruing interest and the Bank's continuing costs of enforcement, including legal costs and professional costs (the "252 Indebtedness", and together with the 275 Indebtedness, the "Indebtedness") in respect of financing advanced to 252 pursuant to the terms of a Royal Bank of Canada Credit Agreement dated February

- 1, 2024 (the "252 Letter Agreement"). Attached hereto as Exhibit "I" is a true copy of the 252 Letter Agreement.
- 15. The credit facilities established by the 252 Letter Agreement include:
 - a. Revolving Demand Facility: in the amount of \$400,000.00, upon which the sum of \$339,268.07 was owing as at April 23, 2025
 - b. <u>Credit Card Facility</u>: to a maximum of \$25,000.00, upon which \$25,248.66 was owing as at April 23, 2025.

(the "252 Financing", and together with the 275 Financing, the "Financing").

- 16. The Bank holds, *inter alia*, the following as security for the 252 Financing:
 - a. General Security Agreement from 252 dated December 28, 2022 (the "252 GSA", and together with the 275 GSA, the "GSAs"). Attached hereto as Exhibit "J" is a true copy of the 252 GSA; and,
 - b. Guarantee and Postponement of Claim from Gurtinder dated February 2, 2024, limited to the sum of \$425,000.00 (the "252 Guarantee"). Attached hereto and marked as Exhibit "K" is a true copy of the 252 Guarantee.

(collectively with the 275 Security, the "Security").

The Bank's Security Interest in the Personal Property of the Debtors

17. The GSAs secure the following personal property of the Debtors:

1. SECURITY INTEREST

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

called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- i. all inventory of whatever kind and wherever situate;
- ii. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind:
- iii. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- iv. all lists, records and files relating to Debtor's customers, clients and patients;
- v. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- vi. all contractual rights and insurance claims;
- vii. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property");
- viii. all property described in Schedule "C" or any schedule now or hereafter annexed hereto...

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety

(hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

- 18. The Bank has registered Financing Statements as against the Debtors pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the personal property of the Debtor secured under the GSAs.
- 19. The Personal Property Security Registration System Search Results for the Debtors confirms that the Bank holds a perfected security interest in the personal property of the Debtors as secured by the GSAs. Attached hereto and marked as Exhibit "L" is a true copy of the Personal Property Security Registration System Search Results for the 275, current to May 22, 2025. Attached hereto and marked as Exhibit "M" is a true copy of the Personal Property Security Registration System Search Results for the 252, current to May 22, 2025.

Defaults and the Demands

- 20. On March 18, 2025, the Bank received the following Requirements to Pay dated March 18, 2025 (the "Requirements to Pay") issued by CRA to the Bank:
 - a. 275: in the sum of \$1,859,945.80 in relation to HST arrears; and,
 - b. 252: in the sum of \$157,215.82 in relation to Corporate Tax arrears.
 - Attached hereto and marked as **Exhibit** "N" are true copies of the Requirements to Pay.
- 21. On April 7, 2025 the Bank issued by e-mail non-tolerance letters to each of the D ebtors. Attached hereto and marked as **Exhibit "O"** is a true copy of the e-mails dated April 7, 2025and the non-tolerance letters.
- 22. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtors, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "*BIA*"), each dated April 24, 2025. The Bank also delivered demands to the guarantors of the Debtors, also dated April 24, 2025

- (collectively, the "**Demands**"). Attached hereto and marked as **Exhibit "P"** are tru e copies of the Demands and corresponding registered mail receipts.
- 23. On April 29, 2025, counsel for the Debtors emailed counsel for the Bank to advise that they had been retained. Attached hereto and marked as **Exhibit** "**Q**" is a true copy of email correspondence dated April 29, 2025.
- 24. On May 5, 2025, counsel for the Debtors emailed counsel for the Bank to inquire as to potential terms of forbearance. On May 5, 2025, counsel for the Bank emailed counsel for the Debtors to request additional information necessary for the Bank to consider any terms of forbearance. Attached hereto and marked as **Exhibit** "**R**"is a true copy of email correspondence dated May 5, 2025.
- 25. On May 8, 2025, counsel for the Bank emailed counsel for the Debtors to follow on the requested information and advise that the Bank would be bringing an application to appoint a receiver over the Debtors. Attached hereto and marked as **Exhibit "S"** is a true copy of email correspondence dated May 8, 2025.
- 26. On May 12, 2025, counsel for the Debtors emailed the Bank to provide certain requested information including a copy of the CRA account statement for 275 as at May 9, 2025, which listed \$1,859,945.80 in HST arrears and \$37,401.35 in employment source deduction arrears. Attached hereto as **Exhibit "T"** is a true copy of email correspondence dated May 12, 2025 and the CRA Account Statement of 275 as at May 9, 2025.
- 27. On May 12, 2025, counsel for the Bank emailed counsel for the Debtors to request additional information. On May 13, 2025, counsel for the Debtors emailed counsel for the Bank to request a discussion regarding forbearance. Attached hereto and marked as Exhibit "U" is a true copy of email correspondence dated May 12, 2025.
- 28. On May 20, 2025, counsel for the Bank emailed counsel for the Debtors to advise that the Debtors were in default, that the Debtors had failed to provide requested information, and that the Bank would be issuing a claim against the Debtors and move for the appointment of a receiver. Attached hereto and marked as **Exhibit** "V" is a true copy of email correspondence dated May 20, 2025.

- 29. On May 21, 2025, counsel for the Debtors emailed counsel for the Bank to request forbearance. This request was refused. Attached hereto and marked as **Exhibit** "W" is a true copy of email correspondence dated May 21, 2025 and May 22, 2025.
- 30. All statutory notice periods in relation to the Demands have expired, and the Debtors and Guarantors have failed to repay the Obligations due, despite the Demands.

The Appointment of a Receiver

- 31. The Indebtedness due pursuant to the Demands have not been paid. The Debtors are in default of the Financing.
- 32. The ten (10) day period under section 244(1) of the *BIA* has expired. The Bank is in a position to appoint a Receiver over the property of the Debtors as secured pursuant to the Security, pursuant to section 243 of the *BIA*.

Personal Property

33. Paragraph 13(a) of the GSAs grant the Bank the right to appoint a Receiver over all personal property of the Debtors, secured thereunder, as a result of the Defaults, as follows:

REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all of any part of the business of Debtor and to sell, lease, license or otherwise dispose of

or concur in selling, leasing licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- 34. The Debtors are in default of the terms of the Financing and the Indebtedness is due and payable in full.
- 35. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all personal property of the Debtors as secured by the GSAs.

The Bank's Position

- 36. The Debtors are in default of the Financing, which Defaults continues. The terms of the Security authorize the Bank to appoint a Receiver over all property of the Debtors as a result of the Defaults.
- 37. The Indebtedness due pursuant to the Demands have not been paid. All notice periods under the *BIA* have expired, and the Bank is unwilling to provide the Debtors with any further credit or forbearance.
- 38. The Debtors are insolvent, and the Bank is in a position to seek the Order Appointing the Receiver, pursuant to the provisions of the GSAs.
- 39. The Appointment of a Receiver is necessary in order to conclude a sale of the Debtors' property, and to apply the proceeds of such sale to the Debtors' obligations.
- 40. The Debtors' liquidity crisis will continue to negatively impact the Debtors' ability to service its debts, both to the Bank as senior secured creditor, as well as any other creditors. The appointment of a Receiver is necessary to (i) determine the actual

state of the Debtors business, and (ii) locate and confirm the existence of the Borrowers' assets until a sale of the Debtors' property can be arranged.

- 41. The Bank is unaware whether the Debtors' property is being properly maintained or as a result of the nature of majority of the assets being vehicles the whereabouts of same. Absent the appointment of a Receiver, the state of the Debtors' property may degrade, which will negatively impact the value of the Bank's Security. The appointment of a Receiver is necessary to ensure that the Debtors' property is maintained until a sale can be arranged.
- 42. Further, the appointment of a Receiver will also be necessary to settle any issues of priority as between the Bank's Security and the Debtors' other creditors.
- 43. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtors, and the interests of the Bank, as a secured creditor, and other stakeholders.
- 44. The Bank proposes that msi Spergel inc. ("Spergel") be appointed as Receiver, without security, over all personal property of the Debtors, as secured by the GSAs.
- 45. Spergel has consented to act as Receiver should this Honourable Court so appoint it.
- 46. This affidavit is made in support of the within motion for the appointment of Spergel as Receiver, without security, over all of the property of the Debtors, and for no other improper purpose.

Sworn or **Affirmed** before me: ☐ in person OR ☒ by video conference

by Candida Hoyland of the City of Woodstock, in the Province of Ontario, before me at the City of London in the Province of Ontario, on May 23, 2025 in accordance with <u>O. Reg. 431/20</u>, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

DocuSigned by:

Signature of Commissioner

114G2DBA1FD24F9...

Court File No.CV-25-00002689-0000

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

2758081 ONTARIO INC. and 2524514 ONTARIO INC.

Respondents

ATTACHED HERETO ARE EXHIBITS "A" TO "W"

AS REFERRED TO IN THE AFFIDAVIT OF CANDIDA HOYLAND,

SWORN BEFORE ME BY VIDEOCONFERENCE ON MAY 23, 2025.

93810EB7C36A

A Commissioner, etc.

EXHIBIT "A"



Ministry of Public and Business Service Delivery

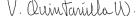
Profile Report

2758081 ONTARIO INC. as of April 09, 2025

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

Business Corporations Act
Ontario Business Corporation
2758081 ONTARIO INC.
2758081
Canada - Ontario
Active
May 29, 2020
Attention/Care of JASVIR SINGH, 3 Icefall Road, Caledon,
Ontario, L7C 3T6, Canada

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



Director/Registrar

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

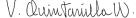
Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

NameGURTINDER SINGH SHANKERAddress for Service1 Lombardy Cres, Brampton, Ontario, L6S 4L7, CanadaResident CanadianYesDate BeganMay 29, 2020

NameJASVIR SINGHAddress for Service3 Icefall Road, Caledon, Ontario, L7C 3T6, CanadaResident CanadianYesDate BeganMay 29, 2020

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



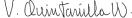
Director/Registrar

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Active Officer(s)

There are no active Officers currently on file for this corporation.

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



Director/Registrar
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Corporate Name History

Name **Effective Date** 2758081 ONTARIO INC. May 29, 2020

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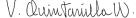


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Active Business Names

Name Business Identification Number (BIN) Registration Date Expiry Date SINGH HAULAGE 310565221 April 06, 2021 April 05, 2026

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



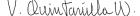
Director/Registrar

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Expired or Cancelled Business Names

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

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



Director/Registrar

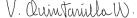
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Document List

Filing Name **Effective Date**

BCA - Articles of Incorporation May 29, 2020

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



Director/Registrar
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EXHIBIT "B"



Ministry of Public and Business Service Delivery

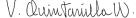
Profile Report

2524514 ONTARIO INC. as of April 09, 2025

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

Business Corporations Act
Ontario Business Corporation
2524514 ONTARIO INC.
2524514
Canada - Ontario
Active
June 23, 2016
1 Lombardy Cres, Brampton, Ontario, L6S 4L7, Canada

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



Director/Registrar

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name Address for Service Resident Canadian Date Began GURTINDER SINGH SHANKER 1 Lombardy Cres, Brampton, Ontario, L6S 4L7, Canada Yes June 23, 2016

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

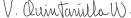


Director/Registrar

Active Officer(s)

There are no active Officers currently on file for this corporation.

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

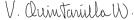


Corporate Name History

Name **Effective Date**

2524514 ONTARIO INC. June 23, 2016

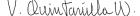
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Active Business Names

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

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

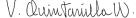


Director/Registrar

Expired or Cancelled Business Names

Name Business Identification Number (BIN) Status Registration Date Expired Date SINGH HAULAGE 300335049 Inactive - Expired March 27, 2020 March 26, 2025

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



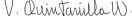
Director/Registrar

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: GURTINDER SINGH SHANKER - DIRECTOR	March 22, 2020
Annual Return - 2018 PAF: GURTINDER SINGH SHANKER - DIRECTOR	June 30, 2019
CIA - Notice of Change PAF: GURTINDER SINGH SHANKER - DIRECTOR	June 26, 2018
CIA - Notice of Change PAF: GURTINDER SINGH SHANKER - DIRECTOR	June 06, 2018
Annual Return - 2017 PAF: GURTINDE SINGH SHANKER - DIRECTOR	January 28, 2018
BCA - Articles of Incorporation	June 23, 2016

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

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



Director/Registrar

EXHIBIT "C"



DATE: April 26, 2024
SRF:
343052924

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of \$600,000.00, available by way of RBP based loans.

Minimum retained balance \$10,000.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 2.73% per annum. Interest payable monthly, in arrears, on the same day each month as determined

by the Bank.

Margined: Yes [] No [X]

Facility #2 Revolving lease line of credit in the amount of \$500,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

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

a) Credit Card to a maximum amount of \$50,000.00.

SECURITY

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

- a) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$400,000.00 signed by Jasvir Singh and Gurtinder Shanker;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$600,000.00 signed by Jasvir Singh and Gurtinder Shanker;
- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Jasvir Singh;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Gurtinder Shanker.

[®] Registered trademark of Royal Bank of Canada

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

FEES

Annual renewal fee of \$150.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Facility #1 management fee of \$125.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- b) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2025;
- c) annual chartered accountant confirmation of unfunded capex supported by the applicable calculations for the Borrower, within 90 days of each fiscal year end;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

- a) In no event will the Credit Facilities or any part thereof be available unless a satisfactory visit and inspection of the Borrower's premises, properties and assets, including any equipment financed, has been completed by the Bank, or its representatives.
- b) No Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

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

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

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

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

[®] Registered trademark of Royal Bank of Canada

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

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

STANDARD TERMS

The following standard terms have been provided to the Borrower:
[X] Form 472 (12/2022) Royal Bank of Canada Credit Agreement – Standard Terms
[] Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms
[] Form 473A (06/2021) Royal Bank of Canada Credit Agreement – RBC Covarity Terms and Condition
Form 473B (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until May 26, 2024, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per:
Title: Vice President

RBC Contact: NILESH GANDHI

/md

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 26 day of April , 20 24

2758081 ONTARIO INC.

Per: DASVIS Singh

Title: Director

Per:

Name: Gurtinder Singh Title: Director

I/We have the authority to bind the Borrower

Registered trademark of Royal Bank of Canada.

EXHIBIT "D"



Conditional Sales Contract (CC)

(Fixed or Floating Rate)

Purchaser#343052924

Conditional Sales Contract # 201000070315

Sellers Name: MERCEDES-BENZ BRAMPTON o/b COACHWORKS

AUTO INC.

Street Address: 10 COACHWORKS CRES

City: BRAMPTON

Prov: Ontario

Postal Code: L6R3Y2

GST Registration Number: QST Registration Number:

Purchasers Name: 2758081 ONTARIO INC.

Street Address: 3 ICE FALL

City: CALEDON

Postal Code: L7C4H5

Prov: Ontario

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

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Cash Price
1	New	2022	MERCEDES BENZ SPRINTER V62500 Cargo 170 VAN	W1Y4ECHY3NP443994	\$70,316.96

Equipment Location (If other than above) 3 ICE FALL CALEDON ON

Landlord Name & Address:

Cash Price (including accessories and other costs)	\$70,316.96	INSURANCE - with:		erage	required	by this	s Con	tract has	been placed
2. Trade in Allow ance (insert description of trade)	\$0.00	Insurer Name Insurer's Ado							
3. Lien (deduct)	\$0.00	Schedule of Installment Payments							
4. Subtotal of Selling Price	\$70,316.96	3 16 -4 -5 -6 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1		Amount of					
5. GST or HST (if applicable)	\$9,141.20	Installments	М			М	-	Υ	each Payment
6. Provincial Sales Tax	\$0.00	60	11	13	2022	10	13	2027	\$1,384.58
7. Cash Down Payment	\$9,141.20								Ψ1,501.50
Principal Amount to Finance ("Principal Sum")	\$70,316.96								
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$815.00								
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THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

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

<u>Payments</u> The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from October 13, 60 equal monthly installments, which include Principal and Interest, of \$1,384.58 each paid in arrears. (b) (the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on November 13, 2022 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including October 13, 2027 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and interest will be paid by the Purchaser on the Final Installment Date. Interest Rates

Fixed Rate 6.76% per annum The following provisions apply only if the Purchaser has selected a Variable Rate: Index Rate: N/A Interest Rate: N/A In this Section: (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the initial installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month. (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date. (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period. (d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest w hole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in ac cordance withits normal practice, would be prepared to offer deposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date. (e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada. (f) "Royal Bank US Prime Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency. The rate of interest on the Principal Sumoutstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each installment Date. Interest will accrue fromday to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the installment Date in respect of that interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Paymant due on any relevant installment Date. Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one. Signatories for Purchaser and Selier certify that they have the authority to execute this Contract. Contract Date: October 13, 2022 Legal Name of Seller: Legal Name of Purchaser: MERCEDES-BENZARAMPTON 0/6 COACHWORKS AUTO INC. 2758081 ONTARIO INC.

Rev 01/2021 ®Registered trademark of Royal Bank of Canada

By:

uthorized Signature and 198

Authorized Signature and Title

Authorized Signature and Title

Authorized Signature and Title

DASVIL

Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

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

TITLE

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

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

INSURANCE

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

LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT The Purchaser shall bear the risk of any theft, loss or destruction of or

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

LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind whatsoever, and shall immediately take any action which may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

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

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

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

PURCHASER'S REPRESENTATION AND WARRANTIES

The Purchaser represents and warrants that:

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

- d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents;
- e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;
- f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;
- g) there are no actions, suits or proceedings pending or to the knowledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets which, in the reasonable and

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

- h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;
- i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

INDEMNITY OF THE SELLER

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

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

10. FORESEEABLE DAMAGES

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

11. EVENTS OF DEFAULT

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

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

- (f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.
- THE SELLER'S REMEDIES ON DEFAULT
- (a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney for the Purchaser, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.
- (b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated damages and not as a penalty as follows:
- i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) if the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus
- ii) the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus
- iii) any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less
- iv) where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller. (c) If the Seller has leased the Equipment under Section 12(a), it may
- demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.
- (d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.
- (e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

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

14. WAIVER OF STATUTORY RIGHTS

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

15. GOVERNING LAW

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

BINDING EFFECT

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

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

17. INFORMATION

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

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

Assignment

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

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

Assignment to: Address:	Royal Bank of Canada (herein called the "Royal Bank") 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	Date:
The Contract accordance wone below)	is hereby assigned to Royal Bank WITH RECOURSE in vith the "Seller's Assignment and Agreement" above (check	The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
☐ 100% of OR	all payments ow ed by the Purchaser under this Contract	Seller's Name: MERCEDES-BENZ BRAMPTON O/B COACHWORKS AUTO INC. (Insert full legal Name in Capitals)
Royal Bank	or until payments have been received by	Signature & Title
Seller's Name: AUTO INC.	MERCEDES-BENZ BRAMPTON 0/6 COACHWORKS	•
Signatura & Til	y _o	

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

EXHIBIT "E"



Royal Bank of Canada General Security Agreement

SRF: 343052924

BORROWER: 2758081 ONTARIO INC.

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

1. SECURITY INTEREST

- a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
 - i) all Inventory of whatever kind and wherever situate;
 - ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - iv) all lists, records and files relating to Debtor's customers, clients and patients;
 - all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel
 Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made
 payable;
 - vi) all contractual rights and insurance claims;
 - vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
 - viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.
- b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

4. COVENANTS OF THE DEBTOR

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

- a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- b) to notify RBC promptly of:
 - i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral.
 - ii) the details of any significant acquisition of Collateral,
 - iii) the details of any claims or litigation affecting Debtor or Collateral,
 - iv) any loss or damage to Collateral,
 - v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - vi) the return to or repossession by Debtor of Collateral;
- c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trademarks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

- f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
- to deliver to RBC from time to time promptly upon request:
 - i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
 - all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
 - iii) all financial statements prepared by or for Debtor regarding Debtor's business.
 - iv) all policies and certificates of insurance relating to Collateral, and
 - v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

- a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- a) Whether or not default has occurred, Debtor authorizes RBC:
 - to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

- to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual:
- c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons; whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every

such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places; for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..
- h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

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

to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

- f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.
- h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance, and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- 1) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
 - ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
- r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the

laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
2758081 ONTARIO INC.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
3 ICEFALL RD	CALEDON	ON	L7C 3T6

IN WITNESS WHEREOF executed this \(\lambda \) day of \(\lambda \) \(\lambda \) \(\lambda \)

2758081 ONTARIO INC.

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1.	Locations of Debtor's Business Operations
	3 ICEFALL RD
	CALEDON
	ON
	CA
	L7C 3T6

- 2. Locations of Records relating to Collateral (if different from 1. above)
- 3. Locations of Collateral (if different from 1. above)

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

EXHIBIT "F"



Royal Bank of Canada Master Lease Agreement

(Common Law) Lessee No: 343052924

This Master Lease Agreement (the "Master Lease Agreement") made as of the 3rd day of April, 2023 between

ROYAL BANK OF CANADA ("Lessor")

and

2758081 ONTARIO INC. ("Lessee")

Address:

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

Lessor and Lessee agree as follows:

1. Leasing of Equipment

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

2. Payment of Equipment Cost

2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installments et out in each Leasing Schedule is referred to in Address:

3 ICE FALL CALEDON, Ontario L7C 4H5

this Lease Agreement as an "Installment". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule. In no event shall the effective interest rate payable by the Borrower under any Facility be less than zero.

4. Rent Payment

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

5. Ownership

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

6. Personal Property

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

7. License

7.1 Lessee agrees that Lessor:

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

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended byLessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

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

10. Inspection

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

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
- (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:

- i) includes Lessor (as owner) as an additional named insured, and
- ii) includes a loss payable clause in favor of Lessor;
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessoras an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall notoperate to increase the limits of the insurers' liability.
- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12 Taxes

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

13. Adverse Claims

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

14. Laws and Regulations

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

15. Alterations

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

16. Loss of Equipment

16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Instalments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

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

17. Lessee's Acknowledgements - Foreseeable Damages

- 17.1 Lessee hereby acknowledges that Lessor:
- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or unanticipated increased administrative costs. both. amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards anythird party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

- 18.1 Any of the following is an "Event of Default":
- (a) Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and In addition to any other rights or remedies

- Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule;
- take possession of all Equipment, and for that purpose magenter any premises where anyof the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable:
- (c) withoutterminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.
- 19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:
- (a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
 - i) five percent(5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- (c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- (d) any cost of disposition of the Equipment; less
- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it maydemand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.
- 19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interestin all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable byoperation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

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

22. Remedying Defaults

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

23, Indemnification

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

24. Assignment of Warranties

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

25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreementor on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32. Successors and Assigns

32.1 This Lease Agreement and each Leasing Schedule shall

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

33. Records

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

34. Offset

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

35. Remedies Cumulative

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

36. Time

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

37. Entire Transaction

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

38. No Merger in Judgment

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

39. Further Assurances/Copy of Agreement

- 39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.
- 39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

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

41. Currency

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

42. Language

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

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

43. General

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

44. Electronic Communications

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

45. Financial Information

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

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

Royal Bank of Canada ("Lessor")

per_______Funene Basolini

Eugene Basolini Head, Equipment Finance Solution Centre 2758081 ONTARIO INC. ("Lessee")

nor TACIAN





1. Equipment

Quantity

1

Make and Description

2021 Gincor Live Bottom Trailer

(Common Law) Lessee # 343052924 Lease # 201000073323

Serial Number

2G9LS5433MB105053

Royal Bank of Canada, as Lessor, hereby leases to 2758081 ONTARIO INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of April 3, 2023

Model Number

Live Bottom

0 T	Town (in so soft a)	
2. Term	Term (in months)	36
	Commencement Date of Term Termination Date of Term	April 3, 2023 April 3, 2026
3. Rental	Rental Installment, payable Monthly, in advance	\$2,917.10
	GST/HST, if any	\$379.22
	PST/QST, if any	\$0.00
	Total Monthly Rental Installment	\$3,296.32
	Other Charges (plus applicable taxes)	\$785.00
4. Option to	Option to Purchase Date	Purchase Price
Purchase	April 2, 2026	\$1.00
5. Place of Use	3 ICE FALL CALEDON Onlario L7C 4H5	
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in a been received in good condition as ordered and has been assembled operating in accordance with the manufacturers' specification. Lesse tests and inspections of the Equipment, as they have reasonably deer the foregoing. Without prejudice to the Lessee's rights against manufacturery releases and discharges the Lessor from any and all actions, of defences, setoffs, abatements and compensation now or hereinafter a Equipment, or, without limitation, any latent defect therein.	I, installed, tested, etc., applicable, and is e has made or caused to be made all such med necessary to satisfy themselves as to facturers, suppliers or other, the Lessee causes of actions, claims, de mands rights,

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

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

nave been executed on the tater of such dates. At append	sides, if any, attached to this schedule form part of the Leasing t
ROYAL BANK OF CANADA	2758081 ONTARIO INC.
per Eugene Basolini Head, Equipment Finance Solution Centre	per DASVIL SINGL
	date

Leasing Schedule



(Common Law) Lessee # 343052924 Lease # 201000074083

Royal Bank of Canada, as Lessor, hereby leases to 2758081 ONTARIO INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of April 3, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2015 Cobra Quad Trailer	Quad	2C9B2R3FXF1012879
	'	2013 Cobia Quad Italiei	Quad	2C9B2N31 A 1012079

2. Term	Term (in months)	24
	Commencement Date of Term	May 15, 2023
	Termination Date of Term	May 15, 2025
3. Rental	Rental Installment, payable Monthly, in advance	\$3,167.73
	GST/HST, if any	\$411.81
	PST/QST, if any	\$0.00
	Total Monthly Rental Installment	\$3,579.54
	Other Charges (plus applicable taxes)	\$785.00
4. Option to	Option to Purchase Date	Purchase Price
Purchase	May 14, 2025	\$1.00
5. Place of Use	3 ICE FALL CALEDON Ontario L7C 4H5	
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Sibeen received in good condition as ordered and has been assembled, operating in accordance with the manufacturers' specification. Lessee tests and inspections of the Equipment, as they have reasonably deem the foregoing. Without prejudice to the Lessee's rights against manufa hereby releases and discharges the Lessor from anyand all actions, cadefences, setoffs, abatements and compensation now or hereinafter an Equipment, or, without limitation, any latent defect therein.	installed, tested, etc., applicable, and is has made or caused to be made all such ted necessary to satisfy themselves as to acturers, suppliers or other, the Lessee auses of actions, claims, demands rights,

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

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

ROYAL BANK OF CANADA	2758081 ONTARIO INC.				
per	per SASVA Single				
Eugene Basolini Head, Equipment Finance Solution Centre					
	per				



Rental Statement

2758081 ONTARIO INC. 3 ICE FALL CALEDON, Ontario L7C 4H5

PLEASE REMIT PAYMENT TO:

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

Lease Number	Net Equipment Cost	Rental Factor
343052924 - 201000074083	\$71,000.00	0.04461
RENTAL		\$3,167.73
GST/HST *		\$411.81
PST/QST*		\$0.00
SUB TOTAL	=	\$3,579.54
ADMINISTRATION FEE		\$785.00
GST/HST *		\$102.05
PST/QST*		\$0.00
SUB TOTAL	=	\$887.05
TOTAL DUE ON May 15, 2023 (to be	e debited from your account)	\$4,466.59

^{*}Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of \$3,579.54 will be debited from your account on the 15th of each month starting **June 15, 2023** unless alternative arrangements are made with the bank.

