

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

– and –

10337200 CANADA INC. d/b/a OVERLAND EAST TRANSPORTATION

Respondent

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

RESPONDENT'S RECORD

**AGL LAW PROFESSIONAL
CORPORATION**

5-7003 Steeles Ave W
Toronto, ON
M9W 0A2

Guramrit Singh Lamba
LSO No.: 81190D

Tel: (647) – 570 – 6508
Email: glamba@agllaw.ca

Lawyer for the Respondent

TO: SERVICE LIST

ONTARIO
SUPERIOR COURT OF JUSTICE

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Exhibits attached to the Affidavit
 - A. Private and alternative lender correspondence regarding financing enquiries.
 - B. Documents relating to the sale of certain trucks and trailers.
 - C. Business Development Bank of Canada loan documents.
 - D. List of trucks and trailers currently owned or leased by the Company.
 - E. Documents relating to voluntary surrender of financed assets.
3. Service List

TAB 1

January 28, 2026

Cristian Delfino
AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
email: cdelfino@airdberlis.com

Jeremy Nemers
AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
email: jnemers@airdberlis.com

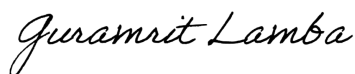
**RE: Respondent's Position on Application Under Subsection 243(1) Of The
Bankruptcy and Insolvency Act, R.S.C. 1985. C. B-3, As Amended and Section 101
of the Courts of Justice Act, R.S.O. 1990, C. C.43 As Amended**

We write on behalf of the Respondent, 10337200 Canada Inc. d/b/a Overland East Transportation, in connection with the above-noted application.

Please find attached the Affidavit of Sana Pervaiz, sworn in response to the Application. As set out in the affidavit, the Respondent does not oppose the appointment of a receiver and confirms its readiness to cooperate fully with any court-appointed receiver in an orderly, transparent, and commercially reasonable manner.

The Respondent remains committed to assisting in the process and to providing any information or documentation reasonably required. Should you require any further information, clarification, or materials, please do not hesitate to contact us. We would be pleased to cooperate.

Yours truly,



Guramrit Singh Lamba
Barrister and Solicitor
AGL Law Professional Corporation
5-7003 Steeles Ave. West,
Toronto, ON, M9W 0A2

ROYAL BANK OF CANADA

- and - **10337200 CANADA INC. d/b/a OVERLAND EAST
TRANSPORTATION**

Applicant

Respondent

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

RESPONDENT'S RESPONDING RECORD

**AGL LAW PROFESSIONAL
CORPORATION**
5-7003 Steeles Ave W
Toronto, ON
M9W 0A2

Guramrit Singh Lamba

LSO#: 81190D

Tel: (647) 570-6508

Email: glamba@agllaw.ca

Lawyer for Respondent

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

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AFFIDAVIT OF SANA PERVAIZ

I, Sana Pervaiz, of the City of Brampton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a director and officer of 10337200 Canada Inc. d/b/a Overland East Transportation (the “Respondent” or the “Company”) and have personal knowledge of the matters deposed to herein, except where stated to be on information and belief.
2. I swear this affidavit in response to the Application brought by the Royal Bank of Canada and for the purpose of advising this Honourable Court of the Company’s readiness to


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cooperate fully with a court-appointed receiver, should the Court determine that such an appointment is appropriate.

3. The Company confirms that it is prepared to fully cooperate with any receiver appointed by this Honourable Court, including Spergel Inc., in accordance with the terms of any Receiver Appointment Order.
4. Without limiting the foregoing, the Company undertakes to provide the receiver with full and timely access to its books and records, financial information, asset details and supporting documentation, and operational information necessary to assess the business.
5. During the relevant period, the Company actively sought alternative and private financing in order to stabilize operations and meet its financial obligations.
6. In furtherance of these efforts, the Company engaged in communications with multiple private and alternative lenders, including REV Capital (Canada) Inc., E-Capital, Smart Fleet Funding, Accord Financial, and Swoop Funding, in an effort to secure replacement and supplemental financing.
7. Copies of correspondence, funding enquiries, and onboarding and application materials evidencing these financing efforts are attached collectively as ***Exhibit "A"***.
8. The Company's refinancing and restructuring efforts occurred during a period of challenging Canadian economic conditions, including elevated interest rates, tightened commercial credit markets, and increasingly conservative lending practices by institutional and private lenders.
9. The Company was advised by multiple financing sources that lending policies had materially changed, resulting in longer underwriting and approval timelines, increased

collateral and covenant requirements, and reduced risk tolerance for transportation and logistics businesses.