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

2758081 ONTARIO INC.

Per: Signatory and title)

Per: _____(authorized signatoryand title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



Sublease agreement

(PPSA

THIS AGREEMENT dated May 15, 2023.

BETWEEN:

ROYAL BANK OF CANADA

a company incorporated under the laws of Canada, having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter called "RBC")

OF THE FIRST PART

- and -

2758081 ONTARIO INC.,

a company incorporated under the laws of Ontario, having its Head Office in the City of CALEDON, in the Province of Ontario (hereinafter called the "Lessee")

OF THE SECOND PART

- and -

GUZARISH TRANSPORT INC.,

a company incorporated under the laws of Ontario, having its Head Office in the City of CALEDON, in the Province of Ontario, which mailing address is 3 ICEFALL RD CALEDON ONTARIO L7C3T6, (hereinafter called the "Sublessee")

OF THE THIRD PART

WHEREAS:

- A. RBC is the Lessor under a certain lease agreement (as such may be amended, restated, supplemented or otherwise modified from time to time, hereinafter collectively called the "Lease") made as of the 15th day of May 2023, with Lessee;
- B. Lessee wishes to enter into a certain lease agreement (hereinafter called the "Sublease"), a copy of which is attached hereto as Appendix "A", with an arm's length third party (hereinafter called the "Sublessee"); and
- C. According to the terms of the Lease, Lessee must receive the consent of Lessor to sublet to Sublessee the equipment described in the said Lease (hereinafter called the "Equipment").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) now paid by the parties hereto, each to the other (receipt of which sum the parties do hereby acknowledge, each to the other) and other good and valuable consideration, the parties hereto covenant and agree as follows:

- 1. Subject to the terms of this Agreement, the Bank hereby consents to the subleasing by the Lessee to the Subleasee of the Equipment under the Sublease under the fundamental terms described in Appendix "A" hereto.
- 2. The Lessee and the Sublessee covenant and agree that any amendment to the fundamental terms of the Sublease set out in Appendix "A" hereto shall require the prior written consent of the Bank, such consent not to be unreasonably withheld. The Bank shall not be bound or prejudiced by any amendment to the fundamental terms of the Sublease set out in Appendix "A" made without the Bank's prior written consent.
- 3. Neither this consent, nor the said subletting shall release, discharge or diminish the liability of the Lessee under the Lease or in any way amend, alter, affect or waive any of the terms, conditions or provisions of the Lease or the rights and obligations of the parties thereto thereunder, all of which shall continue unchanged and in full force and effect.
- 4. The Lessee and the Sublessee represent, warrant and agree that:
 - (a) the Equipment shall be located and used at the address or permitted jurisdictions set out in Appendix "A", as applicable, and shall not be removed from that location/jurisdiction without the prior written consent of the Bank;
 - (b) as regards to the Bank, the Sublease confers on the Sublessee no right, title, option to purchase or other interest in or to the sublet Equipment, save only the right to possess and use it pursuant to the Sublease;
 - (c) the Sublessee has not paid any deposit to the Lessee under the Sublease.
- 5. The Sublessee represents and warrants that:

- (a) (if an individual) has his/her principal residence in Canada; and
- (b) (if not an individual) is incorporated or organized, and has its principal place of business, registered office and head office located in, Canada or a province or territory of Canada.
- 6. So long as the Equipment is subject to the Lease, the Equipment is and shall be and remain the sole property of the Bank, notwithstanding the Sublease or the terms thereof. Except with the Bank's prior written consent, no labels, plates or other marks may be placed or applied on the Equipment to identify its owner unless they identify the Bank as the owner and that the Equipment is the property of the Bank.
- Notwithstanding the terms of the Sublease, (and for the avoidance of doubt) none of the following rights contained in the Sublease or otherwise purported to be granted by the Lessee to the Sublessee is effective or exercisable by the Sublessee so long as the Equipment is subject to the Lease:
 - (a) any option to purchase the Equipment granted by the Lessee to the Sublessee or any other person, except with the prior written consent of the Bank; and
 - (b) any right of the Sublessee to assign the Sublease or sublet the Equipment to any other person.
- 8. If the sublet Equipment is assigned, transferred or otherwise sold by the Lessee in breach of the terms of this Agreement, until all money expressed to be payable to the Bank under the Lease shall have been fully paid and satisfied, any proceeds of sale of the sublet Equipment received by the Lessee shall be received by the Lessee in trust for the Bank and shall be paid forthwith to the Bank to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.
- 9. The Lessee shall forthwith and before putting the Sublessee in possession of the sublet Equipment provide to the Bank evidence satisfactory to the Bank that all insurance required by the terms of the Lease and the Sublease will be and remain in full force and effect and not subject to cancellation, notwithstanding the said subletting, with the Bank named as additional insured and loss payee and such endorsements in favour of the Bank as it may reasonably require (and the Lessee hereby directs and instructs the Sublessee and the Sublessee hereby agrees to name the Bank as additional insured and loss payee on all insurance policies which the Sublessee may obtain and maintain with respect to the Equipment). Sublessee agrees that such insurance will be and shall remain in full force and effect through the term of the Sublease.
- 10. The Lessee shall forthwith and before putting the Sublessee in possession of the sublet Equipment provide to the Bank:
 - (a) evidence satisfactory to the Bank that all necessary filings and registrations against the Sublessee under the Personal Property Security Act (or similar law, statute or regulation) of any province or territory where any of the Equipment may be located or the Sublessee may be resident, incorporated, otherwise formed, or where its chief executive office is located (as applicable) (collectively, the "PPSA Registrations");
 - (b) if requested by the Bank, evidence satisfactory to the Bank that it has been named as an additional secured party on any PPSA Registrations; and
 - (c) evidence satisfactory to the Bank that any necessary waivers, postponements and/or priority agreements have been obtained as the Bank may reasonably require so as to ensure that the Bank's interest in the Equipment ranks ahead of and in priority to other creditors of the Lessee and/or the Sublessee (collectively, the "Priority Agreements"). Without limiting the foregoing, to be satisfactory to the Bank, any such Priority Agreements must be binding on the successors and assigns of the Lessee.
- 11. Within five (5) days of request by the Bank, the Lessee shall provide the Bank with full and complete copies of all Priority Agreements which are then in effect, all PPSA Registrations, evidence of all insurance required pursuant to paragraph 9, written details on the location of all sublet Equipment (or the jurisdiction(s) in which such sublet Equipment can be used by the Sublessee, if applicable), and shall provide such other information regarding the Sublease, the Sublessee (including, without limitation, financial reporting) and sublet Equipment as the Bank may reasonably require. Upon request by the Bank, the Lessee and/or the Sublessee shall provide the Bank, its representatives or agents with access to its books and records relating to the Equipment for inspection or copy.
- 12. The Lessee shall at all times during said subletting require that the Sublessee refrain from any act of commission or omission inconsistent with, or in breach of, the Lessee's obligations under the Lease and shall inform the Sublessee respecting such obligations to such extent as is requisite to give effect to the foregoing. Sublessee acknowledges and confirms that it has received a copy of the Lease and reviewed the terms and conditions contained therein.

- 13. The subletting under the Sublease shall not continue for a period longer than the period remaining to the end of the term of the Lease, excluding any applicable renewal period. The Lessee and the Sublessee each acknowledges and agrees that, if the Lessee or the Sublessee remains in possession of or uses the Equipment after the expiration of the term or sooner termination of the Lease, all of the provisions of the Lease and this Agreement shall continue to apply, including the payment of rental and all other payments required, unless and until the Equipment has been surrendered to the Bank in accordance with the Lease, or the Bank has relieved the Lessee from its obligations under the Lease with respect to the Equipment.
- 14. The Lessee hereby assigns, transfers and sets over to the Bank all of its claims, rights, titles, interests and benefits under the Sublease, including, without limitation, all rent and other monies at any time and from time to time payable from the Sublessee to Lessee. As continuing security for the payment and performance of the Lessee's obligations under the Lease, the Lessee hereby grants the Bank a security interest in and to all right, title, interest and benefit of the Lessee under the Sublease, including, without limitation, all rent and other monies at any time and from time to time payable by the Sublessee to the Lessee, all PPSA Registrations and all Priority Agreements.
- The Bank shall not require the Sublessee to pay such rent and other monies to the Bank so long as the Lessee fulfils all of the Lessee's obligations under, and does not act in breach of the Lease or this Agreement. The Bank may require the Sublessee to pay such rent and other monies to the Bank if a default has occurred under the Lease or this Agreement. The Lessee hereby irrevocably appoints the Bank as its power of attorney to send such notices to the Sublessee in its name or in the name of the Bank. The. Sublessee agrees to pay all rent and other monies due and thereafter owing under the Sublease to the Bank upon its receipt of such notice. So long as rental continues to accrue under the Lease, the Bank shall apply all such rent and other monies received by it from the Sublessee against rental and other monies due or falling due under the Lease. Until all money expressed to be payable to the Bank under the Lease shall have been fully paid and satisfied, any money received by the Lessee from the Sublessee following notice to the Sublessee shall be received by the Lessee in trust for the Bank and shall be paid forthwith to the Bank to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.
- 16. The Lessee and the Sublessee each acknowledges and agrees that the Bank and its agents shall have the right to:
 - (a) inspect the Equipment, including, without limitation, as an agent of the Lessee pursuant to the Lessee's inspection rights under the Sublease; and
 - (b) remove, take possession and/or repossess the Equipment in accordance with the Bank's rights under the Lease and the Lessee's rights under the Sublease, and
 - the Sublessee hereby irrevocably consents to and authorizes the Bank to enter upon any of its premises where the Equipment is located to give effect to the foregoing.
- 17. The Bank shall have no obligation to the Sublessee to perform any of the obligations of the Lessee under the Sublessee or any other agreement between the Lessee and the Sublessee or otherwise in respect of the Equipment. The Sublessee agrees not to assert against the Bank, or any successor assign of the Bank, any claim by way of abatement, defence, set-off, compensation, counterclaim or the like which the Sublessee may have against the Lessee.
- 18. The Lessee shall notify the Bank promptly (and in any event within five days) of becoming aware of any breach or default under the Sublease. The Lessee covenants and agrees with the Bank that it will give a notice of termination of the Sublease to the Sublease on request by the Bank if (i) a default has occurred under the Lease, the Sublease or this Agreement and (ii) the Lessee is entitled to give a notice of termination of the Sublease under the terms thereof.
- 19. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties at their addresses listed on the signature pages hereto. Notices may be sent by fax, electronic mail or served personally, and in each case shall be deemed to be received on the day so transmitted by fax, electronic mail or personally delivered.
- 20. This Agreement prevails over the Sublease to the extent of any inconsistency between them.
- 21. The Lessee shall be liable for all costs, fees and disbursements relating to the publication, registration, renewal or other registrations of like nature relating to this Agreement.
- 22. This Agreement will be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein), and in the event that the parties are required to make application to court, the parties agree to be subject to the jurisdiction of the courts of the Province of Ontario.
- 23. Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other

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

24. The parties hereto have expressly requested that this Agreement and all related documents to be drawn up in English. Les parties aux présentes ont expressément requis que cette convention et tous les documents s'y rattachant soient rédigés en anglais.

[remainder of page intentionally left blank]

IN WITNESS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper signing officers duly authorized in that behalf this 15th day of May, 2023.

2758081 ONTARIO INC. LESSEE

Per Jasvin Sinh

Per And Sill

ROYAL BANK OF CANADA

Eugene Basolini

Head, Equipment Finance Solution Centre

® Registered trademark of Royal Bank of Canada

GUZARISH TRANSPORT INC. SUBLESSEE

Per: Jany Jah

<u>Cer</u>) _____





1. Equipment

Quantity

Make and Description

2018 Stargate Trailer

Lessee # 343052924 Lease # 201000074595

Serial Number

2S9DA6351JM117705

Royal Bank of Canada, as Lessor, hereby leases to 2758081 ONTARIO INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of April 3, 2023

Model Number

SDA

	· ·	
2. Term	Term (in months)	24
	Commencement Date of Term	July 5, 2023
	Termination Date of Term	July 5, 2025
3. Rental	Rental Installment, payable Monthly, in advance	\$2,244.89
	GST/HST, if any	\$291.83
	PST/QST, if any	\$0.00
	Total Monthly Rental Installment	\$2,536.72
	Other Charges (plus applicable taxes)	\$785.00
4. Option to	Option to Purchase Date	Purchase Price
Purchase	July 4, 2025	\$1.00
5. Place of Use	3 ICE FALL CALEDON Ontario L7C 4H5	
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Seen received in good condition as ordered and has been assembled, operating in accordance with the manufacturers' specification. Lessee tests and inspections of the Equipment, as they have reasonably deem the foregoing. Without prejudice to the Lessee's rights against manufacture hereby releases and discharges the Lessor from any and all actions, can defence set offs, abatements and compensation now or hereinafter at Equipment, or, without limitation, any latent defect therein.	, installed, tested, etc., applicable, and is that made or caused to be made all such ned necessary to satisfy themselves as to acturers, suppliers or other, the Lessee auses of actions, claims, demands rights,

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

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

2758081 ONTARIO INC.

ROYAL BANK OF CANADA



Rental Statement

2758081 ONTARIO INC.

3 ICE FALL CALEDON, Ontario L7C 4H5

PLEASE REMIT PAYMENT TO:

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

Lease Number	Net Equipment Cost	Rental Factor
343052924 - 201000074595	\$50,000.00	0.04489
RENTAL GST/HST * PST/QST * SUB TOTAL		\$2,244.89 \$291.83 \$0.00 \$2,536.72
ADMINISTRATION FEE GST/HST * PST/QST * SUB TOTAL		\$785.00 \$102.05 \$0.00 \$887.05
TOTAL DUE ON July 5, 2023 (to be	e debited from your account)	\$3,423.77

^{*}Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of \$2,536.72 will be debited from your account on the **5th** of each month starting **August 5**, **2023** unless alternative arrangements are made with the bank.

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

2758081 ONTARIO INC.

er: (authorized signatoryand title)

er: (authorized signatoryand title)

GST/HST/PST/QST NO. 105248165 RT0001



Sublease agreement (PPSA)

THIS AGREEMENT dated July 5, 2023.

BETWEEN:

ROYAL BANK OF CANADA.

a company incorporated under the laws of Canada, having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter called "RBC")

OF THE FIRST PART

- and -

2758081 ONTARIO INC...

a company incorporated under the laws of Ontario, having its Head Office in the City of CALEDON, in the Province of Ontario (hereinafter called the "Lessee")

OF THE SECOND PART

- and -

GUZARISH TRANSPORT INC.

a company incorporated under the laws of Ontario, having its Head Office in the City of CALEDON, in the Province of Ontario (hereinafter called the "Sublessee")

OF THE THIRD PART

WHEREAS:

- A. RBC is the Lessor under a certain lease agreement (as such may be amended, restated, supplemented or otherwise modified from time to time, hereinafter collectively called the "Lease") made as of the 5th day of July 2023, with Lessee; and
- B. The Lessee wishes to enter into a verbal lease/sublease agreement with the Sublessee, the fundamental terms of which are set out in Appendix "A" hereto (hereinafter called the "**Sublease**"); and
- C. According to the terms of the Lease, the Lessee must receive the consent of the Bank to sublet the equipment described in the Lease (hereinafter collectively called the "Equipment").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) now paid by the parties hereto, each to the other (receipt of which sum the parties do hereby acknowledge, each to the other) and other good and valuable consideration, the parties hereto covenant and agree as follows:

- 1. Subject to the terms of this Agreement, the Bank hereby consents to the subleasing by the Lessee to the Sublessee of the Equipment under the Sublease under the fundamental terms described in Appendix "A" hereto.
- 2. The Lessee and the Sublessee covenant and agree that any amendment to the fundamental terms of the Sublease set out in Appendix "A" hereto shall require the prior written consent of the Bank, such consent not to be unreasonably withheld. The Bank shall not be bound or prejudiced by any amendment to the fundamental terms of the Sublease set out in Appendix "A" made without the Bank's prior written consent.
- 3. Neither this consent, nor the said subletting shall release, discharge or diminish the liability of the Lessee under the Lease or in any way amend, alter, affect or waive any of the terms, conditions or provisions of the Lease or the rights and obligations of the parties thereto thereunder, all of which shall continue unchanged and in full force and effect.
- 4. The Lessee and the Sublessee represent, warrant and agree that:

- (a) the Equipment shall be located and used at the address or permitted jurisdictions set out in Appendix "A", as applicable, and shall not be removed from that location/jurisdiction without the prior written consent of the Bank:
- (b) as regards to the Bank, the Sublease confers on the Sublessee no right, title, option to purchase or other interest in or to the sublet Equipment, save only the right to possess and use it pursuant to the Sublease;
- (c) the Sublessee has not paid any deposit to the Lessee under the Sublease.
- 5. The Sublessee represents and warrants that:
 - (a) (if an individual) has his/her principal residence in Canada; and
 - (b) (if not an individual) is incorporated or organized, and has its principal place of business, registered office and head office located in, Canada or a province or territory of Canada.
- 6. So long as the Equipment is subject to the Lease, the Equipment is and shall be and remain the sole property of the Bank, notwithstanding the Sublease or the terms thereof. Except with the Bank's prior written consent, no labels, plates or other marks may be placed or applied on the Equipment to identify its owner unless they identify the Bank as the owner and that the Equipment is the property of the Bank.
- 7. Notwithstanding the terms of the Sublease, (and for the avoidance of doubt) none of the following rights contained in the Sublease or otherwise purported to be granted by the Lessee to the Sublessee is effective or exercisable by the Sublessee so long as the Equipment is subject to the Lease:
 - (a) any option to purchase the Equipment granted by the Lessee to the Sublessee or any other person, except with the prior written consent of the Bank; and
 - (b) any right of the Sublessee to assign the Sublease or sublet the Equipment to any other person.
- 8. If the sublet Equipment is assigned, transferred or otherwise sold by the Lessee in breach of the terms of this Agreement, until all money expressed to be payable to the Bank under the Lease shall have been fully paid and satisfied, any proceeds of sale of the sublet Equipment received by the Lessee shall be received by the Lessee in trust for the Bank and shall be paid forthwith to the Bank to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.
- 9. The Lessee shall forthwith and before putting the Sublessee in possession of the sublet Equipment provide to the Bank evidence satisfactory to the Bank that all insurance required by the terms of the Lease and the Sublease will be and remain in full force and effect and not subject to cancellation, notwithstanding the said subletting, with the Bank named as additional insured and loss payee and such endorsements in favour of the Bank as it may reasonably require (and the Lessee hereby directs and instructs the Sublessee and the Sublessee hereby agrees to name the Bank as additional insured and loss payee on all insurance policies which the Sublessee may obtain and maintain with respect to the Equipment). Sublessee agrees that such insurance will be and shall remain in full force and effect through the term of the Sublease.
- 10. The Lessee shall forthwith and before putting the Sublessee in possession of the sublet Equipment provide to the Bank:
 - evidence satisfactory to the Bank that all necessary filings and registrations against the Sublessee under the *Personal Property Security Act* (or similar law, statute or regulation) of any province or territory where any of the Equipment may be located or the Sublessee may be resident, incorporated, otherwise formed, or where its chief executive office is located (as applicable) (collectively, the "**PPSA Registrations**");
 - (b) if requested by the Bank, evidence satisfactory to the Bank that it has been named as an additional secured party on any PPSA Registrations; and
 - (c) evidence satisfactory to the Bank that any necessary waivers, postponements and/or priority agreements have been obtained as the Bank may reasonably require so as to ensure that the Bank's interest in the Equipment ranks ahead of and in priority to other creditors of the Lessee and/or the Sublessee (collectively,

the "**Priority Agreements**"). Without limiting the foregoing, to be satisfactory to the Bank, any such Priority Agreements must be binding on the successors and assigns of the Lessee.

- 11. Within five (5) days of request by the Bank, the Lessee shall provide the Bank with full and complete copies of all Priority Agreements which are then in effect, all PPSA Registrations, evidence of all insurance required pursuant to paragraph 9, written details on the location of all sublet Equipment (or the jurisdiction(s) in which such sublet Equipment can be used by the Sublessee, if applicable), and shall provide such other information regarding the Sublease, the Sublessee (including, without limitation, financial reporting) and sublet Equipment as the Bank may reasonably require. Upon request by the Bank, the Lessee and/or the Sublessee shall provide the Bank, its representatives or agents with access to its books and records relating to the Equipment for inspection or copy.
- 12. The Lessee shall at all times during said subletting require that the Sublessee refrain from any act of commission or omission inconsistent with, or in breach of, the Lessee's obligations under the Lease and shall inform the Sublessee respecting such obligations to such extent as is requisite to give effect to the foregoing. Sublessee acknowledges and confirms that it has received a copy of the Lease and reviewed the terms and conditions contained therein.
- 13. The subletting under the Sublease shall not continue for a period longer than the period remaining to the end of the term of the Lease, excluding any applicable renewal period. The Lessee and the Sublessee each acknowledges and agrees that, if the Lessee or the Sublessee remains in possession of or uses the Equipment after the expiration of the term or sooner termination of the Lease, all of the provisions of the Lease and this Agreement shall continue to apply, including the payment of rental and all other payments required, unless and until the Equipment has been surrendered to the Bank in accordance with the Lease, or the Bank has relieved the Lessee from its obligations under the Lease with respect to the Equipment.
- 14. The Lessee hereby assigns, transfers and sets over to the Bank all of its claims, rights, titles, interests and benefits under the Sublease, including, without limitation, all rent and other monies at any time and from time to time payable from the Sublessee to Lessee. As continuing security for the payment and performance of the Lessee's obligations under the Lease, the Lessee hereby grants the Bank a security interest in and to all right, title, interest and benefit of the Lessee under the Sublease, including, without limitation, all rent and other monies at any time and from time to time payable by the Sublessee to the Lessee, all PPSA Registrations and all Priority Agreements.
- 15. The Bank shall not require the Sublessee to pay such rent and other monies to the Bank so long as the Lessee fulfils all of the Lessee's obligations under, and does not act in breach of the Lease or this Agreement. The Bank may require the Sublessee to pay such rent and other monies to the Bank and may deliver written notice to the Sublessee to pay such rent and other monies to the Bank if a default has occurred under the Lease or this Agreement. The Lessee hereby irrevocably appoints the Bank as its power of attorney to send such notices to the Sublessee in its name or in the name of the Bank. The. Sublessee agrees to pay all rent and other monies due and thereafter owing under the Sublease to the Bank upon its receipt of such notice. So long as rental continues to accrue under the Lease, the Bank shall apply all such rent and other monies received by it from the Sublessee against rental and other monies due or falling due under the Lease. Until all money expressed to be payable to the Bank under the Lease shall have been fully paid and satisfied, any money received by the Lessee from the Sublessee following notice to the Sublessee shall be received by the Lessee in trust for the Bank and shall be paid forthwith to the Bank to be applied against or held as security for payment of, money expressed to be payable from time to time under the Lease.
- 16. The Lessee and the Sublessee each acknowledges and agrees that the Bank and its agents shall have the right to:
 - (a) inspect the Equipment, including, without limitation, as an agent of the Lessee pursuant to the Lessee's inspection rights under the Sublease; and
 - (b) remove, take possession and/or repossess the Equipment in accordance with the Bank's rights under the Lease and the Lessee's rights under the Sublease, and
 - the Sublessee hereby irrevocably consents to and authorizes the Bank to enter upon any of its premises where the Equipment is located to give effect to the foregoing.
- 17. The Bank shall have no obligation to the Sublessee to perform any of the obligations of the Lessee under the Sublease or any other agreement between the Lessee and the Sublessee or otherwise in respect of the Equipment. The Sublessee agrees not to assert against the Bank, or any successor assign of the Bank, any claim by way of abatement, defence, set-off, compensation, counterclaim or the like which the Sublessee may have against the

Lessee.

- 18. The Lessee shall notify the Bank promptly (and in any event within five days) of becoming aware of any breach or default under the Sublease. The Lessee covenants and agrees with the Bank that it will give a notice of termination of the Sublease to the Sublessee on request by the Bank if (i) a default has occurred under the Lease, the Sublease or this Agreement and (ii) the Lessee is entitled to give a notice of termination of the Sublease under the terms thereof.
- 19. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties at their addresses listed on the signature pages hereto. Notices may be sent by fax, electronic mail or served personally, and in each case shall be deemed to be received on the day so transmitted by fax, electronic mail or personally delivered.
- 20. This Agreement prevails over the Sublease to the extent of any inconsistency between them.
- 21. The Lessee shall be liable for all costs, fees and disbursements relating to the publication, registration, renewal or other registrations of like nature relating to this Agreement.
- 22. This Agreement will be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein), and in the event that the parties are required to make application to court, the parties agree to be subject to the jurisdiction of the courts of the Province of Ontario.
- 23. Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee and Sublessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee and Sublessee, even if the Electronic Communication was not actually by or from Lessee, Sublessee or a person representing Lessee and Sublessee or differs in any way from any previous Electronic Communication. Lessee and Sublessee shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee and Sublessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee and Sublessee waive any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.
- 24. The parties hereto have expressly requested that this Agreement and all related documents to be drawn up in English. Les parties aux présentes ont expressément requis que cette convention et tous les documents s'y rattachant soient rédigés en anglais.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper signing officers duly authorized in that behalf this 5th day of July, 2023.

2758081 ONTARIO INC.

® Registered trademark of Royal Bank of Canada

APPENDIX A

FUNDAMENTAL TERMS OF SUBLEASE

Equipment Information.	2010 Storrete SDA Trailer
Equipment Information:	2018 Stargate SDA Trailer
(include quantity, make, description &	VIN: 2S9DA6351JM117705
serial number)	
Term	
Term of Lease (in months):	24 months
Term Commencement Date:	5 JULY, 202 <u>3</u>
Termination Date of Term:	5 <u>JULY</u> , 202 <u>5</u>
Payment Terms	
Frequency of Payments (monthly,	mo <u>nthly</u>
quarterly, other):	2244.00
Leasing Payments:	\$ 2244.89
HST/GST (if any)	\$_291.83
Total Leasing Payment:	\$ <u>2536.7</u> 2
Other Charges (if any):	\$_785.00
Place/Jurisdiction of Use:	3 ICEFALL CALEDON Ontario L7C <u>4H5</u>
Insurance:	Sublessee shall maintain all insurance required by the terms of the Lease, with the
	Bank named as additional insured and loss payee and such endorsements in favour
	of the Bank as it may reasonably require.
Events of Default:	Any of the following is an "Event of Default" under the Sublease:
	a. failure by Sublessee to pay any rent or other amount when due;
	b. failure by Sublessee to perform any of its obligations under the Sublease
	or this Agreement;
	c. the bankruptcy or insolvency of Sublessee, the filing against Sublessee
	of a petition in bankruptcy, the making of an authorized assignment for the
	benefit of creditors by Sublessee, the appointment of a receiver or trustee for
	Sublessee or for any assets of Sublessee or the institution by or against
	Sublessee of any other type of insolvency proceeding under the Bankruptcy
	and Insolvency Act or otherwise, or the institution by or against Sublessee of
	any formal or informal proceedings for the dissolution or liquidation of,
	settlement of, claim against or winding up of affairs of Sublessee;
	d. the amalgamation of Sublessee with another corporation or corporations,
	or continuation of Sublessee under a statute other than the statute under which
	it exists at the date of execution of this Agreement;
	e. if any adverse claim becomes enforceable against Sublessee affecting
	or against any Equipment;
	f. the occurrence of an Event of Default (as defined in the Lease).
	If an Event of Default occurs, Lessee may, without notice to Sublessee, (i) take
	possession of all Equipment, and for that purpose may enter any premises where
	any of the Equipment is located, (ii) terminate the Sublease, (iii) sell, lease or
	otherwise dispose of Equipment for such consideration and upon such terms and
	conditions as it considers reasonable. Without limiting any of the foregoing, Lessee
	has the right in the name of and as the irrevocably appointed agent and attorney of
	Sublessee, to lease any item of the Equipment to any other person upon such
	terms and conditions, for such rental and for such period of time as Lessee may
	deem reasonable, without terminating or being deemed to have terminated the
	Sublease, and to receive that rental and hold and apply it against any amount
	owing by Sublessee to Lessee under the Sublease. All of these rights are without
	prejudice to Lessee's other rights and recourses against Sublessee, at law or in
	equity.
	1 admit).

EXHIBIT "G"



Conditional Sales Contract (CC)

(Fixed or Floating Rate)

Purchaser#343052924

Conditional Sales Contract # 201000070315

Sellers Name: MERCEDES-BENZ BRAMPTON o/b COACHWORKS

AUTO INC.

Street Address: 10 COACHWORKS CRES

City: BRAMPTON

Prov: Ontario

Postal Code: L6R3Y2

GST Registration Number: QST Registration Number: Purchasers Name: 2758081 ONTARIO INC.

Street Address: 3 ICE FALL

City: CALEDON

Postal Code: L7C4H5

Prov: Ontario

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

Description of Equipment and Terms of Sale

Quantity	New or Used	Model Year	Trade Name (Make) and Model	Serial No. / Engine No.	Cash Price
1	New	2022	MERCEDES BENZ SPRINTER V62500 Cargo 170 VAN	W1Y4ECHY3NP443994	\$70,316.96

Equipment Location (If other than above) 3 ICE FALL CALEDON ON

Landlord Name & Address:

Cash Price (including accessories and other costs)	\$70,316.96	INSURANCE - with:		erage	required	by this	Con	tract has	been placed
Trade in Allow ance (insert description of trade)	\$0.00	Insurer Name Insurer's Ado							
3. Lien (deduct)	\$0.00	_	S	chedu	le of Inst	allme	nt Pay	ments	———— <u>—</u>
4. Subtotal of Selling Price	\$70,316.96	No. of	Fro	m (inc	lusive)	Ti	o (Inc	lusive)	Amount of
5. GST or HST (if applicable)	\$9,141.20	Installments	М	Ď	Y	М	D	γ each Payment	
6. Provincial Sales Tax	\$0.00	60	11	13	2022	10	13	2027	\$1,384.58
7. Cash Down Payment	\$9,141.20								Ψ1,501.50
8. Principal Amount to Finance ("Principal Sum")	\$70,316.96					ĺ		i	
Fees Due to Royal Bank (From Purchaser and Payable upon Assignment from Seller)	\$815.00								
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THE PURCHASER AND SELLER AGREE TO THE PROVISIONS OF THIS CONTRACT AS SET OUT ABOVE AND ON THE FOLLOWING FOUR PAGES, TOGETHER WITH THE PROVISIONS OF ALL SCHEDULES AND EXHIBITS (IF ANY) ATTACHED TO THIS CONTRACT. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

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

<u>Payments</u> The Purchaser promises to pay to the Seller the Principal Sum (from line 8 in the box above), together with interest as follows: Principal Sum, with interest thereon at the rate per annum marked below by the Purchaser ("Interest"), computed from October 13, 60 equal monthly installments, which include Principal and Interest, of \$1,384.58 each paid in arrears. (b) (the "Contract Payments" and each a "Contract Payment"), in each case subject to adjustment as set out below, on November 13, 2022 ("Initial Installment Date") and on the last day of each Adjustment Period (each, an "Installment Date") to and including October 13, 2027 ("Final Installment Date"). Other unpaid amounts owing under this Contract, if any, and the balance of the Principal Sum and interest will be paid by the Purchaser on the Final Installment Date. Interest Rates

Fixed Rate 6.76% per annum The following provisions apply only if the Purchaser has selected a Variable Rate: Index Rate: N/A Interest Rate: N/A In this Section: (a) "Adjustment Period" means equal consecutive monthly periods, starting on the date the Principal Sum is advanced by the Seller and with the first Adjustment Period ending on the initial installment Date, provided that if there is no numerically corresponding day in the calendar month in which any Adjustment Period is to end, that Adjustment Period shall end on the last day in that calendar month. (b) "CDOR" means, with respect to each Adjustment Period, the annual rate of interest quoted as the Canadian Dealer Offered Rate for a period equal to the Adjustment Period, as quoted on the CDOR page of Reuters' Monitor Service at or about 10:15 a.m. (Toronto time) on the Interest Determination Date. (c) "Interest Determination Date" means, with respect to any Adjustment Period, the date which is two (2) banking days in Toronto (and, in the case of LIBOR or Royal Bank US Prime Rate, New York) before the first day of that Adjustment Period. (d) "LIBOR" means, with respect to each Adjustment Period, the annual rate of interest (rounded upwards, if necessary, to the nearest w hole multiple of one sixteenth of one percent (1/16th%), at which the Royal Bank of Canada, in ac cordance withits normal practice, would be prepared to offer deposits to leading banks in the London Interbank Market for delivery on the first day of each of such Adjustment Period, for a period equal to each such Adjustment Period, such deposits being in Canadian currency of comparable amounts to be outstanding during such Adjustment Period, at or about 10:00 a.m. (Toronto time) on the Interest Determination Date. (e) "Royal Bank Prime" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the Interest Determination Date as a reference rate for determining interest rates on Canadian dollar commercial loans made in Canadian currency in Canada. (f) "Royal Bank US Prime Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time and in effect at or about 10:00 a.m. (Toronto time) on the interest Determination Date as a reference rate for determining interest rates on US dollar commercial loans made in US currency. The rate of interest on the Principal Sumoutstanding for each Adjustment Period is the Interest Rate. The Purchaser will pay accrued interest on the Principal Sum on each installment Date. Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. Purchaser acknowledges that the amount of each of the Contract Payments indicated above has been established on the basis of the Index Rate as at the date of this Contract. If the Index Rate on any Interest Determination Date is different from the Index Rate as at the date of this Contract, the Contract Payment due on the installment Date in respect of that interest Determination Date will be adjusted to reflect the interest accrued during that Adjustment Period (the amount of such adjustment being the "Adjustment Amount"). On the installment Date, Royal Bank shall credit or debit, as the case may be, the Adjustment Amount (together with any additional applicable taxes or reduction therein) to Purchaser's account at Royal Bank. The Adjustment Amount is an adjustment to the Contract Paymant due on any relevant installment Date. Purchaser may upon payment of a conversion fee, if not in default under the Contract, and upon minimum notice of ten business days to Royal Bank, require Royal Bank to fix the amount of each Contract Payment for the remainder of the duration of the Contract at an amount equal to the contract payment then being charged by Royal Bank for fixed rate conditional sales contracts for a similar class of equipment for the number of years remaining in the duration of the Contract, rounded upwards to the nearest whole multiple of one. Signatories for Purchaser and Selier certify that they have the authority to execute this Contract. Contract Date: October 13, 2022 Legal Name of Seller: Legal Name of Purchaser: MERCEDES-BENZARAMPTON 0/6 COACHWORKS AUTO INC. 2758081 ONTARIO INC.

Rev 01/2021 ®Registered trademark of Royal Bank of Canada

By:

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Authorized Signature and Title

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Authorized Signature and Title

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Conditions of Sale

ASSIGNMENT TO ROYAL BANK OF CANADA

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

TITLE

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

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

INSURANCE

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

LOSS, DESTRUCTION OR DAMAGE TO EQUIPMENT The Purchaser shall bear the risk of any theft, loss or destruction of or

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

LAWS, REGULATIONS, NON-WAIVERS, ETC.

The Purchaser shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind whatsoever, and shall immediately take any action which may be necessary to release and discharge any of those claims. The Purchaser shall, at its sole expense, pay all license or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are assessed against either the Purchaser or the Seller with respect to any Principal Sum in addition to the Goods and Services Tax, Harmonized Sales Tax and the Provincial Sales Tax shown in this Contract, the Purchaser shall pay those additional taxes. The Purchaser shall not transfer, assign, lease or part with possession of any item of the Equipment, or its interest in this Contract, or allow any one else to use the Equipment, without the written consent of the Seller, not to be unreasonably withheld. The Purchaser shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Purchaser will obtain all necessary licences, permits and permissions required for the use of the Equipment. The Purchaser will have sole possession, management and control of the Equipment, provided that this will not limit any rights of the Seller if the Purchaser fails to perform any of its obligations under this Contract. This Contract may only be amended by an agreement in writing between the Seller and the Purchaser. If the Seller fails to exercise or delays exercising any of its rights under this Contract, that failure or delay shall not operate as a waiver of the right.

EXCLUSION OF REPRESENTATIONS AND WARRANTIES

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

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

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

PURCHASER'S REPRESENTATION AND WARRANTIES

The Purchaser represents and warrants that:

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

- d) if a corporation, it is duly incorporated and existing in good standing under the laws of its jurisdiction of incorporation, and Purchaser has the power, corporate or otherwise, to enter into this Contract and all related documents;
- e) this Contract has been duly authorized by all necessary action, corporate or otherwise, on the part of the Purchaser, has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding, agreement of the Purchaser;
- f) the execution, delivery or performance of this Contract does not and will not result in the breach of, constitute a default under, contravene any provision of or result in the creation of any lien on or in any property or assets of Purchaser, pursuant to Purchaser's constating documents (if any) or any agreement, indenture, or other instrument to which it is a party or by which Purchaser or any of its property or assets may be bound;
- g) there are no actions, suits or proceedings pending or to the knowledge of the Purchaser, threatened in any court or tribunal or before any competent authority against the Purchaser or any of its property or assets which, in the reasonable and

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

- h) if more than one Purchaser executes this Contract, the obligation of each Purchaser hereunder shall be joint and several and;
- i) Purchaser will provide to Royal Bank from time to time such information about the Purchaser and their business as Royal Bank shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or

for the Purchaser regarding their business.

INDEMNITY OF THE SELLER

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

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

10. FORESEEABLE DAMAGES

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

11. EVENTS OF DEFAULT

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

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

- (f) A change that is, in the Seller's opinion, a material adverse change, in the business, financial condition or ownership of the Purchaser.
- THE SELLER'S REMEDIES ON DEFAULT
- (a) If an Event of Default occurs, the Seller may without notice to the Purchaser take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. The Seller may sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney for the Purchaser, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as the Seller may deem reasonable, without terminating or being deemed to have terminated this Contract, and to receive that rental and hold and apply it against any obligations of the Purchaser to the Seller under this Contract. All of these rights are without prejudice to the Seller's other rights and recourse under this Contract, at law or in equity.
- (b) If an Event of Default occurs, then whether or not the Seller has taken possession of the Equipment, the Purchaser shall pay to the Seller on demand, an amount determined as a genuine pre-estimate of liquidated damages and not as a penalty as follows:
- i) an amount (the "Loss Value") equal to (a) If the interest rate is fixed, the Present Value of all unpaid amounts due or to become due hereunder as installments or otherwise, calculated by discounting such amounts using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance, or (b) if the interest rate is variable, the Principal Sum outstanding, plus 1) all accrued and unpaid interest and 2) an amount equal to 120 days interest on the principal sum outstanding at the interest rate in effect on the date of default.; plus
- ii) the amount of any Foreseeable Damages suffered or sustained by the Seller and not recovered pursuant to subparagraph (i); plus
- iii) any costs, including legal costs, of the Seller in demanding payment under this Contract and repossessing, repairing and disposing of the Equipment; less
- iv) where the Seller has taken possession and disposed of any Equipment, any net proceeds of the disposal actually received by the Seller. (c) If the Seller has leased the Equipment under Section 12(a), it may
- demand payment under Section 12(b), and account to the Purchaser for the proceeds of that leasing as and when the Seller receives them.
- (d) The Purchaser waives all claims for damages against the Seller, its assignees or agents arising out of the repossession, voluntary surrender, removal or disposal of the Equipment.
- (e) If the Seller has not taken possession of the Equipment, and the Purchaser pays the Seller the amount determined under Section 12(b), then the Seller will convey all of its right, title and interest in the Equipment under this Contract to the Purchaser, on a "where-is, as-is" basis without any representation or warranty except as to the Seller's right to convey the Equipment to the Purchaser.

13. SUCCESSORS AND ASSIGNS

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

14. WAIVER OF STATUTORY RIGHTS

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

15. GOVERNING LAW

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

BINDING EFFECT

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

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

17. INFORMATION

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

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

Assignment

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

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

Assignment to: Address:	Royal Bank of Canada (herein called the "Royal Bank") 5575 North Service Road, Suite 300, Burlington, Ontario L7L 6M1	Date:
The Contract accordance wone below)	is hereby assigned to Royal Bank WITH RECOURSE in vith the "Seller's Assignment and Agreement" above (check	The Contract is hereby assigned to Royal Bank WITHOUT RECOURSE in accordance with the "Seller's Assignment and Agreement" above.
☐ 100% of OR	all payments ow ed by the Purchaser under this Contract	Seller's Name: MERCEDES-BENZ BRAMPTON O/B COACHWORKS AUTO INC. (Insert full legal Name in Capitals)
Royal Bank	or until payments have been received by	Signature & Title
Seller's Name: AUTO INC.	MERCEDES-BENZ BRAMPTON 0/6 COACHWORKS	•
Signatura & Til	y _o	

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

EXHIBIT "H"



Royal Bank of Canada Guarantee and Postponement of Claim

SRF: 343052924

BORROWER: 2758081 ONTARIO INC.

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

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 2758081 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$600,000.00 Six Hundred Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

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

EXECUTED this 26 day of April 2024.

WITNESS WAY WOLF SING

ASVIR SINGH

WITNESS WHEN SING

GURTINDER SHANKER

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

	Full name and address
GURTINDER SHANKER	1569 KILLARNEY BEACH ROAD , LEFROY ONTARIO. L0L1W0

Full name and address		
JASVIR SINGH	2 ANGELA CT , CALEDON EAST ONTARIO. L7C1K9	

EXHIBIT "I"



FORM 460 (Rev 04/2023) O

ROYAL BANK OF CANADA CREDIT AGREEMENT	DATE: February 1, 2024	
BORROWER:	SRF:	
2524514 ONTARIO INC.	343008934	
ADDRESS (Street, City/Town, Province, Postal Code)		
1569 KILLARNEY BEACH ROAD		
LEFROY, ON LOL 1W0		

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of \$400,000.00, available by way of RBP based loans. Minimum retained balance \$25,000.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 2.73% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Margined: Yes [] No [X]

Facility #2 Revolving lease line of credit in the amount of \$400,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

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

a) Credit Card to a maximum amount of \$25,000.00.

SECURITY

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

- a) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$175,000.00 signed by Gurtinder Shanker;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$425,000.00 signed by Gurtinder Shanker;
- c) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Gurtinder Shanker.

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

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FEES

Facility #1 management fee of \$125.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end:
- b) annual compilation engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- c) biennial personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2025;
- d) annual list of Lenable Accounts Payable including monies due to Owner-Operators, Contract Carriers, Brokers and all Parties Protected by Deemed Trust Legislation for the Borrower, within 90 days of each fiscal year end;
- e) annual Detailed Leased/Financed Equipment listing for the Borrower, within 90 days of each fiscal year end;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

a) No Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

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

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

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

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

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

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

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time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.
STANDARD TERMS The following standard terms have been provided to the Borrower: [X] Form 472 (12/2022) Royal Bank of Canada Credit Agreement – Standard Terms [] Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms [] Form 473A (06/2021) Royal Bank of Canada Credit Agreement – RBC Covarity Terms and Conditions [] Form 473B (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms
ACCEPTANCE This Agreement is open for acceptance until March 2, 2024, after which date it will be null and void, unless extended by the Bank in its sole discretion.
Per: Title: Vice President
RBC Contact: NILESH GANDHI
/eo
CONFIRMATION & ACCEPTANCE The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.
Confirmed, accepted and agreed this 2 nd day of february, 20 <u>24</u> .
2524514 ONTARIO INC.

Gurtin der Singh shanker Director Name: Title:

Per: __ Name:

Title:

I/We have the authority to bind the Borrower

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EXHIBIT "J"



Royal Bank of Canada General Security Agreement

SRF: 343008934

BORROWER: 2524514 ONTARIO INC.

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

1. SECURITY INTEREST

- a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
 - i) all Inventory of whatever kind and wherever situate;
 - ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - iv) all lists, records and files relating to Debtor's customers, clients and patients;
 - all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - vi) all contractual rights and insurance claims;
 - vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
 - viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.
- b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

4. COVENANTS OF THE DEBTOR

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

- a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- b) to notify RBC promptly of:
 - any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
 - ii) the details of any significant acquisition of Collateral,
 - iii) the details of any claims or litigation affecting Debtor or Collateral,
 - iv) any loss or damage to Collateral,
 - v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
 - vi) the return to or repossession by Debtor of Collateral;
- c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trademarks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

- f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;
- g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
- i) to deliver to RBC from time to time promptly upon request:
 - any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
 - ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
 - iii) all financial statements prepared by or for Debtor regarding Debtor's business,
 - iv) all policies and certificates of insurance relating to Collateral, and
 - v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

- a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- a) Whether or not default has occurred, Debtor authorizes RBC:
 - to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

- ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

- a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every

such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..
- h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

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

to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

- f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.
- h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.
- i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.
- k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- I) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
 - ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
- r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the

laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
2524514 ONTARIO INC.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
1569 KILLARNEY BEACH ROAD	LEFROY	ON	LOL 1WO

IN WITNESS WHEREOF executed this 28th day of December, 2022.

2524514 ONTARIO INC.

Seal

Seal

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1.	Locations of Debtor's Business Operations 1569 KILLARNEY BEACH ROAD
	LEFROY
	ÖÑ
	CA
	LÕĹ/1ŴŎ,
2.	Locations of Records relating to Collateral (if different from 1, above)

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

EXHIBIT "K"



Royal Bank of Canada Guarantee and Postponement of Claim

SRF: 343008934

BORROWER: 2524514 ONTARIO INC.

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

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 2524514 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$425,000.00 Four Hundred Twenty-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

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

EXECUTED this 200 day of February, 2024

WITNESS

GURTINDER SHANKER

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

Full name and address

Crushinder Shanker

1569 Killamey beach Road, Letroy, ON. LOLIWO

EXHIBIT "L"

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS



A Service Provider under Contract with the Ministry of Government Services

Prepared for: Harrison Pensa LLP - Olivia Rajsp

Reference: 206970

Docket:

Search ID: 1030320

Date Processed: 22 May 2025

Report Type: PPSA Electronic Response Search Conducted on: 2758081 ONTARIO INC.

Search Type: Business Debtor

DISCLAIMER:

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

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PAGE: 1

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY SEARCH RESPONSE

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

RUN NUMBER : 142

RUN DATE : 2025/05/22

ID : 20250522155605.67

ENOUIRY NUMBER 20250522155605.67 CONTAINS 78 PAGE(S), 24 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 ENOUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

HARRISON PENSA LLP - OLIVIA RAJSP 1101 - 130 DUFFERIN AVE. LONDON ON N6A 4K3

CONTINUED...

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 514310778

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES UNDER FILING SCHEDULE NUMBER PERIOD

001 1 20250318 1334 7036 2586 R RSLA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME SINGH HAULAGE ONTARIO CORPORATION NO.

3 ICE FALL RD L7C 3T6 0.4ADDRESS BRAMPTON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME 2758081 ONT INC

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICE FALL RD ON L7C 3T6 BRAMPTON

0.8 2316514 ONTARIO INC. O/A ABERFOYLE TRUCK CENTER SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 7 TAWSE PLACE PUSLINCH ON NOB 2J0

COLLATERAL CLASSIFICATION

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

10 X 3500

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 PETERBILT 367 CUMMINS ISX 1XPTD40X3ND782623

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING 2316514 ONTARIO INC. O/A ABERFOYLE TRUCK CENTER

AGENT

17 NOB 2J0 ADDRESS 7 TAWSE PLACE PUSLINCH ON

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

CONTINUED... 3

3

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PAGE: 3 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

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

FILE NUMBER

0.0 501208362

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

SCHEDULE FILING NO. OF PAGES NUMBER UNDER PERIOD 001 1 20231214 0848 1532 1142 P PPSA 0.2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

ADDRESS 3 ICEFALL ROAD ON L7C3T6 CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 FORD F150 1FTEW1EP9PKF62008

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE :

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION REGISTERED CAUTION PAGE TOTAL MOTOR VEHICLE

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

001 1 01 20250403 1145 1532 3505

FILE NUMBER 501208362 21 RECORD

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

C DISCHARGE FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 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 D + H LIMITED PARTNERSHIP REGISTERING AGENT OR

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

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 5

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 501153633

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE UNDER FILING NUMBER PERIOD 0.2

001 1 20231212 1248 1532 5778 P PPSA 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICEFALL ROAD ON L7C3T6 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ONL6K 0J8

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 FORD F150 1FTEW1EP8PKF62131

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PAGE: 6 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 794978361

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 4 20230705 1435 15 UNDER PERIOD 20230705 1435 1532 7571 P PPSA 001 4 0.2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICE FALL CALEDON VILLAGE ON ADDRESS L7C4H5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME GUZARISH TRANSPORT INC.

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICE FALL CALEDON ON L7C4H5

ROYAL BANK OF CANADA SECURED PARTY /

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

X X 10 X

YEAR MAKE MODEL V.I.N.

MOTOR 2018 STARGATE 11 SDA 2S9DA6351JM117705

12 VEHICLE

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000074595. 13 GENERAL

EOUIPMENT DESCRIPTION, 2018 STARGATE TRAILER VIN. 2S9DA6351JM117705. 14 COLLATERAL

DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, 15

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 7

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 794978361

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

002 4 20230705 1435 1532 7571 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND GENERAL

14 COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED...

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 142 REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 8

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

: 21MAY 2025

FILE NUMBER

0.0 794978361

FILE CURRENCY

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 4 20230705 1435 1532 7571 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 LIMITATION, MONEY, CHEOUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GENERAL

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE 14 COLLATERAL

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

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 9

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

794978361

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 004 4 20230705 1435 1532 7571

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

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

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 10

20230515 1558 4085 7126 P PPSA

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 10

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 793317078

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE UNDER NUMBER PERIOD

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

001 5

ONTARIO CORPORATION NO.

04 3 ICE FALL CALEDON ON L7C4H5 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME GUZARISH TRANSPORT INC.

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICE FALL CALEDON ON L7C4H5

0.8 ROYAL BANK OF CANADA SECURED PARTY /

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

MOTOR 2015 COBRA 11 OUAD 2C9B2R3FXF1012879

12 VEHICLE

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000074083.

EQUIPMENT DESCRIPTION, 2015 COBRA QUAD TRAILER VIN. 14 COLLATERAL

DESCRIPTION 15 2C9B2R3FXF1012879 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

CONTINUED... 11

0.2

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 11

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

RUN NUMBER : 142

00 793317078

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20230515 1558 4085 7126

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY

14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 12

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 12

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

RUN NUMBER : 142

00 793317078

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20230515 1558 4085 7126

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

14 COLLATERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

15 DESCRIPTION CHEOUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 13

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 13

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC. FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 793317078

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.045 20230515 1558 4085 7126 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF 14 COLLATERAL

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

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 14

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 793317078

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

005 5 20230515 1558 4085 7126 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME

0.3

BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

14 COLLATERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.

15 DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PAGE: 15

INITIAL SURNAME

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION REGISTERED CAUTION PAGE TOTAL MOTOR VEHICLE

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

FIRST GIVEN NAME

001 1 20250502 1614 1532 8675 01

FILE NUMBER 793317078 21 RECORD

REFERENCED RENEWAL CORRECT

> PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

B RENEWAL 1

23 REFERENCE

DEBTOR / BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 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 D + H LIMITED PARTNERSHIP REGISTERING AGENT OR

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

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 16

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792026298

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 4 20230403 1311 15 UNDER PERIOD 001 4 20230403 1311 1532 2669 P PPSA 03

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

0.4ADDRESS 3 ICE FALL CALEDON ON L7C4H5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 GINCOR LIVE BOTTOM 2G9LS5433MB105053

12 VEHICLE

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000073323. 13 GENERAL

EQUIPMENT DESCRIPTION, 2021 GINCOR LIVE BOTTOM TRAILER VIN. 14 COLLATERAL

DESCRIPTION 2G9LS5433MB105053 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, 15

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 17

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792026298

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

002 4 20230403 1311 1532 2669 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

YEAR MAKE

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

10

MODEL

11 MOTOR

12 VEHICLE

13 ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS GENERAL

COLLATERAL 14 THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

15 DESCRIPTION FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

REGISTERING

AGENT

17 ADDRESS

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

V.I.N.

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 18

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

: 21MAY 2025

FILE NUMBER

0.0 792026298

FILE CURRENCY

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 4 20230403 1311 1532 2669 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 LIMITATION, MONEY, CHEOUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GENERAL

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE 14 COLLATERAL

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

REGISTERING

AGENT

17 ADDRESS

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

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 19

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792026298

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

004 4 20230403 1311 1532 2669 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

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

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

REGISTERING

AGENT

17 ADDRESS

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

20 CONTINUED...

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2.0

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

001 1 01 20230517 1002 1532 8004

FILE NUMBER 792026298 21 RECORD

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

OTHER CHANGE

26 REASON/ ADDING SUBLESSEE

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME GUZARISH TRANSPORT INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 3 ICE FALL CALEDON ONL7C 4H5

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 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 D + H LIMITED PARTNERSHIP REGISTERING AGENT OR

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

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 21

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792028062

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER UNDER FILING PERIOD 1.0

001 5 20230403 1318 1532 2819 P PPSA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 0.3 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 3 ICE FALL ON L7C4H5 ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AS PER MASTER LEASE AGREEMENT DATED APRIL 03RD 2023. TOGETHER WITH

14 COLLATERAL ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR

15 DESCRIPTION AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 142 REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 22

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC. FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792028062

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

002 5 20230403 1318 1532 2819 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND GENERAL

IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY COLLATERAL 14

15 DESCRIPTION OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

REGISTERING

AGENT

17 ADDRESS

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

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 23

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792028062

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 5 20230403 1318 1532 2819 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

COLLATERAL DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR 14

15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 24

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2.4

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC. FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792028062

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

004 5 20230403 1318 1532 2819 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR 14 COLLATERAL

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

REGISTERING

AGENT

17 ADDRESS

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

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 25

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 792028062

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER SCHEDULE NUMBER PERIOD

005 5 20230403 1318 1532 2819 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 26

RUN NUMBER : 142 RUN DATE : 2025/05/22 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 26

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790123248

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER
001 1 20230120 1553 506 UNDER FILING PERIOD 20230120 1553 5064 5133 P PPSA 001 1 0.5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL ROAD ON L7C 3T6 CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 X X 175495

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 FREIGHTLINER 122SD 3AKJGNDR0MDML7119

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

RUN NUMBER : 142 RUN DATE : 2025/05/22 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 27

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 790123329

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER
001 1 20230120 1556 506 UNDER FILING PERIOD 20230120 1556 5064 5138 P PPSA 001 1 0.5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL ROAD ON L7C 3T6 CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 X 80692

YEAR MAKE MODEL V.I.N.

TRI AXLE ALUMINUM T 1E1D2S381LR070649 11 MOTOR 2020 EAST

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 28

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 787666302

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES UNDER FILING SCHEDULE NUMBER PERIOD 001 4 20221018 1521 4085 7556 P PPSA 0.5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICE FALL ON 0.4ADDRESS CALEDON L7C4H5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 MERCEDES BENZ 2500 CARGO 170 W1Y4ECHY3NP443994

12 VEHICLE

2022 MERCEDES BENZ 2500 CARGO 170 W1Y4ECHY3NP443994 AS PER 13 GENERAL

CONDITIONAL SALES CONTRACT # 201000070315 TOGETHER WITH ALL 14 COLLATERAL

15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 29

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 787666302

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 4 20221018 1521 4085 7556

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

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 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

14 COLLATERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

15 DESCRIPTION OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEOUES, DEPOSITS

16 REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 30

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 4 20221018 1521 4085 7556

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

14 COLLATERAL OTHER PAYMENTS ARISING FROM THE FINANCING OF THE COLLATERAL, CHATTEL

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

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 31

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 31

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

: 21MAY 2025

FILE NUMBER

0.0 787666302

FILE CURRENCY

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.044 20221018 1521 4085 7556 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER 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 RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

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

15 DESCRIPTION COLLATERAL.

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 32

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 786056409

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

01 004 20220823 1426 8077 3543 P PPSA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICE FALL ON L7C2H1 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 VFS CANADA INC. SECURED PARTY /

LIEN CLAIMANT

238 WELLINGTON ST. E. 3RD FLR. AURORA 09 ADDRESS ONL4G 1J5

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER 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 2023 MACK GR64B 1M2GR4GC4PM034145

12 VEHICLE

13 GENERAL 2023 MACK GR64B S/N 1M2GR4GC4PM034145 C/W STEERABLE LIFT, 20FT

CAN AM BOX S/N?. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER 14 COLLATERAL

DESCRIPTION 15 WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 M8Z 1T5 ADDRESS 1551 THE OUEENSWAY TORONTO ON

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

CONTINUED... 33

6

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 33

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 786056409

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.2 004 20220823 1426 8077 3543 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED,

INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL 14 COLLATERAL

15 GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 34

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 34

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 786056409

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 004 20220823 1426 8077 3543

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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 INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

14 COLLATERAL SECURITY ACT) AND INSURANCE PROCEEDS

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 35

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 35

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

786056409

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 004 20220823 1426 8077 3543

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

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

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 36

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 36

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 003 20220824 1433 8077 3571 P PPSA 01

786056409 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/ AMEND GENERAL COLLATERAL

27 DESCRIPTION

28

08

10

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

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL

11 MOTOR

12 VEHICLE

13 GENERAL 2023 MACK GR64B S/N 1M2GR4GC4PM034145 C/W STEERABLE LIFT, 20FT

14 COLLATERAL CAN AM BOX S/N TRAD-SO-D2-50222. THE SERIAL NUMBER GOODS DESCRIBED

DESCRIPTION 15 ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACOUIRED PARTS, ACCESSIONS,

REGISTERING AGENT OR REGISTRY = RECOVERY INC. 16

17 ADDRESS 1551 THE QUEENSWAY TORONTO ONM8Z 1T5 SECURED PARTY/

LIEN CLAIMANT

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

V.I.N.

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

INITIAL SURNAME

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 37

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

0.2 003 20220824 1433 8077 3571 P PPSA 01

786056409 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > FIRST GIVEN NAME

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

23 REFERENCE

24 DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 **ADDRESS**

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

12

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

VEHICLE

13 GENERAL COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE

14 COLLATERAL INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO.

DESCRIPTION PROCEEDS? ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS 15

REGISTERING AGENT OR REGISTRY = RECOVERY INC. 16

17 ADDRESS ON M8Z 1T5 SECURED PARTY/ 1551 THE QUEENSWAY TORONTO

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 38

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 0.3 003 20220824 1433 8077 3571 P PPSA 01

786056409 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME 2758081 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 OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL

14 COLLATERAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

15 DESCRIPTION

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.

17 ONM8Z 1T5 SECURED PARTY/ ADDRESS 1551 THE QUEENSWAY TORONTO

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 39

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 785958426

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

01 004 20220819 1017 8077 3440 P PPSA 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICE FALL ON L7C2H1 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 VFS CANADA INC. SECURED PARTY /

LIEN CLAIMANT

238 WELLINGTON ST. E. 3RD FLR. AURORA 09 ADDRESS ONL4G 1J5

COLLATERAL CLASSIFICATION

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

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2023 MACK GRANITE 64B 1M2GR4GC1PM031753

12 VEHICLE

13 GENERAL 2023 MACK GRANITE 64B S/N 1M2GR4GC1PM031753 C/W STEERABLE

LIFT, 20 FT CAN AM BOX S/N TRAD-SO-D2-50218. THE SERIAL NUMBER GOODS 14 COLLATERAL

15 DESCRIPTION DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS,

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 M8Z 1T5 ADDRESS 1551 THE OUEENSWAY TORONTO ON

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

CONTINUED... 40

REPORT : P

6

TROVINCE OF OWIA

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 40

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785958426

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 004 20220819 1017 8077 3440

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

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 ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT

14 COLLATERAL MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME,

15 DESCRIPTION THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY,

16 REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 41

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 785958426

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.3 004 20220819 1017 8077 3440 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

BUSINESS NAME 0.3 NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN GENERAL

THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS 14 COLLATERAL

15 DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 42

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 785958426

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 04 004 20220819 1017 8077 3440

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EOUIPMENT 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. ***

CONTINUED... 43

RUN NUMBER : 142 RUN DATE : 2025/05/22 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 43

ENOUIRY SEARCH RESPONSE ID : 20250522155605.67

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 785765916

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20220812 1539 153 UNDER PERIOD 20220812 1539 1532 6943 P PPSA 001 1 0.5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL RD CALEDON ON L7C3T6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

NAME BUSINESS NAME 06

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 $\mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X} \qquad \qquad \mathsf{X}$

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 44

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 784621737

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

SCHEDULE NUMBER FILING NO. OF PAGES UNDER PERIOD 001 1 20220705 1657 5064 2277 P PPSA 0.4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 3 ICEFALL RD ON L7C 3T6 ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 x 53934

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 DODGE RAM 1C6SRFLTXKN869189

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

RUN NUMBER : 142 RUN DATE : 2025/05/22 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 45

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 784452303

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20220629 1459 506 UNDER PERIOD 20220629 1459 5064 8753 P PPSA 001 1 03 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL RD ON L7C 3T6 CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 X 49995

YEAR MAKE MODEL V.I.N.

11 MOTOR 2012 COBRA 3 AXLE DUMP TRAILER 2C9B2R4E0C1012617

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 46

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 784030383

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20220616 1023 506 UNDER PERIOD 20220616 1023 5064 0439 P PPSA 001 1 0.6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

ADDRESS 3 ICEFALL RD ON L7C 3T6 0.4CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

COLLATERAL CLASSIFICATION

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

10 X 266443

MODEL YEAR MAKE V.I.N.

11 MOTOR 2022 KENWORTH T-800B 1NKDX4TXXNR999080

12 VEHICLE

13 CANAM DUMP BOX SNO. 0921SHD0717 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

RUN NUMBER : 142 RUN DATE : 2025/05/22 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 47

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 783675945

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER
001 1 20220606 0945 506 UNDER PERIOD 20220606 0945 5064 3835 P PPSA 001 1 0.6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL RD ON L7C 3T6 CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 X 118404

MODEL YEAR MAKE V.I.N.

TRI-AXLE ALUMINUM F 2S9DA5357NM119720 11 MOTOR 2022 STARGATE

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

PROVINCE OF ONTAI

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 48

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

782890407

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20220511 1522 1793 8364 P PPSA 6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

01

03 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL ROAD CALEDON ON L7C3T6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME GUZARISH TRANSPORT INC.

ONTARIO CORPORATION NO.

07 ADDRESS 49 COULTHARD BLVD CAMBRIDGE ON N1R2E7

08 SECURED PARTY / CONCENTRA BANK

LIEN CLAIMANT

09 ADDRESS C/O COMM LEASING, BOX 3030 REGINA SK S4P3G8

COLLATERAL CLASSIFICATION

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

10 x x x

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 PETERBILT 567 1NPCX4TX5ND784063

12 VEHICLE

13 GENERAL COMES WITH 1 - GIN-COR STEEL BIBEAU DUMP BOX, SERIAL NUMBER B-30744-1

14 COLLATERAL PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER,

15 DESCRIPTION INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

16 REGISTERING CONCENTRA BANK

AGENT

ADDRESS C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA SK S4P3G8

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 49

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

FILE CURRENCY : 21MAY 2025

00 782890407

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 3 20220511 1522 1793 8364

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

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 INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR

14 COLLATERAL INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT,

15 DESCRIPTION RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

16 REGISTERING

AGENT

17 ADDRESS

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

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 50

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 782890407

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES UNDER PERIOD SCHEDULE NUMBER

003 3 20220511 1522 1793 8364 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL CLASSIFICATION - EOUIPMENT

14 COLLATERAL

15 DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 51

PROVINCE OF ONTAR

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 51

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 782841132

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20220510 1306 1902 8967 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

01

03 NAME BUSINESS NAME 2758081 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL ROAD CALEDON ON L7C 3T6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 11NOV1989 GURTINDER S SHANKER

06 NAME BUSINESS NAME

07 ADDRESS 29 LOWES HILL CIRCLE CALEDON ON L7C 4H5

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 PETERBILT 567 1NPCX4TX2ND784067

12 VEHICLE

13 GENERAL TRUCK(S), 2022 PETERBILT 567 TRUCK(S) TOGETHER WITH ALL ATTACHMENTS

14 COLLATERAL ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND

15 DESCRIPTION IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

CONTINUED... 52

ONTARIO CORPORATION NO.

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 52

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

RUN NUMBER : 142

00 782841132

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 3 20220510 1306 1902 8967

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME GUZARISH TRANSPORT INC

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL ROAD CALEDON ON L7C 3T6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A

14 COLLATERAL RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR

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

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 53

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 53

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 782841132

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

003 3 20220510 1306 1902 8967 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 54

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 54

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

001 1 20241119 1818 5064 4668 01

FILE NUMBER 782841132 21 RECORD

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC

TRANSFEROR

25 OTHER CHANGE

26 REASON/ ADD DEBTOR 2524514 ONTARIO INC. (3 ICEFALL ROAD, CALEDON, ON,

27 DESCRIPTION L7C3T6)

02/

28

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 DEBTOR/

03/ TRANSFEREE BUSINESS NAME 2524514 ONTARIO INC.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 3 ICEFALL ROAD ONL7C 3T6 CALEDON

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

10

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 ESC CORPORATE SERVICES LTD. REGISTERING AGENT OR

17 445 KING STREET WEST, SUITE 400 ONM5V 1K4 SECURED PARTY/ ADDRESS TORONTO

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 55

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 782737452

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD 001 3 20220506 1056 1902 8116 P PPSA 0.6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

01

BUSINESS NAME 0.3 NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICEFALL ROAD ON L7C 3T6 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME GUZARISH TRANSPORT INC.

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICEFALL ROAD CALEDON ON L7C 3T6

0.8 COAST CAPITAL EQUIPMENT FINANCE LTD. SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 PETERBILT 567 1NPCX4TXXND784074

12 VEHICLE

13 GENERAL ONE (1) NEW 2022 PETERBILT 567 S/N 1NPCX4TXXND784074 C/W GINCOR 20'

BIBEAU STEEL DUMP BOX B-28831-1 TOGETHER WITH ALL ATTACHMENTS, 14 COLLATERAL

15 DESCRIPTION ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN NUMBER : 142 REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 56

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 782737452

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

002 3 20220506 1056 1902 8116 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME S SHANKER

DEBTOR 11NOV1989 GURTINDER

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

29 LOWES HILL CIR ONL7C 4H5 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR 18NOV1984 JASVIR SINGH

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICEFALL ROAD CALEDON ONL7C 3T6

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER 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 IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

14 COLLATERAL OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR

15 DESCRIPTION PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

REGISTERING

AGENT

17 ADDRESS

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 57

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 782737452

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 3 20220506 1056 1902 8116

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

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 OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

14 COLLATERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 58

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 001 3 20241002 1755 5064 3393

21 RECORD FILE NUMBER 782737452

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 2758081 ONTARIO INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/ ADD DEBTOR LEGEND TRUCKLINES LTD. (29 AMARYLLYIS DR, BRAMPTON, ON,

27 DESCRIPTION L7A0M3) ADD DEBTOR PRABHJOT S NAHAL (29 AMARYLLYIS DR, BRAMPTON,

ON, L7AOM3) (DOB 1989-03-06) ADD DEBTOR KARANVIR SHERGILL (3

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME LEGEND TRUCKLINES LTD.

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 29 AMARYLLYIS DR BRAMPTON ON L7A 0M3

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR ESC CORPORATE SERVICES LTD.

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

LIEN CLAIMANT

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

CONTINUED... 59

REPORT : P

5.8

PAGE :

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 59

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 002 3 20241002 1755 5064 3393

21 RECORD FILE NUMBER 782737452

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/ GOSFIELD DR, BRAMPTON, ON, L6R3S6) (DOB 1994-11-24)

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/ 06MAR1989 PRABHJOT S NAHAL

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 29 AMARYLLYIS DR BRAMPTON ON L7A 0M3

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

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 60

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED

FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 003 3 20241002 1755 5064 3393

21 RECORD FILE NUMBER 782737452

REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/ 24NOV1994 KARANVIR SHERGILL

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS 3 GOSFIELD DR BRAMPTON ON L6R 3S6

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ರಿಗಳ

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

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 61

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 781424397

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES SCHEDULE NUMBER UNDER FILING PERIOD 20220325 1219 1901 2339 P PPSA 001 1 0.6 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 3 ICEFALL ROAD ON L7C 3T6 ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / TPINE LEASING CAPITAL CORPORATION

LIEN CLAIMANT

ON L5T 1A6 09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA

COLLATERAL CLASSIFICATION

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

10 X X 218495

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 KENWORTH T-800 1XKDD40X3KJ997913

12 VEHICLE 2019 STARGATE SDA 2S9DA635XKM118420

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

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

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

CONTINUED... 62

PROVINCE OF ONIAR

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 62

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778374756

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 003 20211119 1429 8077 4150 P PPSA

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICE FALL CALEDON ON L7C2H1

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / VFS CANADA INC.

LIEN CLAIMANT

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

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 MACK ANTHEM 64T SLEEPER 1M1AN4GY4NM027128

12 VEHICLE

13 GENERAL THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL

14 COLLATERAL PRESENT AND AFTER-ACOUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

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

16 REGISTERING REGISTRY = RECOVERY INC.

AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 63

6

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 63

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 778374756

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

0.2 003 20211119 1429 8077 4150 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, 14 COLLATERAL

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

REGISTERING

AGENT

17 ADDRESS

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

64 CONTINUED...

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 64

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778374756

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 003 20211119 1429 8077 4150

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE
MODEL
V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL INSURANCE PROCEEDS

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 65

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 65

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED FILING NO. OF PAGES SCHEDULE NUMBER UNDER 01 003 20211126 1028 8077 4450 P PPSA

778374756 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

01

DEBTOR/ BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

25 OTHER CHANGE

26 REASON/ AMEND GENERAL COLLATERAL

27 DESCRIPTION

28

08

10

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

09 ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 2022 MACK ANTHEM 64T SLEEPER S/N 1M1AN4GY4NM027128 C/W WET

14 COLLATERAL LINE KIT. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER

DESCRIPTION WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, 15

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.

17 ADDRESS ONM8Z 1T5 SECURED PARTY/ 1551 THE QUEENSWAY TORONTO

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 66

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

0.2 003 20211126 1028 8077 4450 P PPSA 01

778374756 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

DEBTOR / BUSINESS NAME 2758081 ONTARIO INC.

TRANSFEROR

OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

0.5 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

COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT 14 COLLATERAL MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO

DESCRIPTION 15 TIME, THERETO. PROCEEDS? ALL GOODS, CHATTEL PAPER, INVESTMENT

REGISTERING AGENT OR REGISTRY = RECOVERY INC. 16

17 ADDRESS 1551 THE QUEENSWAY ON M8Z 1T5 SECURED PARTY/ TORONTO

LIEN CLAIMANT

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

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 67

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

0.3 003 20211126 1028 8077 4450 P PPSA 01

778374756 21 RECORD FILE NUMBER

> REFERENCED RENEWAL CORRECT

> > PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

A AMENDMENT INITIAL SURNAME

FIRST GIVEN NAME 23 REFERENCE

DEBTOR / BUSINESS NAME 2758081 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

10

09 **ADDRESS**

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES

14 COLLATERAL (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

15 DESCRIPTION INSURANCE PROCEEDS

16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.

17 ADDRESS ONM8Z 1T5 SECURED PARTY/ 1551 THE QUEENSWAY TORONTO

LIEN CLAIMANT

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

THOUTHOU OF ONTE

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 68

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773173917

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 5 20210604 1506 1901 7943 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

01

03 NAME BUSINESS NAME PALAHI TRUCKLINE INC.

ONTARIO CORPORATION NO.

04 ADDRESS 62 HIGHLAND TERR BRADFORD ON L3Z 3E8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 18NOV1984 JASVIR SINGH

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICEFALL RD CALEDON ON L7C 3T6

08 SECURED PARTY / BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

LIEN CLAIMANT

09 ADDRESS 102-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7

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 03JUN2027

YEAR MAKE MODEL V.I.N.

11 MOTOR 2022 PETERBILT 367 1XPTD40XXND782621

12 VEHICLE

13 GENERAL PURSUANT TO LEASE AGREEMENT 50014769, ALL PRESENT AND FUTURE

14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50014769 TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 69

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 69

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 773173917

> CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

002 5 20210604 1506 1901 7943 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

0.3 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

3 ICEFALL RD ONL7C 3T6 0.4ADDRESS CALEDON

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR 06JUL1982 NARINDER SINGH

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 62 HIGHLAND TERR BRADFORD ONL3Z 3E8

0.8 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF CONSUMER 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 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 70

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 70

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

BUSINESS NAME

FILE NUMBER

RUN NUMBER : 142

00 773173917

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 003 5 20210604 1506 1901 7943

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

06

03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

NAME

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL EOUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,

14 COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

15 DESCRIPTION TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 71

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 71

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 773173917

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.045 20210604 1506 1901 7943 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR GENERAL

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

15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 72

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 72

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 773173917

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

005 5 20210604 1506 1901 7943 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

MOTOR VEHICLE AMOUNT DATE OF NO FIXED CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 2022 PETERBILT 367 TRUCK

14 COLLATERAL

15 DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 73

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RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : F
RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 73

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 771972381

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 5 20210428 1204 1901 7823 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2758081 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 3 ICEFALL RD CALEDON ON L7C 3T6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 18NOV1984 JASVIR SINGH

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 3 ICEFALL RD CALEDON ON L7C 3T6

08 SECURED PARTY / BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

LIEN CLAIMANT

09 ADDRESS 102-1465 NORTH SERVICE RD E OAKVILLE ON L6H 1A7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EOUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X 27APR2026

YEAR MAKE MODEL V.I.N.

11 MOTOR 2016 KENWORTH T800 1NKDXPTX9GJ980829

12 VEHICLE

13 GENERAL PURSUANT TO LEASE AGREEMENT 50014112, ALL PRESENT AND FUTURE

14 COLLATERAL EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50014112 TOGETHER WITH ALL

15 DESCRIPTION ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING ESC CORPORATE SERVICES LTD.

AGENT

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 74

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 74

ID: 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

RUN NUMBER : 142

00 771972381

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 5 20210428 1204 1901 7823

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR 11NOV1989 GURTINDER SHANKER

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS 29 LOWES HILL CIR CALEDON ON L7C 4H5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 11NOV1989 GURTINDER S SHANKER

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 29 LOWES HILL CIR CALEDON ON L7C 4H5

08 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10
YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,

14 COLLATERAL ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 75

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 75

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON: 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 771972381

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

003 5 20210428 1204 1901 7823 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR 02

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, GENERAL

COLLATERAL ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF 14

15 TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 76

PROVINCE OF ONTARIO RUN NUMBER : 142

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 76

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 771972381

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

NO. OF PAGES FILING SCHEDULE NUMBER UNDER PERIOD

0.045 20210428 1204 1901 7823 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR GENERAL

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

15 DESCRIPTION THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 77

RUN NUMBER : 142 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P RUN DATE : 2025/05/22 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 77

ID : 20250522155605.67 ENOUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

0.0 771972381

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

FILING NO. OF PAGES NUMBER UNDER SCHEDULE PERIOD

005 5 20210428 1204 1901 7823 01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

0.3 NAME BUSINESS NAME ONTARIO CORPORATION NO.

0.4ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

0.8 SECURED PARTY /

LIEN CLAIMANT 09

ADDRESS COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 2016 KENWORTH T800 TRUCK

14 COLLATERAL

15 DESCRIPTION

REGISTERING

AGENT

17 ADDRESS

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

CONTINUED... 78

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

REPORT : P

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE: 78

ID: 20250522155605.67 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2758081 ONTARIO INC.

FILE CURRENCY : 21MAY 2025

RUN NUMBER : 142

RUN DATE : 2025/05/22

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
514310778	20250318 1334 7036 2586			
501208362	20231214 0848 1532 1142	20250403 1145 1532 3505		
501153633	20231212 1248 1532 5778			
794978361	20230705 1435 1532 7571			
793317078	20230515 1558 4085 7126	20250502 1614 1532 8675		
792026298	20230403 1311 1532 2669	20230517 1002 1532 8004		
792028062	20230403 1318 1532 2819			
790123248	20230120 1553 5064 5133			
790123329	20230120 1556 5064 5138			
787666302	20221018 1521 4085 7556			
786056409	20220823 1426 8077 3543	20220824 1433 8077 3571		
785958426	20220819 1017 8077 3440			
785765916	20220812 1539 1532 6943			
784621737	20220705 1657 5064 2277			
784452303	20220629 1459 5064 8753			
784030383	20220616 1023 5064 0439			
783675945	20220606 0945 5064 3835			
782890407	20220511 1522 1793 8364			
782841132	20220510 1306 1902 8967	20241119 1818 5064 4668		
782737452	20220506 1056 1902 8116	20241002 1755 5064 3393		
781424397	20220325 1219 1901 2339			
778374756	20211119 1429 8077 4150	20211126 1028 8077 4450		
773173917	20210604 1506 1901 7943			
771972381	20210428 1204 1901 7823			

³¹ REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

EXHIBIT "M"

ServiceOntario

Main Menu New Enquiry Rate Our Service №

Enquiry Result

File Currency: 21MAY 2025









Note: All pages have been returned.

Type of Search	Business Debt	or											
Search Conducted On	2524514 ONTA	ARIO INC.											
File Currency	21MAY 2025												
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status				
	512711694	1	7	1	21	16JAN	2031						
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registi	ration Nu	mber	Registered Under	Registration Period			
512711694		001	4			202501	16 1324 1	902 5616	P PPSA	06			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname				
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration			
	2524514 ONTA	ARIO INC											
	Address						City		Province	Postal Code			
	1569 KILLARNEY BEACH RD LEFROY								ON	LOL 1W0			
In all chalcons Dalatan	Data of Divide		First Oires	Mana			In itial		0				
Individual Debtor	Date of Birth	te of Birth First Given Name Initial								Surname			
Business Debtor	Business Del	otor Name							Ontario Cor	poration			
	Number												
	Address						City		Province	Postal Code			
	Address						City		TTOVITICE	r ostar oode			
Secured Party	Secured Part	v / Lien Cla	imant										
•	NORTHPOINT			INC.									
	Address						City		Province	Postal Code			
	5035 SOUTH S	SERVICE RO	DAD, SUITE	300			BURLING	STON	ON	L7L 6M9			
	:												
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor V Include	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat			
		X	Χ	X	X	X			J .				
		1	<u> </u>	1	1	<u> </u>		1	I.				
Motor Vehicle	Year	Make				Model			V.I.N.				
Description	2025 PETERBILT 567							1XPCD40X4	SD742515				
General Collateral	General Colla												
Description	(1) TRUCK/ 2025/ PETERBILT/ 567 / 1XPCD40X4SD742515 IN ADDITION TO												
	THE COLLATERAL AND OTHER GOODS SPECIFICALLY DESCRIBED IN THIS												
	FINANCING ST	TATEMENT,	THE COLLA	TERAL INCL	UDES A	LL PRESE	ENT AND F	UTURE					

Registering Agent	Registering Agent								
	ESC CORPORATE SERVICES LTD.	SC CORPORATE SERVICES LTD.							
	Address	City	Province	Postal Code					
	201-1325 POLSON DR.	VERNON	BC	V1T 8H2					

Type of Search	Business Debt	or									
Search Conducted On	2524514 ONTA	ARIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	512711694	1	7	2	21	16JAN	2031				
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nun	nber	Registered Under	Registration Period	
512711694		002	4			202501	116 1324 19	902 5616			
ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	btor Name							Ontario Cor Number	poration	
							011				
	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	Business Debtor Name							Ontario Corporation Number		
	Address					City		Province	Postal Code		
	71441000						o.t.y			1 00141 0040	
0	0	/ 1 :									
Secured Party	Secured Part	y / Lien Cia	ımant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity	No Fixed Maturity Date	
Olassification	Goods								or		
Olassification	Goods								or		
		Maka				Model					
Motor Vehicle Description	Year	Make				Model			V.I.N.		
Motor Vehicle		Make				Model					
Motor Vehicle Description	Year		rintion			Model					
Motor Vehicle Description General Collateral	Year General Colla	ateral Desc		ES REDIAN	CEMENT						
Motor Vehicle Description General Collateral	Year General Colla PARTS, ATTA	ateral Desc	ACCESSORIE			S, ADDIT	IONS, AND		V.I.N.		
Motor Vehicle Description General Collateral	Year General Colla PARTS, ATTA	ateral Desc CHMENTS, A RELATED T	ACCESSORIE THERETO OF	RINSTALLE	D THERE	S, ADDIT	TIONS, AND D ALL PRO	CEEDS (A	V.I.N.		
Motor Vehicle Description General Collateral	Year General Colla PARTS, ATTA	ateral Desc CHMENTS, A RELATED T	ACCESSORIE THERETO OF	RINSTALLE	D THERE	S, ADDIT	TIONS, AND D ALL PRO	CEEDS (A	V.I.N.		
Motor Vehicle	Year General Colla PARTS, ATTA	ateral Desc CHMENTS, A RELATED T OW) OF OR	ACCESSORIE THERETO OF	RINSTALLE	D THERE	S, ADDIT	TIONS, AND D ALL PRO	CEEDS (A	V.I.N.		
Motor Vehicle Description General Collateral Description	General Colla PARTS, ATTA ACCESSIONS DEFINED BEL	ateral Desc CHMENTS, A RELATED T OW) OF OR	ACCESSORIE THERETO OF	RINSTALLE	D THERE	S, ADDIT	TIONS, AND D ALL PRO	CEEDS (A	V.I.N.	Postal Code	

	Addiess						Oity		1 TOVITICE	i ostai code	
	Address						City		Province	Postal Code	
Registering Agent	Registering A	gent									
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	INVESTMENT							AND			
	ALL PROCEED WITHOUT LIM							אווטני,			
General Collateral Description	General Colla			VE COLL 4				IDINIC			
Description	Year	Make				Model			V.I.N.		
Motor Vehicle	Voor	Maka				Model			VIN		
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity	No Fixed Maturity Date	
	Address						City		Province	Postal Code	
occurred i unity		, ,									
Secured Party	Secured Party	/ / Lien Cla	imant								
	Audiess						Oity		. TO VIIICE	i Ostai Gode	
	Address						City		Number Province	Postal Code	
Business Debtor	Business Deb	s Debtor Name							Ontario Corporation		
ndividual Debtor	Date of Birth		First Given Name Initial						Surname		
	Address						City		Province	Postal Code	
							Number				
Business Debtor	Business Deb	otor Name							Ontario Cor	poration	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
512711694		003	4			202501	116 1324 1	902 5616			
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nu	ion Number Registere Under		Registration Period	
FORM 1C FINANCING				ı					1		
	512711694	1	7	3	21	16JAN	2031				
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
File Currency	21MAY 2025										
Jearch Conducted On	2524514 ONTA	ARIO INC.									
Search Conducted On	23243 14 ON 17	ARIO INC.									

	Addiess						Oity		1 TOVILLE	i ostai code	
	Address						City		Province	Postal Code	
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	INTANGIBLES SECURITY AC	-									
General Collateral Description	General Colla		-)	DEDOON	IAI DDAD	DTV			
Motor venicle Description	i eai	Wake				wodel			A.1.14.		
Motor Vehicle	Year	Make				Model			V.I.N.		
									or		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Maturity	No Fixed Maturity Date	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	/ / Lien Cla	imant								
	1										
	Address						City		Province	Postal Code	
Business Debtor	Business Debtor Name								Ontario Corporation Number		
ndividual Debtor	Date of Birth		First Given Name Initial						Surname		
Late tall at Bolton	D. ((D ()		E: 0:	M			1.20.1		0	!	
	Address						City		Province	Postal Code	
	Address						0:4		Durani	Dontol Out	
Business Debtor	Business Del	otor Name					'		Ontario Cor Number	poration	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
512711694		004	4			202501	116 1324 1	902 50 10			
	Filing		Pages	Schedule					Under	Registration Period	
FORM 1C FINANCING	STATEMEN Caution	Page of	FOR LIEN Total	Motor Ve	hiolo	Pogiat	ration Nu	m h o u	Degiatored	Degistration	
	512711694	1	7	4	21	16JAN	2031				
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
File Currency	21MAY 2025										
Search Conducted On	2524514 ONTA	RIO INC.									

Type of Search	Business Deb	tor								
Search Conducted On	2524514 ONT	ARIO INC.								
File Currency	21MAY 2025									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	513554355	2	7	5	21	19FEB	2030			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registr	ation Nui	nber	Registered Under	Registration Period
513554355		001	1			202502	19 1155 1	902 4660	P PPSA	05
Individual Debtor	Date of Birth		First Giver	Nama			Initial		C	
Individual Deptor	Date of Birth		First Giver	n Name		initiai		Surname		
Business Debtor	Business De	btor Name							Ontario Co Number	rporation
	2524514 ONT	ARIO INC								
	Address						City		Province	Postal Code
	1 LOMBARDY	CRES				BRAMPTON			ON	L6S 4L7
Individual Debtor	Date of Birth		First Giver				Initial		Surname	
	11NOV1989		GURTINDE	₹		S			SHANKER Ontario Corporation	
Business Debtor Name									Number	rporation
	Address					City		Province	Postal Code	
	29 LOWES HIL	L CIR				CALEDO	N	ON	L7C 4H5	
										ı
Secured Party	Secured Part	y / Lien Cla	imant							
	AXIOM LEASIN	NG INC								
	Address						City		Province	Postal Code
	4 ROBERT SP	ECK PARKV	VAY, 15TH F	LOOR			MISSISSA	AUGA	ON	L4Z 1S1
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity	No Fixed Maturity Date
									or	
			X		X	X				
Motor Vehicle	Year	Make				Model			V.I.N.	
Description	2022	COBRA					XLE DUM	D	2C9B2R3F3	RN1012172
·	2022	COBINA				QOADA	VLL DOWN		209021(0) 0	5141012172
General Collateral	General Coll	ateral Desc	ription							
Description	2022 COBRA (QUAD AXLE	DUMP TRAI	LER VIN 20	9B2R3F	3N101217	72			
Registering Agent	Registering /									
	ESC CORPOR	RATE SERVI	CES LTD.				011		-	
	Address	0011					City		Province	Postal Code
	201-1325 POL	SON DR.					VERNON		BC	V1T 8H2

Type of Search	Business Deb	tor									
Search Conducted On	2524514 ONT	ARIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	513773163	3	7	6	21	27FEB	2031				
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registr	ation Nur	nber	Registered Under	Registration Period	
513773163		001	2			202502	27 1325 1	532 1447	P PPSA	06	
Individual Debtor	Date of Birth		First Giver	Name			Initial		Surname		
Business Debtor	Business De	btor Name							Ontario Co Number	rporation	
	2524514 ONT	ARIO INC.									
	Address						City		Province	Postal Code	
	1568 KILLARN	EY BEACH	RD			LEFROY			ON	L0L1W0	
Individual Debtor	Date of Birth		First Given	Namo			Initial		Surname		
marviduai Debioi	Date of Birtin		i iist Oivei	i Naille			IIIItiai		Julilanie		
Business Debtor	Business De	btor Name							Ontario Corporation Number		
	Address					City		Province	Postal Code		
Secured Party	Secured Part		imant								
	PACCAR FINA	NCIAL LTD.									
	Address						City		Province	Postal Code	
	6711 MISSISS	AUGA ROAI	D,STE 500				MISSISSA	AUGA	ON	L5N 4J8	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Date	
			Х		X	X					
M. (V	10.1							27.121		
Motor Vehicle Description	Year	Make	-			Model			V.I.N.	000740740	
Description	2025	PETERBIL	Γ			567			1XPCD40X9	9SD742512	
General Collateral	General Coll	ateral Desc	ription								
Description	WITH ALL ATT		•	RIES AND A	ALL PRO	CEEDS TH	HEREOF.				
Registering Agent	Registering /										
) + H LIMITED PARTNERSHIP									
	Address						City		Province	Postal Code	
	2 ROBERT SP	ECK PARKV	VAY, 15TH F	LOOR			MISSISSA	AUGA	ON	L4Z 1H8	

Type of Search	Business Debt									
Search Conducted On		ARIO INC.								
File Currency	21MAY 2025	I	_	1_						
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	513773163	3	7	7	21	27FEB	2031			
FORM 1C FINANCING	STATEMEN ⁻	Γ/CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
513773163		002	2			202502	227 1325 1	532 1447		
Individual Dahtan	Data of Divide		First Oires	Mana			Lucition		0	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
									1	
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Debtor Name								Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party									
	PACCAR FINA	NCIAL SER\	/ICES LTD.							
	Address		OTE 500				City		Province	Postal Code
	6711 MISSISS	AUGA ROAL	0,STE 500				MISSISSA	UGA	ON	L5N 4J8
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral	General Colla	ateral Desc	rintion							
Description	30		T.ption							
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code
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Type of Search	Business Debt	or									
Search Conducted On	2524514 ONTA	ARIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	743257962	4	7	8	21	15APR	2025		D DISCHA	RGED	
FORM 1C FINANCING	STATEMEN	Γ/CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Registr	ation Nu	mber	Registered Under	Registration Period	
743257962		001	1			201808	30 1504 6	005 4523	P PPSA	07	
Individual Debtor	Date of Birth		First Given	Namo			Initial		Surname		
marviduai Debioi	11NOV1989		GURTINDER			S			SHANKER		
Business Debtor	Business Del	ntor Name	CONTINUE	`		0		Ontario Co	rnoration		
Dusiness Debioi	Business Bei	otor Hame						Number	poration		
	Address						City		Province	Postal Code	
	1 LOMBARDY	CDECENIT					BRAMPT	ONI		L6S 4L7	
	I LOMBARDY	CRESENT					BRAIVIP	ON	ON	L05 4L7	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	iness Debtor Name							Ontario Corporation Number		
	2524514 ONTA	ARIO INC.									
	Address					City		Province	Postal Code		
	1 LOMBARDY	CRESENT				BRAMPT	ON	ON	L6S 4L7		
Secured Party	Secured Part	y / Lien Cla	imant								
	CWB NATIONA	L LEASING	INC.								
	Address						City		Province	Postal Code	
	1525 BUFFAL	O PL (28906	86)				WPG		MB	R3T 1L9	
			,							-	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Date	
			X			X					
	W.					8.0			3713		
Motor Vehicle Description	Year	Make				Model	40.000	210	V.I.N.	L/D.070053	
Description	2019	PETERBUI					MP CHAS		1NPTX4TX7		
	2019	STARGATE	=			3 AXLE	PONY TR	AILER	2S9DA6354	KM118414	
General Collateral	General Colla	ateral Desc	ription								
Description	AGREEMENT										
Registering Agent	Registering A	Agent									
							-		1		
	Address						City		Province	Postal Code	

Type of Search	Business Del	otor									
Search Conducted On	2524514 ON	ΓARIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page		of Pa	iges				
	743257962	4	7	9		21					
FORM 2C FINANCI	NG CHANGE	STATE	MENT / CHA	NGE STATEMEN	T						
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Reference Debtor/ Transferor	First Given	Name			Initial		Surname	•			
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Other Change	Other Chan	ge									
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Debtor/ Transferee	Date of Birtl	h	First Given	n Name			Initial		Surname	•	
	Business De	ebtor Nam	e							Ontario Corporat Number	ion
	Address						City			Province	Postal Code
Assignor Name	Assignor Na	ıme									
Secured Party	Secured par	ty, lien cla	aimant, assi	gnee							
	Address						City			Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipmen	t Accounts	Other	Moto	r Vehicle ded	Amount		Maturity	No Fixed Maturit Date
Motor Vehicle Description	Year	Make				Mod	el			V.I.N.	
General Collateral Description	ATTACHMEN	T NUMBER ITS, ACCES	CHANGED F SSORIES, SU	FROM 2890686 TO 2 IBSTITUTIONS AND I Y THEREFROM.							
Registering Agent	Registering CWB NATION			ty/ Lien Claimant							

	Address	City	Province	Postal Code
	1525 BUFFALO PLACE (2995156)	WINNIPEG	MB	R3T 1L9

Type of Search Search Conducted On	Business Debtor 2524514 ONTARIO INC.											
File Currency	21MAY 2025											
	File Number	Family	of Families	Page		of Pa	ges					
	743257962	4	7	10		21						
FORM 2C FINANCIN	IG CHANGE	STATEM	ENT / CHA	NGE STATEMEN	Т							
	Caution Filing	Page of	Total Pages	Motor Vehicle Sci Attached	nedule	Regis	tration N	umber		Registere	ed Under	
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Reference Debtor/ Transferor	First Given	Name			Initial		Surname	1				
	Business De 2524514 ONT		9									
Other Change	Other Chan	ge										
Reason / Description	Reason / De	scription										
Debtor/ Transferee	Date of Birth	1	First Giver	n Name			Initial		Surname			
	Business Debtor Name Ontario Corporation Number										ion	
	Address						City			Province	Postal Code	
Assignor Name	Assignor Na	me										
Secured Party	Secured par	ty, lien cla	imant, assi	gnee								
	Address						City			Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Moto	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date	
Motor Vehicle	Year Make Model									V.I.N.		
Description										V.I.IV.		
General Collateral Description	General Col	lateral Des	scription									
Registering Agent	Registering CWB NATION			ty/ Lien Claimant								

	Address	City	Province	Postal Code
	1525 BUFFALO PLACE (2995156)	WINNIPEG	MB	R3T 1L9

END OF FAMILY

Type of Search	Business Debt	or										
Search Conducted On	2524514 ONTA	ARIO INC.										
File Currency	21MAY 2025											
	File Number	Family	of Families	Page	of Pages	Expiry I	Date		Status			
	762329403	5	7	11	21	02JUN 2	02JUN 2027					
FORM 1C FINANCIN	G STATEMENT	Γ/ CLAIM	FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registr	ation Nur	nber	Registered Under	Registration Period		
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Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname			
Business Debtor	Business Deb	otor Name							Ontario Cor Number	poration		
	2524514 ONTA	ARIO INC.										
	Address								Province	Postal Code		
	1 LOMBARDY	1 LOMBARDY CRES							ON	L6S4L7		
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Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname			
Business Debtor	Business Deb	otor Name	Ontario Corporation Number									
	Address	Address City							Province	Postal Code		
	Address						City		FIOVILLE	Fostal Code		
Secured Party	Secured Party	/ Lien Cla	imant									
	CLE CAPITAL INC.											
	Address	City		Province	Postal Code							
	3390 SOUTH S	DAD, SUITE	301		BURLINGTON		ON	L7N3J5				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Date		
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Motor Vehicle	Year								V.I.N.			
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General Collateral	General Colla	iteral Desc	ription									
Description		General Collateral Description THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL										
	ACCESSORIES							NTS,				
	APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR											
Registering Agent	Registering A											
	PPSA CANADA	A INC (701										
	Address								Province	Postal Code		
	110 SHEPPAR	D AVE EAS	r, SUITE 303				TORONT	0	ON	M2N6Y8		

Type of Search	Business Debi	tor										
Search Conducted On	2524514 ONT/	ARIO INC.										
File Currency	21MAY 2025											
	File Number	Family	of Families	Page	of Pages	Expiry Date			Status			
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname			
Business Debtor	Business De	btor Name							Ontario Cor Number	poration		
	A diduces								Province	Dootal Code		
	Address City								Frovince	Postal Code		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname			
marviadar Bobtor	Date of Birth		1 11 01 01 01	i italiio			miliai		Ourname			
Business Debtor	Business Debtor Name								Ontario Corporation Number			
	Address						City		Province	Postal Code		
Secured Party	Secured Part	y / Lien Cla	imant									
	Address							City		Postal Code		
	Address			Oity		Province	r ostar code					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date		
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Motor Vehicle	Year Make M								V.I.N.			
Description	- oui	ui mare I										
General Collateral	General Collateral Description											
Description	KIND FURNISH											
	ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE											
	"EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE											
Registering Agent	Registering Agent											
	PPSA CANADA INC (7017)											
	Address						City		Province	Postal Code		
	110 SHEPPARD AVE EAST, SUITE 303 TORONTO								ON	M2N6Y8		

Type of Search	Business Debi	tor											
Search Conducted On	2524514 ONTARIO INC.												
File Currency	21MAY 2025												
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status					
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File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period			
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname				
						11111001							
Business Debtor	Business De	btor Name					ı		Ontario Corporation Number				
	Address Cit								Province	Dootal Code			
	Address								Frovince	Postal Code			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname				
	2410 01 211111		1 1100 011011						- Carrianio				
Business Debtor	Business Debtor Name								Ontario Corporation Number				
	Address City							Province	Postal Code				
Secured Party	Secured Part	y / Lien Cla	imant										
	Address						City		Province	Postal Code			
	S. S. S. S. S. S. S. S. S. S. S. S. S. S									- Cottai Cotto			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date			
Motor Vehicle	Year		Model			V.I.N.							
Description	Year Make Model												
General Collateral	General Collateral Description												
Description	RIGHTS, TITLI	E AND INTER	REST IN THE	FOLLOWII	NG (THE	"EQUIPN	//ENT-RELA	TED					
	COLLATERAL")												
	(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE												
Registering Agent	Registering Agent												
	PPSA CANADA INC (7017)												
	Address								Province	Postal Code			
	110 SHEPPARD AVE EAST, SUITE 303 TORONTO												

	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
D. Charles D. Life	Business Debtor Name								0.1.1.0.	
Business Debtor	Business Der	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
	Address City Bussines Backel Carlo									
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
	Year	Make				Model			V.I.N.	
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Motor Vehicle Description	rear									
	Tear									
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity	No Fixed Maturity Date	
	Address						City		Province	Postal Code	
	Address						City		Drawinas	Dootel Code	
Secured Party	Secured Party / Lien Claimant										
	Address						City		Province	Postal Code	
									Number		
Business Debtor	Business Del	otor Name							Ontario Cor	rporation	
Individual Debtor	Date of Birth First Given Name						Initial		Surname		
	Address						City		Province	Postal Code	
Business Debtor	Business Del	Business Debtor Name							Ontario Cor Number	rporation	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
762329403		05	006			202006	602 1403 1	462 2462	P PPSA	7	
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period	
FORM 1C FINANCING											
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Description											
Motor Vehicle	Year	Make				Model			V.I.N.		
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle	Amount	Date of Maturity	No Fixed Maturity Date	
	Address						City		Province	Postal Code	
•											
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
									Number		
Business Debtor	Business Del	otor Name	ı				1		Ontario Coi	poration	
Individual Debtor	Date of Birth First Given Name Initia								Surname		
La Particia De la Caracia	D. ((D) ()		E:(0:	N			1.22.1		0		
	Address						City		Province	Postal Code	
						Number	-				
Business Debtor	Business Del	Business Debtor Name							Ontario Cor	poration	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
- · · · · · · · · · · · · · · · · · · ·		1				1 - 5 - 5 - 5					
762329403	Filing	06	Pages 006	Schedule		202006	302 1403 1	462 2462	Under P PPSA	Period 7	
File Number	Caution	Page of	Total	Motor Ve		Regist	ration Nu	mber		Registration	
FORM 1C FINANCING		1	l .			10000					
	762329403	5	Families 7	16	Pages 21	02JUN	2027				
	File Number	Family	of	Page	of	Expiry	Date		Status		
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File Currency	2524514 ONTA										

Type of Search	Business Debt	or									
Search Conducted On	2524514 ONTA	ARIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
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FORM 1C FINANCING	STATEMEN	Γ/CLAIM	FOR LIEN								
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L. P. M. J. B. L.	D. ((D) ()		E: O:	Maria			1 . 242 . 1		Curnomo		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	2758081 ONTA	ARIO INC									
	Address					City		Province	Postal Code		
	3 ICEFALL RO	AD					CALEDO	N	ON	L7C 3T6	
Individual Debtor	Date of Birth First Given Name 11NOV1989 GURTINDER						Initial		Surname		
Business Debtor	Business Del	stor Nome	GURTINDER	₹			S		SHANKER Ontario Corporation		
business Deptor	busiliess Dei	otor Name							Number	poration	
	Address						City		Province	Postal Code	
	29 LOWES HIL	L CIRCLE					CALEDO	N	ON	L7C 4H5	
Secured Party	Secured Party / Lien Claimant MERIDIAN ONECAP CREDIT CORP.										
	Address	ECAP CREL	III CORP.				City		Province	Postal Code	
	SUITE 1500, 4	710 KINGSW	IΔV				BURNAB	V	BC	V5H 4M2	
	301112 1300, 4	7 TO KINGSV	VAI				DOININAD	1	ВС	V 31 1 41VIZ	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Dat	
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Motor Vehicle Description	Year	Make	-			Model			V.I.N.	NID=0.400=	
Description	2022	PETERBIL	I			567			1NPCX4TX2	ND784067	
General Collateral	General Colla										
Description	TRUCK(S), 202										
	ACCESSORIE										
	IMPROVEMEN	ITS THERET	O AND ALL	PROCEEDS	S IN ANY	FORM DE	ERIVED D	IRECTLY (OR		
Registering Agent	Registering A	Agent									
	ESC CORPOR		CES LTD.								
	Address	3=					City		Province	Postal Code	
	445 KING STR	EET WEST	SHITE 400				TORON	ΓΟ.	ON	M5V 1K4	

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Type of Search Search Conducted On	Business Debt 2524514 ONTA										
File Currency	21MAY 2025										
·	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782841132	6	7	18	21	10MAY	2028				
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	nber	Registered Under	Registration Period	
782841132		002	3			202205	10 1306 1	902 8967			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
ndividual Deptor	Date of Birth		riist Given	Name			IIIIIIai		Surname		
Business Debtor	Business Del	Business Debtor Name							Ontario Cor Number	poration	
	GUZARISH TR	ANSPORT II	VC								
	Address						City		Province	Postal Code	
	3 ICEFALL RO	AD					CALEDON		ON	L7C 3T6	
			=:								
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	Business Debtor Name							Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make				Model			V.I.N.		
General Collateral	General Colla										
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Registering Agent	Registering A	Agent									
	Address						City		Province	Postal Code	

Type of Search	Business Debt	or										
Search Conducted On	2524514 ONTA	ARIO INC.										
File Currency	21MAY 2025											
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status			
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FORM 1C FINANCING	STATEMEN [®]	Γ/ CLAIM	FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	mber	Registered Under	Registration Period		
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ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname			
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration		
							lau.		1			
	Address						City		Province	Postal Code		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname			
Business Debtor	Business Del	Business Debtor Name							Ontario Corporation Number			
	Address						City		Province	Postal Code		
Secured Party	Secured Part	y / Lien Cla	imant									
	Address						City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date		
	14											
Motor Vehicle Description	Year	Make				Model			V.I.N.			
General Collateral	General Colla	ateral Desc	ription									
Description	COLLATERAL											
Registering Agent	Registering A	Agent										
	Address						City		Province	Postal Code		

Type of Search Search Conducted On	Business Del 2524514 ON										
File Currency	21MAY 2025										
	File Number	Family	of Families	Page		of Pa	ges				
	782841132	6	7	20		21					
FORM 2C FINANCII	NG CHANGE	STATEM	IENT / CHA	NGE STATEMEN	T						
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Reference Debtor/ Transferor	First Given	Name			Initial		Surname	9			
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Other Change	Other Chan	ge									
Reason / Description	Reason / De	escrintion									
reacon / Becompaion			ONTARIO IN	C. (3 ICEFALL ROAD), CALE	DON,	ON,				
	L7C3T6)			,	,		,				
Debtor/ Transferee	Date of Birt	h	First Giver	n Name			Initial		Surname		
	Business D	ebtor Nam	e							Ontario Corporat Number	ion
	2524514 ON	TARIO INC.									
	Address						City			Province	Postal Code
	3 ICEFALL R	OAD					CALEDO	N		ON	L7C 3T6
Assignor Name	Assignor Na	ame									
Secured Party	Secured par	rty, lien cla	imant, assi	gnee							
	Address						City			Province	Postal Code
											Code
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Collateral Classification	Goods Goods	Inventory	Equipment	Accounts	Other	Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
									I		
Motor Vehicle	Year	Make				Mode	el			V.I.N.	
Description											
General Collateral Description	General Col	llateral Des	scription								
_ 5551.											
Registering Agent	Registering	Agent or S	Secured Par	ty/ Lien Claimant							
	ESC CORPO										

	Address	City	Province	Postal
				Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

END OF FAMILY

Type of Search	Business Debt	or									
Search Conducted O	n 2524514 ONTA	RIO INC.									
File Currency	21MAY 2025										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	789151815	7	7	21	21	08DEC	2027				
FORM 1C FINANCIN	IG STATEMENT	/ CLAIM	FOR LIEN								
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	I=										
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Dek	otor Name							Ontario Cor Number	poration	
	2524514 ONTA	RIO INC.									
	Address						City		Province	Postal Code	
	1569 KILLARN	EY BEACH	ROAD				LEFROY		ON	L0L1W0	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Deb	Business Debtor Name							Ontario Corporation Number		
	Address						City		Province	Postal Code	
Secured Party	Secured Party	/ Lien Cla	imant								
,	ROYAL BANK										
	Address						City		Province	Postal Code	
	36 YORK MILL	S ROAD, 4	TH FLOOR				TORONT	0	ON	M2P 0A4	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X	X					
Motor Vehicle Description	Year	Make				Model			V.I.N.		
Description											
General Collateral	General Colla	teral Desc	ription								
Description											
Registering Agent	Registering A	_									
	D + H LIMITED	PARTNERS	HIP				011		_		
	Address	-014					City		Province	Postal Code	
	2 ROBERT SPI	CK PARKV	VAY, 15TH F	LOOR			MISSISSA	UGA	ON	L4Z 1H8	

LAST PAGE

Note: All pages have been returned.

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Web Page ID: WEnqResult	System Date: 22MAY2025	Last Modified: May 04, 2025
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FAQ ₽	Terms of Use ☐	© Queen's Printer for Ontario 2015 [2]

EXHIBIT "N"

THIRD PARTY DEMAND Cover Sheet



Print



Royal Bank of Canada (RTP) 3rd Party Demands 3rd Floor 10 York Mills Road North York ON M2P 0A2



Notice details

Date MAR 1	8 2025
Contact name	M.Delion(1263)
Telephone number	(905) 536-7714
Toll free number	1 855-205-1762
Account number	731990735RT0001

Requirement to pay

The following taxpayer(s) owe(s) \$1,856,584.08 for the account 731990735RT0001.

2758081 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE) 1569 KILLARNEY BEACH RD **LEFROY ON LOL 1W0**

Incorporation Number: 2758081

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$1,856,584.08, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act, or subsection 142(1), (2) and/or (4) of the Select Luxury Items Tax Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

- 1. If you owe money to the taxpayer now, you must send us this amount right away.
- 2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
- 3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.



Notice details

MAR 18 2025 Royal Bank of Canada (RTP) Date

3rd Party Demands 3rd Floor 10 York Mills Road North York ON M2P 0A2

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least one year. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.

Team Leader, Revenue Collections

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V

18 Date MARS 2025 M.Delion(1263) Personneressource (905) 536-7714 Numéro de téléphone Numéro 1 855-205-1762 sans frais 731990735RT0001 Numéro de compte

Royal Bank of Canada (RTP) 3rd Party Demands 10 York Mills Road North York ON M2P 0A2

Demande formelle de paiement

Le contribuable suivant doit 1 856 584,08 \$ pour le compte 731990735RT0001.

2758081 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE) 1569 KILLARNEY BEACH RD **LEFROY ON LOL 1WO**

Incorporation Number: 2758081

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 1 856 584,08 \$, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 317(1), (2) et/ou (6) de la Loi sur la taxe d'accise, aux paragraphes 289(1), (2) et/ou (4) de la Loi de 2001 sur l'accise, aux paragraphes 75(1), (2) et/ou (5) de la Loi sur le droit pour la sécurité des passagers du transport aérien, aux paragraphes 89(1), (2) et/ou (4) de la Loi de 2006 sur les droits d'exportation de produits de bois d'oeuvre, aux paragraphes 153(1), (2), et/ou (4) de la Loi sur la tarification de la pollution causée par les gaz à effet de serre, ou aux paragraphes 142(1), (2) et/ou (4) de la Loi sur la taxe sur certains biens de luxe.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

- 1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
- 2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
- 3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veuillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.



Détails concernant l'avis

Royal Bank of Canada (RTP) 3rd Party Demands 3rd Floor 10 York Mills Road North York ON M2P 0A2 Date 18 MARS 2025

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

Conservation des registres

Veuillez conserver une copie de cette demande formelle de paiement pendant au moins un an. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Pour en savoir plus sur les demandes formelles de paiement, allez à canada.ca/arc-demande-formelle-de-paiement.

Chef d'équipe, Recouvrement des recettes

Response - requirement to pay

Account number 731990735RT0001	Return address Northern Ontario	TSO	
Taxpayer name 2758081 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE)	81 Mulcaster Stre Barrie ON L4M 6 ATTN: C.Davidso	et T7	
Third party Royal Bank of Canada (RTP) 3rd Party Demands	Reference number 008031042		
Reason no money is due or payable:			j
Name (print)	Telephone number		
	Date	Position	

(Ce formulaire est disponible en français.)



Réponse - demande formelle de paiement

Numéro de compte 731990735RT0001	Adresse de retour BSF du Nord de l	'Ontario			
Nom du contribuable 2758081 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE)	81 rue Mulcaster Barrie ON L4M 6T7 ATTN: C.Davidson (1263)				
Tiers Royal Bank of Canada (RTP) 3rd Party Demands	Numéro de référence 008031042	3			
Raison pour laquelle aucune somme n'est à payer ou ne sera versée :					
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Nom (en lettres moulées)	Numéro de téléphon	Đ			
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The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

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Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

RADBREK ON B3F 0C3 GD 3800 RACC F PAGENCE ON LEAGUN

SUDBURY ON P3A 0C3 Agency Agency

Vous devrez payer des frais si votre paiement est refusé. NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque. NE PAS envoyer de l'argent comptant.

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment. **DO NOT** staple, paper clip, tape or fold voucher or your cheque. **DO NOT** mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

Canada Revenue Agency PO BOX 3800 STN A SUDBURY ON P3A 0C3 Agence du revenu du Canada CP 3800 SUCC A SUDBURY ON P3A 0C3

THIRD PARTY DEMAND Cover Sheet







Royal Bank of Canada (RTP C/O 3rd Party Demands 3rd Floor

10 York Mills Road North York ON M2P 0A2



Notice details

Date MAR	18 2025
Contact name	M.Delion(1263)
Telephone number	(905) 536-7714
Toll free number	1 855-205-1762
Account number	762968527RC0001

Requirement to pay

The following taxpayer(s) owe(s) \$157,215.82 for the account 762968527RC0001.

2524514 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE) 1 LOMBARDY CRES **BRAMPTON ON L6S 4L7** Certificate: 2524514

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$157,215.82, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 224(1), (1.1), and/or (3) of the Income Tax Act or under these same subsections and one or more of the provisions in the Other provisions section of this document.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

- 1. If you owe money to the taxpayer now, you must send us this amount right away.
- 2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
- 3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.



Notice details

Royal Bank of Canada (RTPG C/O 3rd Party Demands 3rd Floor 10 York Mills Road North York ON M2P 0A2

,			
Date	MAR	18	2025

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

Other provisions

Each of the following provisions state that section 224 of the Income Tax Act applies to the Act in question:

- Subsection 23(2) Canada Pension Plan
- Section 99 Employment Insurance Act
- Section 67 Income Tax Act, 2000 Newfoundland and Labrador
- Section 61 Income Tax Act Prince Edward Island
- Section 79 Income Tax Act Nova Scotia
- Section 33 Income Tax Act New Brunswick
- Section 27 Income Tax Act Ontario
- Subsection 36(1) Income Tax Act Manitoba
- Section 108 Income Tax Act, 2000 Saskatchewan
- Section 69 Alberta Personal Income Tax Act
- Section 47 Income Tax Act British Columbia
- Section 32 Income Tax Act Northwest Territories
- Section 32 Income Tax Act Nunavut
- Section 40 Income Tax Act Yukon
- Section 33 of the Petroleum and Gas Revenue Tax Act

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.

Team Leader, Revenue Collections

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Royal Bank of Canada (RTP C/O 3rd Party Demands 3rd Floor 10 York Mills Road North York ON M2P 0A2

Détails concernant l'avis

Date 18	MARS LULD	
Personne- ressource	M.Delion(1263)	
Numéro de téléphone	(905) 536-7714	
Numéro sans frais	1 855-205-1762	
Numéro de compte	762968527RC0001	

Demande formelle de paiement

Le contribuable suivant doit 157 215,82 \$ pour le compte 762968527RC0001.

2524514 ONTARIO INC. (sometime carrying on

business as SINGH HAULAGE)

1 LOMBARDY CRES

BRAMPTON ON L6S 4L7

Certificate: 2524514

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 157 215,82 \$, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 224(1), (1.1) et/ou (3) de la Loi de l'impôt sur le revenu ou conformément à ces mêmes paragraphes et une disposition ou d'autres dispositions mentionnées dans la section autres dispositions de ce document.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

- Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
- Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
- 3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veuillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

A défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.



Détails concernant l'avis

Royal Bank of Canada (RTP C/O 3rd Party Demands 3rd Floor 10 York Mills Road

Conservation des registres

North York ON M2P 0A2

Veuillez conserver une copie de cette demande formelle de paiement pendant au moins un an. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Autres dispositions

Notez que chacune des dispositions suivantes prévoit que l'article 224 de la Loi de l'impôt sur le revenu s'applique à la loi en question :

- Paragraphe 23(2) du Régime de pensions du Canada
- Article 99 de la Loi sur l'assurance-emploi
- Article 67 de la Loi de 2000 modifiant l'impôt sur le revenu (Terre-Neuve-et-Labrador)
- Article 61 de la Loi de l'impôt sur le revenu (Île-du-Prince-Édouard)
- Article 79 de la Loi de l'impôt sur le revenu (Nouvelle-Écosse)
- Article 33 de la Loi de l'impôt sur le revenu (Nouveau-Brunswick)
- Article 27 de la Loi de l'impôt sur le revenu (Ontario)
- Paragraphe 36(1) de la Loi de l'impôt sur le revenu (Manitoba)
- Article 108 de la Loi de 2000 modifiant l'impôt sur le revenu (Saskatchewan)
- Article 69 de la Loi de l'impôt sur le revenu (Alberta)
- Article 47 de la Loi de l'impôt sur le revenu (Colombie-Britannique)
- Article 32 de la Loi de l'impôt sur le revenu (Territoires du Nord-Ouest)
- Article 32 de la Loi de l'impôt sur le revenu (Nunavut)
- Article 40 de la Loi de l'impôt sur le revenu (Yukon)
- Article 33 de la Loi de l'impôt sur les revenus pétroliers

Pour en savoir plus sur les demandes formelles de paiement, allez à canada.ca/arc-demande-formelle-de-paiement.

Chef d'équipe, Recouvrement des recettes

Agence du revenu du Canada

Response - requirement to pay

Account number 762968527RC0001	Return address Northern Ontario T		
Taxpayer name 2524514 ONTARIO INC. (sometime carrying on business as SINGH HAULAGE)	81 Mulcaster Stree Barrie ON L4M 6T ATTN: C.Davidson	7	
Third party Royal Bank of Canada (RTP	Reference number 008022202		
Reason no money is due or payable:			
Name (print)	Telephone number		

Canada Revenue Agency

Réponse - demande formelle de paiement

lom (en lettres moulées)	Numéro de téléphon				
Raison pour laquelle aucune somme n'est à payer ou ne sera versée	:				
iers Royal Bank of Canada (RTP	Numéro de référence 008022202	•			
lom du contribuable 2524514 ONTARIO INC. (sometime carrying on pusiness as SINGH HAULAGE)	81 rue Mulcaster Barrie ON L4M 6T7 ATTN: C.Davidson (1263)				
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The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

SUDBURY ON P3A 0C3 du Canada Agence du revenu Canada Revenue Agency Subbury
Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésit,
plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment. **DO NOT** staple, paper clip, tape or fold voucher or your cheque. **DO NOT** mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

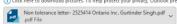
NE PAS envoyer de l'argent comptant.

Canada Revenue Agency PO BOX 3800 STN A SUDBURY ON P3A 0C3 Agence du revenu du Canada CP 3800 SUCC A SUDBURY ON P3A 0C3

EXHIBIT "O"

Non-Tolerance letter- 2524514 Ontario Inc.





Hello Gurtinder,

 $Find \ attached \ a \ non-tolerance \ letter \ for \ breach \ of \ reporting \ and \ delinquent \ credit \ facilities.$

Pl. feel free to reach out to me for any clarifications.

Thank you!

Nilesh Gandhi. MBA. CITP | Senior Relationship Manager | | Manufacturing, Wholesale and Logistics| RBC Royal Bank of Canada | 6880 Financial Drive, Mississauga, ON. LSN 7Y5 | M 647-921-6907.

Adnan Khalid | Commercial Banking Advisor - RBC Royal Bank | Royal Bank of Canada Email : adnan.khalid@rbc.com Cell- 905-301-0896

Services Beyond Banking - RBC Royal Bank

For assistance with your Day to Day Banking Inquiries and Requests, please contact Your Client Service Advisors in Service Team #2 at serviceteamgtr2@rbc.com or 1-877-664-2942.

 $\qquad \qquad \leftarrow \text{Reply} \quad \stackrel{\textstyle \longleftarrow}{} \quad \text{Reply All} \quad \xrightarrow{\textstyle \rightarrow} \quad \text{Forward} \quad \cdots$ Mon 4/7/2025 11:26 AM Non- Tolerance letter- 2758081 Ontario Inc.





Hello Gurtinder,

Find attached a non-tolerance letter for breach of reporting and delinquent credit facilities.

Pl. feel free to reach out to me for any clarifications.

Thank you!

Nilesh Gandhi. MBA. CITP | Senior Relationship Manager | | Manufacturing, Wholesale and Logistics| RBC Royal Bank of Canada | 6880 | Financial Drive, Mississauga, ON. L5N 7Y5 | M 647-921-6907.

Adnan Khalid | Commercial Banking Advisor - RBC Royal Bank | Royal Bank of Canada Email : adnan.khalid@rbc.com Cell- 905-301-0896

Services Beyond Banking - RBC Royal Bank

For assistance with your Day to Day Banking Inquiries and Requests, please contact Your Client Service Advisors in Service Team #2 at serviceteamgtr2@rbc.com or 1-877-664-2942.





6880 Financial Drive, Mississauga, ON. L5N 7Y5

March 7, 2025

Sent by Email

Personal and Confidential

2758081 Ontario Inc. 1569 KILLARNEY BEACH RD LEFROY ONTARIO L0L1W0

Attention: Jasvir Singh

Re: Royal Bank of Canada (the "Bank") loans to 2758081 Ontario Inc. (the "Borrower")

The terms of the credit facilities offered to the Borrower by the Bank are set out in a letter credit agreement dated April 26, 2024 (as may be amended, replaced, restated or supplemented from time to time, the "Credit Agreements"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the Credit Agreements, the Borrower is required to;

- i. provide the Bank the following within 90 days of each fiscal year end December 31
- ii. annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- iii. annual personal statement of affairs for all guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower,
- iv. annual chartered accountant confirmation of unfunded capex supported by the applicable calculations for the Borrower, within 90 days of each fiscal year end;

The above items were not provided to the Bank by the required time frames for the fiscal year ending December 31st, 2024, triggering an Event of Default under the Credit Agreements (the "**Reporting Covenant Default**");

Also pursuant to the Credit Agreements, under General Covenants, the Borrower:

a) Will file all material tax returns which are or will be required to be filed by it, pay or make provisions for payment of all material taxes (including interest and penalties) and Potential Priority-Ranking Claims, which are or will be come due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;

The Bank received a CRA Court Order/Demand, dated March 25, 2025, noting order amount of \$1856584.08 **for** 731990735RT0001.

b) will ensure all facilities operate within established borrowing limits.

We note the following facilities that are overlimit/delinquent:

- 1. Credit card \$56,316.89
- 2. Line of credit-\$605,120.59
- 3. Lease facility-\$3168

This constitutes a default under the General Covenants of the Credit Agreements (the "General Covenant Default");

As a result of the Reporting Covenant Default and the General Covenant Default (the "**Defaults**'), the Bank has the right to demand repayment of all of the obligations owing by the Borrower to the Bank under the Credit Agreements, and to pursue any and all of its rights and remedies against the Borrower and all Guarantors, including without limitation, any rights and remedies provided for under any security granted to the Bank in respect of the obligations owing by the Borrower and all Guarantors.

The Bank is not prepared to tolerate the Defaults at this time. As such, we require all above Defaults to be remedied by no later than Arpil <u>30</u>, <u>2025</u>. Also by April <u>22</u>, <u>2025</u>, the Bank will also require a copy of current CRA statements showing status of HST RT0001 and Source Remittances RP0001 to the end of February 2024, including any and all CRA RP0001 assessments for the last 2 fiscal years (2023-2024).

The Bank is not waiving any defaults under the Credit Agreement or any other documents executed and delivered in connection therewith, whether listed or not listed herein. It is up the Borrower to ensure compliance with its obligations under the Credit Agreements. The Bank specifically reserves all of its rights it has under contract and at law.

This letter is being delivered to you without any prejudice to, and the Bank hereby expressly reserves, all available rights, remedies, powers and claims in their entirety under the Credit Agreement, its security or otherwise, or at law or in equity or otherwise which may be exercised or otherwise pursued at any time, and from time to time, in the sole and absolute discretion of the Bank.

We are also informing you that your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits may cause an excess.

We trust that you will give this matter your immediate attention.

Yours Truly,

ROYAL BANK OF CANADA

Nilesh Gandhi

Sr. Relationship Manager



RBC Royal Bank of Canada |

6880 Financial Drive, Mississauga, ON. L5N 7Y5

March 7, 2025

Sent by Email

Personal and Confidential

2524514 Ontario Inc. 1569 KILLARNEY BEACH RD LEFROY ONTARIO L0L1W0

Attention: Gurtinder Singh

Re: Royal Bank of Canada (the "Bank") loans to 2524514 Ontario Inc. (the "Borrower")

The terms of the credit facilities offered to the Borrower by the Bank are set out in a letter credit agreement dated February 1, 2024 (as may be amended, replaced, restated or supplemented from time to time, the "Credit Agreements"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the Credit Agreements, the Borrower is required to;

Provide the Bank the following within 90 days of each fiscal year end December 31

- i. Annual aged list of accounts receivable and aged list of accounts payable for the borrower, within 90 days of each fiscal year end;
- ii. Annual compilation engagement financial statements for the borrower within 90 days of each fiscal year of the Borrower,

- iii. Annual list of Lienable accounts payable including monies due to Owner-Operators, contract carriers, brokers and all parties protected by deemed trust legislation for the borrower, within 90 days of each fiscal year end;
- iv. Annual detailed leased/financed equipment listing for the borrower, within 90 days of each fiscal year end.

The above items were not provided to the Bank by the required time frames for the fiscal year ending December 31st 2024, triggering an Event of Default under the Credit Agreements (the "**Reporting Covenant Default**");

Also pursuant to the Credit Agreements, under General Covenants, the Borrower:

a) Will file all material tax returns which are or will be required to be filed by it, pay or make provisions for payment of all material taxes (including interest and penalties) and Potential Priority-Ranking Claims, which are or will be come due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;

The Bank received a CRA Court Order/Demand, dated March 25, 2025, noting order amount of \$157215.82 for 762968527RC0001.

b) will ensure all facilities operate within established borrowing limits.

We note the following facilities that are overlimit/delinquent:

1. Credit card - \$25,248.66

This constitutes a default under the General Covenants of the Credit Agreements (the "General Covenant Default");

As a result of the Reporting Covenant Default and the General Covenant Default (the "**Defaults**'), the Bank has the right to demand repayment of all of the obligations owing by the Borrower to the Bank under the Credit Agreements, and to pursue any and all of its rights and remedies against the Borrower and all Guarantors, including without limitation, any rights and remedies provided for under any security granted to the Bank in respect of the obligations owing by the Borrower and all Guarantors.

The Bank is not prepared to tolerate the Defaults at this time. As such, we require all above Defaults to be remedied by no later than April <u>30, 2025</u>. Also by April <u>22, 2025</u>, the Bank will also require a copy of current CRA statements showing status of HST RT0001 and Source Remittances RP0001 to the end of February 2025, including any and all CRA RP0001 assessments for the last 2 fiscal years (2023-2024).

The Bank is not waiving any defaults under the Credit Agreement or any other documents executed and delivered in connection therewith, whether listed or not listed herein. It is up the Borrower to ensure compliance with its obligations under the Credit Agreements. The Bank specifically reserves all of its rights it has under contract and at law.

This letter is being delivered to you without any prejudice to, and the Bank hereby expressly reserves, all available rights, remedies, powers and claims in their entirety under the Credit Agreement, its security or otherwise, or at law or in equity or otherwise which may be exercised or otherwise pursued at any time, and from time to time, in the sole and absolute discretion of the Bank.

We are also informing you that your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits may cause an excess.

We trust that you will give this matter your immediate attention.

Yours Truly,

ROYAL BANK OF CANADA

Nilesh Gandhi

Sr. Relationship Manager





6880 Financial Drive, Mississauga, ON. L5N 7Y5

March 7, 2025

Sent by Email

Personal and Confidential

2758081 Ontario Inc. 1569 KILLARNEY BEACH RD LEFROY ONTARIO L0L1W0

Attention: Gurtinder Singh

Re: Royal Bank of Canada (the "Bank") loans to 2758081 Ontario Inc. (the "Borrower")

The terms of the credit facilities offered to the Borrower by the Bank are set out in a letter credit agreement dated April 26, 2024 (as may be amended, replaced, restated or supplemented from time to time, the "Credit Agreements"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to the Credit Agreements, the Borrower is required to;

- i. provide the Bank the following within 90 days of each fiscal year end December 31
- ii. annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- iii. annual personal statement of affairs for all guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower,
- iv. annual chartered accountant confirmation of unfunded capex supported by the applicable calculations for the Borrower, within 90 days of each fiscal year end;

The above items were not provided to the Bank by the required time frames for the fiscal year ending December 31st, 2024, triggering an Event of Default under the Credit Agreements (the "**Reporting Covenant Default**");

Also pursuant to the Credit Agreements, under General Covenants, the Borrower:

a) Will file all material tax returns which are or will be required to be filed by it, pay or make provisions for payment of all material taxes (including interest and penalties) and Potential Priority-Ranking Claims, which are or will be come due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;

The Bank received a CRA Court Order/Demand, dated March 25, 2025, noting order amount of \$1856584.08 **for** 731990735RT0001.

b) will ensure all facilities operate within established borrowing limits.

We note the following facilities that are overlimit/delinquent:

- 1. Credit card \$56,316.89
- 2. Line of credit-\$605,120.59
- 3. Lease facility-\$3168

This constitutes a default under the General Covenants of the Credit Agreements (the "General Covenant Default");

As a result of the Reporting Covenant Default and the General Covenant Default (the "**Defaults**'), the Bank has the right to demand repayment of all of the obligations owing by the Borrower to the Bank under the Credit Agreements, and to pursue any and all of its rights and remedies against the Borrower and all Guarantors, including without limitation, any rights and remedies provided for under any security granted to the Bank in respect of the obligations owing by the Borrower and all Guarantors.

The Bank is not prepared to tolerate the Defaults at this time. As such, we require all above Defaults to be remedied by no later than Arpil 30, 2025. Also by April 22, 2025, the Bank will also require a copy of current CRA statements showing status of HST RT0001 and Source Remittances RP0001 to the end of February 2024, including any and all CRA RP0001 assessments for the last 2 fiscal years (2023-2024).

The Bank is not waiving any defaults under the Credit Agreement or any other documents executed and delivered in connection therewith, whether listed or not listed herein. It is up the Borrower to ensure compliance with its obligations under the Credit Agreements. The Bank specifically reserves all of its rights it has under contract and at law.

This letter is being delivered to you without any prejudice to, and the Bank hereby expressly reserves, all available rights, remedies, powers and claims in their entirety under the Credit Agreement, its security or otherwise, or at law or in equity or otherwise which may be exercised or otherwise pursued at any time, and from time to time, in the sole and absolute discretion of the Bank.

We are also informing you that your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits may cause an excess.

We trust that you will give this matter your immediate attention.

Yours Truly,

ROYAL BANK OF CANADA

infortin

Nilesh Gandhi Sr. Relationship Manager

EXHIBIT "P"



Timothy C. Hogan Direct Line: (519)-661-6743

thogan@harrisonpensa.com

Legal Assistant: Amy Broome Direct Line: (226) 605-0383 abroome@harrisonpensa.com

April 24, 2025

Via Registered & Regular Mail & E-mail – singhhaulage@gmail.com

2758081 Ontario Inc. 1850 Britannia Road E. Mississauga ON L4W1J3

1569 Killarney Beach Rd. Lefroy, ON LL 1W0

Dear Sir/Ma'am,

Re: Indebtedness of 2758081 Ontario Inc. to Royal Bank of Canada (the "Bank") Our File No. 206970

We are the solicitors for the Bank with respect to loans provided to 2758081 Ontario Inc. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank as at April 23, 2025, in the total sum of \$755,150.32, including all interest to April 23, 2025, plus all accruing interest, and plus the Bank's costs of enforcement on a full indemnity basis (the "Indebtedness").

The Indebtedness is comprised of the following:

Overdraft (ending in 3423) (number subject to change)	\$326.63
Visa (ending in 5543) (number subject to change)	\$29,190.56
Visa (ending in 5816) (number subject to change)	\$27,483.16
Revolving Credit Line (ending in 001) (number subject to change)	\$607,152.64
Conditional Sale Contract (number subject to change)	\$42,922.00

TOTAL	\$755,150.32	
Leasing Schedule 201000074595 (number subject to change)	\$6,734.67	
Leasing Schedule 201000074083 (number subject to change)	\$6,335.46	
Leasing Schedule 201000073323 (number subject to change)	\$35,005.20	

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

- 1. Letter Agreement dated April 26, 2024;
- 2. General Security Agreement dated August 15, 2022;
- 3. Conditional Sales Contract dated October 13, 2022, in relation to the following specific collateral:
 - a) One (1) New 2022 Mercedes Benz Sprinter V6 2500 Cargo 170 Van (s/n W1Y4ECHY3NP443994).
- 4. Master Lease Agreement dated April 3, 2023, and the following leasing schedules:
 - a) Schedule 201000073323 dated April 3, 2023, in relation to the following:
 - One (1) 2021 Gincor Live Bottom Trailer Live Bottom (s/n 2G9LS5433MB105053)
 - b) Schedule 201000074083 dated May 15, 2023, and Sublease Agreement dated May 15, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - One (1) 2015 Cobra Quad Trailer Quad (s/n 2C9B2R3FXF1012879)
 - c) Schedule 201000074595 dated July 18, 2023, and Sublease Agreement dated July 5, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - One (1) 2018 Stargate Trailer SDA (s/n 2S9DA6351JM117705)

On behalf of the Bank, we hereby demand payment of the Indebtedness owing by the Debtor together with interest thereon and all costs to the date of payment.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations, indulgences, acceptance of payments or any continuing credit or provision of banking services shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

The Bank expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to the Debtor, if the Bank becomes aware of any matter which may impair its security. In addition, the Bank reserves the right to restrict or cancel all facilities at any time with no further notice and to restrict the operation of any bank account(s) including placing same on deposit only.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent, the Debtor waives the time period given by the Bank under this notice.

Yours truly,

HARRISON PENSA LLP

Timothy C. Hogan TCH/abr

Enclosure

Cc: Jasvir Singh and Gurtinder Singh Shanker, as guarantors



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Legal Assistant: Amy Broome Direct Line: (226) 605-0383 abroome@harrisonpensa.com

April 24, 2025

Via Registered & Regular Mail & E-mail – <u>sunnyshanker@hotmail.com</u> and <u>takharjasvir9170@gmail.com</u>

Gurtinder Singh Shanker 1569 Killarney Beach Road Lefroy, ON L0L 1W0

Jasvir Singh 2 Angela Ct. Caledon East, ON L7C 1K9

Dear Sir/Ma'am,

Re: Indebtedness of 2758081 Ontario Inc. to Royal Bank of Canada (the "Bank")
Our File No. 206970

We are the solicitors for the Bank with respect to the loans provided to 2758081 Ontario Inc.

According to the Bank's records, 2758081 Ontario Inc. is indebted to the Bank in the amount of \$755,150.32 as of April 23, 2025, together with accruing interest thereon, and the Bank's continuing costs of enforcement on a full indemnity basis.

Pursuant to a guarantee executed by both you on April 26, 2024, with respect to 2758081 Ontario Inc., limited to the sum of \$600,000.00, you are jointly and severally liable to pay the amount of the guarantee being \$600,000.00, together with accruing interest thereon and the Bank's continuing costs of enforcement (the "**Indebtedness**").

On behalf of the Bank, we hereby demand payment of the Indebtedness totaling \$600,000.00 together with interest thereon and all costs to the date of payment.

Failing to make payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Yours truly,

HARRISON PENSA LLP

Timothy C. Hogan TCH/abr

NOTICE OF INTENTION TO ENFORCE SECURITY (Section 244(1) of the Bankruptcy and Insolvency Act)

TO: 2758081 Ontario Inc., an insolvent person

TAKE NOTICE THAT:

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

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a) General Security Agreement dated August 15, 2022;
- b) Conditional Sales Contract dated October 13, 2022, in relation to the following specific collateral:
 - i. One (1) New 2022 Mercedes Benz Sprinter V6 2500 Cargo 170 Van (s/n W1Y4ECHY3NP443994)
- c) Master Lease Agreement dated April 3, 2023, and the following leasing schedules:
 - i. Schedule 201000073323 dated April 3, 2023, in relation to the following:
 - a. One (1) 2021 Gincor Live Bottom Trailer Live Bottom (s/n 2G9LS5433MB105053)
 - ii. Schedule 201000074083 dated May 15, 2023, and Sublease Agreement dated May 15, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - a. One (1) 2015 Cobra Quad Trailer Quad (s/n 2C9B2R3FXF1012879)
 - iii. Schedule 201000074595 dated July 18, 2023, and Sublease Agreement dated July 5, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - a. One (1) 2018 Stargate Trailer SDA (s/n 2S9DA6351JM117705)

The property to which the security relates includes all personal property and assets, including and not limited to, all book debts, rents, inventory, and all attachments, fixtures, vehicles, trailers and equipment wherever located, all securities, cash and all proceeds of real property and all other collateral however described of the above-noted insolvent person, including but not limited to all assets leased to the above-noted insolvent person, and the proceeds thereof.

- 2. The security that is to be enforced is in the form of:
 - a) General Security Agreement dated August 15, 2022;
 - b) Conditional Sales Contract dated October 13, 2022, in relation to the following specific collateral:
 - i. One (1) New 2022 Mercedes Benz Sprinter V6 2500 Cargo 170 Van (s/n W1Y4ECHY3NP443994)
 - c) Master Lease Agreement dated April 3, 2023, and the following leasing schedules:
 - i. Schedule 201000073323 dated April 3, 2023, in relation to the following:
 - a. One (1) 2021 Gincor Live Bottom Trailer Live Bottom (s/n 2G9LS5433MB105053)

- ii. Schedule 201000074083 dated May 15, 2023, and Sublease Agreement dated May 15, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - a. One (1) 2015 Cobra Quad Trailer Quad (s/n 2C9B2R3FXF1012879)
- iii. Schedule 201000074595 dated July 18, 2023, and Sublease Agreement dated July 5, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:
 - a. One (1) 2018 Stargate Trailer SDA (s/n 2S9DA6351JM117705)
- 3. The total amount of indebtedness secured by the security is \$755,150.32 as at April 23, 2025, plus interest as set out in the agreements and plus the Bank's solicitor and client and professional costs on a full indemnity basis.
- 4. The secured creditor will not have the right to enforce its security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 24th day of April, 2025.

ROYAL BANK OF CANADA by its solicitors, Harrison Pensa LLP

46

Per:

Timothy C. Hogan Harrison Pensa LLP 130 Dufferin Avenue, Suite 1101 London, ON N6A 4K3 (519) 661-6705

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.

CONSENT (s.244(2) of the Bankruptcy and Insolvency Act)

THE UNDERSIGNED hereby acknowledges receipt of a copy of Royal Bank of Canada's demand dated April 24, 2025, and the Notice of Intention to Enforce Security dated April 24, 2025, pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10-day period set out in the demand and notice and consents to the immediate enforcement Royal Bank of Canada's security.

DATED at	, Ontario this	day of	, 2025.
		2758081 O	NTARIO INC.
		Per:I have autho	ority to bind the corporation
Witness		Jasvir Singl	h
Witness		Gurtinder S	ingh Shanker

NOTICE OF INTENTION TO ENFORCE SECURITY (Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 2524514 Ontario Inc., an insolvent person

TAKE NOTICE THAT:

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

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

a. General Security Agreement dated December 28, 2022.

The property to which the security relates includes all personal property and assets, including and not limited to, all book debts, rents, inventory, and all attachments, fixtures, and equipment wherever located, all securities, cash and all proceeds of real property and all other collateral however described of the above-noted insolvent person, and the proceeds thereof.

- 2. The security that is to be enforced is in the form of:
 - a. General Security Agreement dated December 28, 2022.
- 3. The total amount of indebtedness secured by the security is \$364,516.73 as at April 23, 2025, plus interest as set out in the agreements and plus the Bank's solicitor and client and professional costs on a full indemnity basis.
- 4. The secured creditor will not have the right to enforce its security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 24th day of April, 2025.

ROYAL BANK OF CANADA by its solicitors, Harrison Pensa LLP

76

Per:

Timothy C. Hogan Harrison Pensa LLP 130 Dufferin Avenue, Suite 1101 London, ON N6A 4K3 (519) 661-6705

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.

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DATED at	, Ontario this	day of	, 2025.
		2524514 ON	NTARIO INC.
		Per: I have autho	ority to bind the corporation
Witness		Gurtinder Si	ingh Shanker



Timothy C. Hogan

Direct Line: (519)-661-6743 thogan@harrisonpensa.com

Legal Assistant: Amy Broome Direct Line: (226) 605-0383 abroome@harrisonpensa.com

April 24, 2025

Via Registered & Regular Mail & E-mail – sunnyshanker@hotmail.com

2524514 Ontario Inc. 1569 Killarney Beach Road Lefroy, ON L0L 1W0

Dear Sir/Ma'am,

Re: Indebtedness of 2524514 Ontario Inc. to Royal Bank of Canada (the "Bank")
Our File No. 207135

We are the solicitors for the Bank with respect to loans provided to 2524514 Ontario Inc. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank as at April 23, 2025, in the total sum of \$364,516.73, including all interest to April 23, 2025, plus all accruing interest, and plus the Bank's costs of enforcement on a full indemnity basis (the "Indebtedness").

The Indebtedness is comprised of the following:

TOTAL	\$364,516.73	
Visa (ending in 9661) (number subject to change)	\$25,248.66	
Revolving Credit Line (ending in 001) (number subject to change)	\$339,268.07	

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

- 1. Letter Agreement dated February 1, 2024; and,
- 2. General Security Agreement dated December 28, 2022.

On behalf of the Bank, we hereby demand payment of the Indebtedness owing by the Debtor together with interest thereon and all costs to the date of payment.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations, indulgences, acceptance of payments or any continuing credit or provision of banking services shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

The Bank expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to the Debtor, if the Bank becomes aware of any matter which may impair its security. In addition, the Bank reserves the right to restrict or cancel all facilities at any time with no further notice and to restrict the operation of any bank account(s) including placing same on deposit only.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent, the Debtor waives the time period given by the Bank under this notice.

Yours truly,

HARRISON PENSA LLP

Timothy C. Hogan TCH/abr

Enclosure

Cc: Gurtinder Singh Shanker, as guarantor

MAILSTUSIE

Canada Post Corporation / Société canadienne des nostes

Caledon East ON

33-086-584 (17-12)

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indemnités et les droits à votre installation postale. Sender Expéditeur Instructions pour l'expéditeur Sender Instructions Harrison Note: Bulk Receipt is to be completed for 3 or Avis: Récépissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale. more items. Present mailings at any Postal Outlet. A Complete and remove customer receipt. A Remplissez et retirez le récépissé du client. Remove paper backing from receipt. 130 Dufferin Avenue, Suite 1101 B Retirez la pellicule protectrice du récépissé. London, ON N6A 5R2 Affix receipt to this form. C Collez le récépissé sur cette formule. Retirez le code à barres du bas et l'apposer sur le "Document de salsie des donnés" Remove bottom bar code and affix to Date: April 24,2025 "Trace Mail Data Capture Document" pour le courrier repérable. 206970/TCH E Remove paper backing from label Retirez la pellicule de l'étiquette. Apply label to envelope F Collez l'étiquette sur l'enveloppe RECOMMANDÉ REGISTERED RÉGIME INTÉRIEUR DOMESTIC CUSTOMER RECEIPT REÇU DU CLIENT Destinataire 2758081 Ontario Inc. 1850 Britannia Rd.E. MISSISSAUGA ON LAWIJ3 RN 885 987 354 CA London O 33-086-584 (17-12) POSTES REGISTERED RECOMMANDÉ DOMESTIC RÉGIME INTÉRIEUR **CUSTOMER RECEIPT** RECU DU CLIENT Destinataire (9) 2758081 Ontaino Inc. London Station B 616 Richmond St Addresse Blach Rd.

Elty | Pay. | Postal Code |

ERTOY ON LOC | TWO 1888 550-6333 2025 -04-RN 885 987 368 CA London ON NGA 3EO 33-086-584 (17-12) RECOMMANDÉ REGISTERED (12)**RÉGIME INTÉRIEUR** DOMESTIC CUSTOMER RECEIPT London Station B Destinataire 515 Richmond St Gertinder Singh Shanker 2025 -04- 24 1569 Killarrey Beach Rd. 1888 550-6333 LOL IWO efroy NO London O 0 RN 885 987 371 CA NGA 3E(15) 33-086-584 (17-12) REGISTERED RECOMMANDÉ DOMESTIC RÉGIME INTÉRIEUR London Station B CUSTOMER RECEIPT REÇU DU CLIENT 515 Ricomond St Destinataire asuir Singh Continued on reverse Suite au verso London ON

RN 885 987 385 CA

NGA 3EO

EXHIBIT "Q"

From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, April 29, 2025 5:08 PM

To: Tim Hogan

takharjasvira9170@gmail.com; Singh Haulage Cc: Subject: 2758081 Ontario Inc./ Royal Bank of Canada

You don't often get email from marryam@amlawyers.ca. Learn why this is important

[EXTERNAL EMAIL]

Hello Tim.

We are the lawyers for 2758081 Ontario Inc.

We are currently reviewing your letter dated April 24, 2025 and will be in touch with you shortly.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

A&M Lawyers Professional Corporation

13-7050A Bramalea Road Mississauga, Ontario L5S 1T1

www.amlawyers.ca



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EXHIBIT "R"

From: Tim Hogan

Sent: Monday, May 5, 2025 5:57 PM **To:** Marryam@amlawyers.ca

Cc: candida.hoyland@rbc.com; Kinsey Greenfield

Subject: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Attachments: 2524514 ONTARIO INC. RTP notice.pdf

Marryam

Can you advise if you are counsel to 2524514 Ontario as well as 2758081 Ontario?

Please note that 2758081 Ontario's accounts are over limit, Visa cards are overlimit and the credit facilities are in default. Please see attached Requirement to Pay issued by CRA to RBC in relation to HST owing by 2758081 Ontario. The Bank is also concerned as to the veracity of financial reporting provided by the borrowers.

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Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Friday, May 2, 2025 2:44 PM

To: Tim Hogan < thogan@harrisonpensa.com>

Cc: Singh Haulage <singhhaulage@gmail.com>; takharjasvira9170@gmail.com

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada

[EXTERNAL EMAIL]

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Please provide your clients instructions and if agreeable, we can discuss the monthly payment amount.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

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F: 416-901-8125

E: marryam@amlawyers.ca

A&M Lawyers Professional Corporation

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EXHIBIT "S"

From: Tim Hogan

Sent: Thursday, May 8, 2025 12:28 PM

To: Marryam@amlawyers.ca

Cc: candida.hoyland@rbc.com; Kinsey Greenfield; Jason DiFruscia; Victoria Adams; Amy

Broome

Subject: RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

We record no response to the below e-mail.

The Bank will now look to make application to the Court seeking an Order appointing a Receiver.

Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Tim Hogan <hogan@harrisonpensa.com>

Sent: Monday, May 5, 2025 5:57 PM

To: Marryam@amlawyers.ca

Cc: candida.hoyland@rbc.com; Kinsey Greenfield < kgreenfield@harrisonpensa.com > **Subject:** 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

Can you advise if you are counsel to 2524514 Ontario as well as 2758081 Ontario?

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Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Friday, May 2, 2025 2:44 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: Singh Haulage <singhhaulage@gmail.com>; takharjasvira9170@gmail.com

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada

[EXTERNAL EMAIL]

Hello Tim,

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Please provide your clients instructions and if agreeable, we can discuss the monthly payment amount.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

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F: 416-901-8125

E: marryam@amlawyers.ca

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Subject: 2758081 Ontario Inc./ Royal Bank of Canada

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We are currently reviewing your letter dated April 24, 2025 and will be in touch with you shortly.

Regards,

Marryam Singh, B.A., LL.B., LL.M. Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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EXHIBIT "T"

Cc: Subjec Attach	ect: Re: 2758081	rland@rbc.com; Kinsey Greenfield 1 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154] Payable to CRApdf; HST Account Payable to CRApdf
[EXTER Hello T	ERNAL EMAIL] o Tim,	
Please	se see below the answers along with th	e attached documents.
1.		accounts with CRA – please see attached Requirement to Pay to HST; HST account payable to CRA in detail(yearly
2.	2. The status of operations of 27580 is to provide Interline Freight Se	081 Ontario? The status of operations of 2758081 Ontario Inc. e rvices.
3.	3. Where is 2758081 Ontario bankir	ng? It's RBC Bank.
4.	4. The status of operations of 27580	081 Ontario? Duplicate of 2.
5.	5. The current status of CRA account account is attached.	nts for 2758081 Ontario. All accounts with CRA, statement of
6.	6. The status of operations of Guza	rish Transport Inc.? As Freight Forwarding services.
7.	•	er van and trailers/equipment secured under the Conditional Vill you client agree to the Bank's agent inspecting these assets? Information regarding this.

1

Marryam Singh < Marryam@amlawyers.ca>

Monday, May 12, 2025 10:19 AM

Tim Hogan

From:

Sent:

To:

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>

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Payroll - RP0001

View and pay account balance

As of May 9, 2025

The following account information is not a complete statement of account.

Tax year balances

Select the link to view detail

Tax	\$ Amount	\$ Amount unpaid @		\$ Balance	¢ Palance O		
year @	paid @			adjustment	\$ Balance @		
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
<u>2024</u>	\$0.00	00.02	1 \$0.00 \$0.00	\$0.00	\$25,522.74	\$0.00	\$25,522.74
		\$0.00	Dr	φ0.00	Dr		
2023	\$0.00	\$0.00	\$42,906.63	\$0.00	\$42,906.63		
Security Sec		40.00	Dr	Ψ0.00	Dr		
<u>2022</u> \$	\$0.00	\$23,573.10	\$23,573.10	\$0.00	\$0.00		
	Ψ0.00	Cr	Dr	40.00	Ψ0.00		
2020	\$0.00	\$3,465	\$3,465.00	\$3,465.00	\$0.00	\$0.00	
		Cr	Dr	Ψ0.00	Ψ0.00		

Note: The outstanding balance below may not reflect the total amount owing, see <u>View and pay wage and hiring subsidy balances</u> for additional payroll amounts.

Arrears account balances

Select the link to view detail

Tax year ②	\$ Amount owing ②	\$ Uncharged interest @	\$ Law cost @
2025	\$0.00	\$0.00	\$0.00
<u>2024</u>	\$0.00	\$0.00	
2023	\$554.15 Dr	\$2.07 Dr	
2022	\$31,814.48 Dr	\$118.75 Dr	
2020	\$5,032.72 Dr	\$18.78 Dr	
Total	\$37,401.35 Dr	\$139.60 Dr	\$0.00

Current total amount owing: \$37,540.95

Account balance and activities

View account transactions

Screen ID: A-B-SA-RP-VB-01

Version: 2025-05-02 1:06:09 p.m. (25.02.10-RELEASE)

GST/HST - RT0001

View and pay account balance

As of May 9, 2025

Note: Credits may be held on this account because of unfiled return(s).

Outstanding balance and services



Amount owing: \$1,859,945.80

<u>View account transactions</u> <u>Calculate future balance</u> <u>View interest</u>

Payment on filing and Interim balance

Current interim balance: \$0.00

Period-end balances

Select the link to view account transactions

Period-end	Interim balance	CR/DR	Balance	CR/DR
March 31, 2024	\$0.00		\$265.40	
December 31, 2023	\$0.00		\$283,960.06	
September 30, 2023	\$0.00		\$295,577.86	
June 30, 2023	\$0.00		\$162,306.01	
March 31, 2023	\$0.00		\$167,176.89	
December 31, 2022	\$0.00		\$262,530.35	
September 30, 2022	\$0.00		\$248,385.02	
June 30, 2022	\$0.00		\$96,628.80	
March 31, 2022	\$0.00		\$78,712.76	
December 31, 2021	\$0.00		\$200,379.30	
September 30, 2021	\$0.00		\$64,023.35	
June 30, 2021	\$0.00		\$0.00	
March 31, 2021	\$0.00		\$0.00	
December 31, 2020	\$0.00		\$0.00	
September 30, 2020	\$0.00		\$0.00	
TOTAL	\$0.00		\$1,859,945.80	

Items per page:

15 🔻

1 to 15 of 15



Export to CSV

Quick links

Request remittance vouchers

Corporation income tax - RC0001

View and pay account balance

As of May 9, 2025

Outstanding balance and services

Amount owing: \$32,339.91

<u>View account transactions</u> <u>Calculate future balance</u> <u>View interest</u>

Payment on filing and Interim balance



Current interim balance: \$0.00

Period-end balances

Select the link to view account transactions

Period-end	Interim balance	CR/DR	Balance	CR/DR
December 31, 2024	\$0.00		\$0.00	
December 31, 2023	\$0.00		\$0.00	
December 31, 2022	\$0.00		\$0.00	
December 31, 2021	\$0.00		\$17,832.41	
December 31, 2020	\$0.00		\$14,507.50	
TOTAL	\$0.00		\$32,339.91	

Export to CSV

Quick links

Request remittance vouchers

Screen ID: A-B-RC-VB-01

Version: 2025-05-02 1:06:09 p.m. (25.02.10-RELEASE)

GST/HST - RT0001

View and pay account balance

As of May 9, 2025

Note: Credits may be held on this account because of unfiled return(s).

Outstanding balance and services



Amount owing: \$1,859,945.80

View account transactions

Calculate future balance

View interest

Payment on filing and Interim balance



Current interim balance: \$0.00

Period-end balances

Select the link to view account transactions

Period-end	Interim balance	CR/DR	Balance	CR/DR
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Items per page:

15

1 to 15 of 15

< < >

Export to CSV

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Request remittance vouchers

EXHIBIT "U"

From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, May 13, 2025 12:17 PM

To: Tim Hogan

Cc: candida.hoyland@rbc.com; Kinsey Greenfield; Jason DiFruscia; Victoria Adams **Subject:** Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Some people who received this message don't often get email from marryam@amlawyers.ca. Learn why this is important

[EXTERNAL EMAIL]

Hello Tim,

In addition to the 2758081 Ontario Inc. company, our clients are also the operators of 2524514 Ontario Inc., which you sent Indebtedness documents in the amount of \$364,516.73.

Do you have a moment to chat today?

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

A&M Lawyers Professional Corporation

13-7050A Bramalea Road Mississauga, Ontario L5S 1T1

www.amlawyers.ca



Professional Corporation

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From: Tim Hogan <thogan@harrisonpensa.com>

Sent: Monday, May 12, 2025 2:33 PM

To: Marryam Singh < Marryam@amlawyers.ca>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>; Jason DiFruscia <jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com> **Subject:** RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

Please provider the location of the Sprinter van and trailers/equipment secured under the Conditional Sales Contract and the Lease today.

Thank-you

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Monday, May 12, 2025 10:19 AM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: candida.hoyland@rbc.com; Kinsey Greenfield <kgreenfield@harrisonpensa.com> **Subject:** Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

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Hello Tim,

Please see below the answers along with the attached documents.

- The status of 2758081 Ontario's accounts with CRA please see attached Requirement to Pay issued by CRA to RBC in relation to HST; HST account payable to CRA in detail(yearly breakdown) is attached.
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- 3. Where is 2758081 Ontario banking? It's RBC Bank.
- 4. The status of operations of 2758081 Ontario? **Duplicate of 2.**
- 5. The current status of CRA accounts for 2758081 Ontario. All accounts with CRA, statement of account is attached.
- 6. The status of operations of Guzarish Transport Inc.? As Freight Forwarding services.
- 7. The location of the below Sprinter van and trailers/equipment secured under the Conditional Sales Contract and the Lease? Will you client agree to the Bank's agent inspecting these assets? Corporation will provide all the information regarding this.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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From: Tim Hogan < thogan@harrisonpensa.com>

Sent: Monday, May 5, 2025 5:57 PM

To: Marryam Singh < Marryam@amlawyers.ca>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>

Subject: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

Can you advise if you are counsel to 2524514 Ontario as well as 2758081 Ontario?

Please note that 2758081 Ontario's accounts are over limit, Visa cards are overlimit and the credit facilities are in default. Please see attached Requirement to Pay issued by CRA to RBC in relation to HST owing by 2758081 Ontario. The Bank is also concerned as to the veracity of financial reporting provided by the borrowers.

The Bank is not in a position to consider any payment plan and needs to address the following issues:

- 1. The status of 2758081 Ontario's accounts with CRA please see attached Requirement to Pay issued by CRA to RBC in relation to HST;
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- 3. Where is 2758081 Ontario banking?
- 4. The status of operations of 2758081 Ontario?
- 5. The current status of CRA accounts for 2758081 Ontario
- 6. The status of operations of Guzarish Transport Inc.?

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 - 1. a conditional sales contract dated October 13, 2022 (the "Conditional Sales Contract"), in relation to the following specific collateral: One (1) New 2022 Mercedes Benz Sprinter V6 2500 Cargo 170 Van (s/n W1Y4ECHY3NP443994).
 - 2. a Master Lease Agreement dated April 3, 2023, and the following leasing schedules (collectively, the "Lease"):
 - a. Schedule 201000073323 dated April 3, 2023^[1], in relation to the following: One (1) 2021 Gincor Live Bottom Trailer Live Bottom (s/n 2G9LS5433MB105053)
 - Schedule 201000074083 dated May 15, 2023, and Sublease Agreement dated May 15, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following: One (1) 2015 Cobra Quad Trailer Quad (s/n 2C9B2R3FXF1012879)
 - c. Schedule 201000074595 dated July 18, 2023, and Sublease Agreement dated July 5, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:

i. One (1) 2018 Stargate Trailer SDA (s/n 2S9DA6351JM117705)

Also, please advise of the principals /guarantors are on a position to pledge any security over personal assets in consideration of any potential forbearance.

Please advise on the above as soon as possible and by no later than Wednesday May 7, 2025 at 4 pm.

We confirm that the notice period under the demand and notice issued to 2758081 Ontario dated April 24, 2005, has now expires effective today.

Please be advised that the Bank is now providing forbearance on a day-to-day basis in its discretion. This forbearance can be terminated with no further notice and the Bank continues to rely on the demand and notice issued and does reserve all rights.

Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Friday, May 2, 2025 2:44 PM

To: Tim Hogan < thogan@harrisonpensa.com>

Cc: Singh Haulage <singhhaulage@gmail.com>; takharjasvira9170@gmail.com

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada

[EXTERNAL EMAIL]
Hello Tim,

Is your client open to discussing a monthly payment plan? We are exploring options to get our clients to make arrangements to pay the indebtedness.

Please provide your clients instructions and if agreeable, we can discuss the monthly payment amount.

Regards,

Marryam Singh, B.A., LL.B., LL.M. *Managing Partner*

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

A&M Lawyers Professional Corporation

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, April 29, 2025 5:08 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: takharjasvira9170@gmail.com <takharjasvira9170@gmail.com>; Singh Haulage <singhhaulage@gmail.com>

Subject: 2758081 Ontario Inc./ Royal Bank of Canada

Hello Tim,

We are the lawyers for 2758081 Ontario Inc.

We are currently reviewing your letter dated April 24, 2025 and will be in touch with you shortly.

Regards,

Marryam Singh, B.A., LL.B., LL.M. *Managing Partner*

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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We note that the signing line is undated on this leasing schedule. As the Power of Attorney and Master Lease are both dated April 3, 2023 we assume that all these documents were executed on the same date (April 3, 2023). This, if challenged, would be subject to court review.

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EXHIBIT "V"

From: Tim Hogan

Sent: Tuesday, May 20, 2025 9:17 PM

To: Marryam Singh

Cc:candida.hoyland@rbc.com; Kinsey Greenfield; Jason DiFruscia; Victoria AdamsSubject:RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

The Borrowers are in material and substantial default to the Bank, including reporting defaults, payment delinquencies and the following arrears to CRA:

- 275: \$1,859,945.80 in HST arrears and \$37,401.35 in employment source deduction
- 252: \$157,215.82 in relation to Corporate Tax arrears.

The Borrowers have not provided the location of the assets below as requested by the Bank.

No credit nor banking services are available to these borrowers. The demands issued by the Bank have expired.

The Bank will be issuing a Statement of Claim as against 2758081 Ontario Inc, 2524514 Ontario Inc and the guarantors and will be moving for an Order appointing msi Spergel inc. as Receiver.

We can speak as to these matters, noting that the Bank reserves all rights and continues to rely on the demands issued.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, May 20, 2025 5:48 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: candida.hoyland@rbc.com; Kinsey Greenfield kgreenfield@harrisonpensa.com; Jason DiFruscia

<jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

[EXTERNAL EMAIL]

Hello Tim.

Following up on my last email.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, May 13, 2025 12:16 PM

To: Tim Hogan < thogan@harrisonpensa.com>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>;

Jason DiFruscia <jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Hello Tim,

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Do you have a moment to chat today?

Regards,

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Cc: candida.hoyland@rbc.com; Kinsey Greenfield kgreenfield@harrisonpensa.com;

Jason DiFruscia <jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

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Thank-you

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Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

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Also, please advise of the principals /guarantors are on a position to pledge any security over personal assets in consideration of any potential forbearance.

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Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Friday, May 2, 2025 2:44 PM

To: Tim Hogan < thogan@harrisonpensa.com>

Cc: Singh Haulage <singhhaulage@gmail.com>; takharjasvira9170@gmail.com

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada

[EXTERNAL EMAIL]

Hello Tim,

Is your client open to discussing a monthly payment plan? We are exploring options to get our clients to make arrangements to pay the indebtedness.

Please provide your clients instructions and if agreeable, we can discuss the monthly payment amount.

Regards,

Marryam Singh, B.A., LL.B., LL.M. Managing Partner

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Cc: takharjasvira9170@gmail.com <takharjasvira9170@gmail.com>; Singh Haulage <singhhaulage@gmail.com>

Subject: 2758081 Ontario Inc./ Royal Bank of Canada

Hello Tim,

We are the lawyers for 2758081 Ontario Inc.

We are currently reviewing your letter dated April 24, 2025 and will be in touch with you shortly.

Regards,

Marryam Singh, B.A., LL.B., LL.M. *Managing Partner*

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F: 416-901-8125

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We note that the signing line is undated on this leasing schedule. As the Power of Attorney and Master Lease are both dated April 3, 2023 we assume that all these documents were executed on the same date (April 3, 2023). This, if challenged, would be subject to court review.
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EXHIBIT "W"

From: Tim Hogan

Sent: Thursday, May 22, 2025 3:09 PM

To: 'Marryam Singh'

Cc: candida.hoyland@rbc.com; Kinsey Greenfield; Jason DiFruscia; Victoria Adams

Subject: RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Hi Marryam,

No credit nor banking has been available to either borrower since the RTP's issued by CRA to the Bank with respect to CRA arrears for both borrowers on March 18, 2025.

The CRA arrears are material, the Bank has no visibility on operations and no confidence the borrowers can deal with both CRA and the Bank debt.

The Bank is moving for to appoint msi Spergel inc. as receiver.

Can you advise if you will be counsel, and to save costs, if your office will accept service of pleadings?

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Wednesday, May 21, 2025 2:04 PM **To:** Tim Hogan <thogan@harrisonpensa.com>

Cc: candida.hoyland@rbc.com; Kinsey Greenfield kgreenfield@harrisonpensa.com; Jason DiFruscia

<jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com> **Subject:** Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

[EXTERNAL EMAIL]

Hello Tim,

Our clients are hoping to avoid Receivership.

Can we please discuss a payment plan to make the payments on a monthly basis?

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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From: Tim Hogan < thogan@harrisonpensa.com >

Sent: Tuesday, May 20, 2025 9:16 PM

To: Marryam Singh < Marryam@amlawyers.ca>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>;

Jason DiFruscia < jdifruscia@harrisonpensa.com >; Victoria Adams < vadams@harrisonpensa.com >

Subject: RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

The Borrowers are in material and substantial default to the Bank, including reporting defaults, payment delinquencies and the following arrears to CRA:

- 275: \$1,859,945.80 in HST arrears and \$37,401.35 in employment source deduction
- 252: \$157,215.82 in relation to Corporate Tax arrears.

The Borrowers have not provided the location of the assets below as requested by the Bank.

No credit nor banking services are available to these borrowers. The demands issued by the Bank have expired.

The Bank will be issuing a Statement of Claim as against 2758081 Ontario Inc, 2524514 Ontario Inc and the guarantors and will be moving for an Order appointing msi Spergel inc. as Receiver.

We can speak as to these matters, noting that the Bank reserves all rights and continues to rely on the demands issued.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, May 20, 2025 5:48 PM

To: Tim Hogan < thogan@harrisonpensa.com >

Cc: candida.hoyland@rbc.com; Kinsey Greenfield kgreenfield@harrisonpensa.com; Jason DiFruscia

<<u>idifruscia@harrisonpensa.com</u>>; Victoria Adams <<u>vadams@harrisonpensa.com</u>> **Subject:** Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

[EXTERNAL EMAIL]

Hello Tim,

Following up on my last email.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, May 13, 2025 12:16 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>;

Jason DiFruscia <jdifruscia@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Hello Tim,

In addition to the 2758081 Ontario Inc. company, our clients are also the operators of 2524514 Ontario Inc., which you sent Indebtedness documents in the amount of \$364,516.73.

Do you have a moment to chat today?

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

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From: Tim Hogan <thogan@harrisonpensa.com>

Sent: Monday, May 12, 2025 2:33 PM

To: Marryam Singh < Marryam@amlawyers.ca>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>;

Jason DiFruscia < idifruscia@harrisonpensa.com >; Victoria Adams < vadams@harrisonpensa.com >

Subject: RE: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

Please provider the location of the Sprinter van and trailers/equipment secured under the Conditional Sales Contract and the Lease today.

Thank-you

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Monday, May 12, 2025 10:19 AM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: <u>candida.hoyland@rbc.com</u>; Kinsey Greenfield < <u>kgreenfield@harrisonpensa.com</u>> **Subject:** Re: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

[EXTERNAL EMAIL]

Hello Tim,

Please see below the answers along with the attached documents.

- The status of 2758081 Ontario's accounts with CRA please see attached Requirement to Pay issued by CRA to RBC in relation to HST; HST account payable to CRA in detail(yearly breakdown) is attached.
- 2. The status of operations of 2758081 Ontario? **The status of operations of 2758081 Ontario Inc.** is to provide Interline Freight Services.
- 3. Where is 2758081 Ontario banking? It's RBC Bank.
- 4. The status of operations of 2758081 Ontario? **Duplicate of 2.**
- 5. The current status of CRA accounts for 2758081 Ontario. All accounts with CRA, statement of account is attached.
- 6. The status of operations of Guzarish Transport Inc.? As Freight Forwarding services.
- 7. The location of the below Sprinter van and trailers/equipment secured under the Conditional Sales Contract and the Lease? Will you client agree to the Bank's agent inspecting these assets? Corporation will provide all the information regarding this.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

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F: 416-901-8125

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From: Tim Hogan < thogan@harrisonpensa.com >

Sent: Monday, May 5, 2025 5:57 PM

To: Marryam Singh < Marryam@amlawyers.ca>

Cc: candida.hoyland@rbc.com <candida.hoyland@rbc.com>; Kinsey Greenfield <kgreenfield@harrisonpensa.com>

Subject: 2758081 Ontario Inc./ Royal Bank of Canada [IMAN-HPMAIN.FID1091154]

Marryam

Can you advise if you are counsel to 2524514 Ontario as well as 2758081 Ontario?

Please note that 2758081 Ontario's accounts are over limit, Visa cards are overlimit and the credit facilities are in default. Please see attached Requirement to Pay issued by CRA to RBC in relation to HST owing by 2758081 Ontario. The Bank is also concerned as to the veracity of financial reporting provided by the borrowers.

The Bank is not in a position to consider any payment plan and needs to address the following issues:

- The status of 2758081 Ontario's accounts with CRA please see attached Requirement to Pay issued by CRA to RBC in relation to HST;
- 2. The status of operations of 2758081 Ontario?
- 3. Where is 2758081 Ontario banking?
- 4. The status of operations of 2758081 Ontario?
- 5. The current status of CRA accounts for 2758081 Ontario
- 6. The status of operations of Guzarish Transport Inc.?
- 7. The location of the below Sprinter van and trailers/equipment secured under the Conditional Sales Contract and the Lease? Will you client agree to the Bank's agent inspecting these assets?
 - 1. a conditional sales contract dated October 13, 2022 (the "Conditional Sales Contract"), in relation to the following specific collateral: One (1) New 2022 Mercedes Benz Sprinter V6 2500 Cargo 170 Van (s/n W1Y4ECHY3NP443994).
 - 2. a Master Lease Agreement dated April 3, 2023, and the following leasing schedules (collectively, the "Lease"):

- a. Schedule 201000073323 dated April 3, 2023^[1], in relation to the following: One (1) 2021 Gincor Live Bottom Trailer Live Bottom (s/n 2G9LS5433MB105053)
- Schedule 201000074083 dated May 15, 2023, and Sublease Agreement dated May 15, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following: One (1) 2015 Cobra Quad Trailer Quad (s/n 2C9B2R3FXF1012879)
- c. Schedule 201000074595 dated July 18, 2023, and Sublease Agreement dated July 5, 2023 between 275 Ontario (as lessee), Guzarish Transport Inc. (as sublessee), and the Bank in relation to the following:

i. One (1) 2018 Stargate Trailer SDA (s/n 2S9DA6351JM117705)

Also, please advise of the principals /guarantors are on a position to pledge any security over personal assets in consideration of any potential forbearance.

Please advise on the above as soon as possible and by no later than Wednesday May 7, 2025 at 4 pm.

We confirm that the notice period under the demand and notice issued to 2758081 Ontario dated April 24, 2005, has now expires effective today.

Please be advised that the Bank is now providing forbearance on a day-to-day basis in its discretion. This forbearance can be terminated with no further notice and the Bank continues to rely on the demand and notice issued and does reserve all rights.

Thank-you.

Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Friday, May 2, 2025 2:44 PM

To: Tim Hogan < thogan@harrisonpensa.com >

Cc: Singh Haulage < singhhaulage@gmail.com >; takharjasvira9170@gmail.com

Subject: Re: 2758081 Ontario Inc./ Royal Bank of Canada

[EXTERNAL EMAIL]

Hello Tim,

Is your client open to discussing a monthly payment plan? We are exploring options to get our clients to make arrangements to pay the indebtedness.

Please provide your clients instructions and if agreeable, we can discuss the monthly payment amount.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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From: Marryam Singh < Marryam@amlawyers.ca>

Sent: Tuesday, April 29, 2025 5:08 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: takharjasvira9170@gmail.com <takharjasvira9170@gmail.com>; Singh Haulage <singhhaulage@gmail.com>

Subject: 2758081 Ontario Inc./ Royal Bank of Canada

Hello Tim,

We are the lawyers for 2758081 Ontario Inc.

We are currently reviewing your letter dated April 24, 2025 and will be in touch with you shortly.

Regards,

Marryam Singh, B.A., LL.B., LL.M.

Managing Partner

T: 416-635-1105 ext 103

F: 416-901-8125

E: marryam@amlawyers.ca

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We note that the signing line is undated on this leasing schedule. As the Power of Attorney and Master Lease are bot dated April 3, 2023 we assume that all these documents were executed on the same date (April 3, 2023). This, if challenged, would be subject to court review.	th
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Plaintiff Defendants

Court File No. CV-25-00002689-0000

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AFFIDAVIT

HARRISON PENSA LLP

Barristers & Solicitors 130 Dufferin Avenue, Suite 1101 London, ON N6A 5R2

Timothy C. Hogan (LSO#36553S)

Tel: (519) 679-9660 Fax: (519) 667-3362

Email: thogan@harrisonpensa.com

Lawyers for the Plaintiff, Royal Bank of Canada Plaintiff Defendants

Court File No. CV-25-00002689-0000

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON, ONTARIO

MOTION RECORD

HARRISON PENSA LLP

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Email: thogan@harrisonpensa.com

Lawyers for the Plaintiff, Royal Bank of Canada