10. These economic and policy conditions were external to the Company's control and materially affected the timing and availability of replacement financing despite the Company's active and ongoing efforts, and the Company's engagement with private lenders, asset sales, and restructuring measures were undertaken in response to these broader market conditions with the objective of preserving operations, maintaining employment where possible, and meeting creditor obligations in a difficult economic environment.
11. In order to inject liquidity into the business and continue operations, the Company sold certain trucks and trailers during the relevant period.
12. These sales were undertaken in the ordinary course of business, for legitimate commercial reasons, and with the intention of sustaining operations and supporting ongoing obligations, and proof of the trucks and trailers sold, including sale documentation and payment records, is attached as ***Exhibit "B"***.
13. The Company also obtained financing through the Business Development Bank of Canada (BDC).
14. Documentation relating to the BDC loan, including the Letter of Offer and related loan materials, is attached as ***Exhibit "C"***.
15. The Company continues to own or control certain trucks and trailers notwithstanding prior asset sales, and has prepared and is providing a comprehensive asset listing, which includes details of trucks and trailers still owned or leased by the Company, identifying details where

available, their operational status, and all other Company assets including non-fleet vehicles and other tangible property.

16. True copies of the current fleet listing and the list of all other Company assets are attached as ***Exhibit “D”***, and the Company confirms that no assets were concealed, transferred improperly, or dissipated.
17. Due to increasing financial pressures and restructuring efforts, the Company began implementing employee layoffs during the months of August and September, and these layoffs were undertaken progressively as a cost-containment measure intended to preserve remaining operations and limit further losses.
18. During the relevant period, the Company voluntarily self-surrendered certain financed assets to secured creditors in a cooperative and transparent manner.
19. Without limiting the foregoing, such surrenders included assets surrendered to Moneda Capital, Vault Credit Corporation, Daimler Truck Financial Services Canada Corporation, TFG Financial Corporation, and Mitsubishi HC Capital.
20. These surrenders were undertaken without resistance and with the intention of mitigating losses and avoiding unnecessary enforcement costs, and true copies of the surrender documents and related email correspondence are attached collectively as ***Exhibit “E”***.
21. The Company confirms that it has not concealed, dissipated, or improperly transferred assets and that all actions taken were undertaken transparently, in good faith, and with the intention of preserving value and cooperating with creditors.
22. Nothing in this affidavit shall be construed as an admission of default, an admission of insolvency, an admission of misconduct, or a waiver of any legal rights or defences available to the Company or any other party.


23. The Company confirms its readiness to cooperate fully with a court-appointed receiver and to assist in an orderly, supervised, and value-preserving process, should the Court determine that such an appointment is appropriate.

24. I make this affidavit in good faith and for no improper purpose.

Sworn before me via videoconference)
from the City of Brampton, to the Province)
of Ontario, in the Country of Canada to the)
City of Toronto in the Province of Ontario,)
in the Country of Canada on the 28th day of)
January 2026 in accordance with O. Reg)
431/20, Administering Oath or Declaration)
Remotely)


Sana Pervaiz (Jan 28, 2026 13:41:04 EST)

SANA PERVAIZ


Guramrit Singh Lamba (Jan 28, 2026 13:49:03 EST)

Guramrit Singh Lamba (LSO No.: 81190D)
Commissioner for Taking Affidavits









Affidavit of Sana Pervaiz

Final Audit Report

2026-01-28

Created:	2026-01-28
By:	Guramrit Singh Lamba (glamba@agllaw.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW3Gc5hb7U3bC15TNIHA3Hxhdazk06vt6

"Affidavit of Sana Pervaiz" History

-  Document created by Guramrit Lamba (glamba@agllaw.ca)
2026-01-28 - 6:25:35 PM GMT
-  Document emailed to Sana Pervaiz (sanaomer951@gmail.com) for signature
2026-01-28 - 6:25:47 PM GMT
-  Document emailed to Guramrit Lamba (glamba@agllaw.ca) for signature
2026-01-28 - 6:25:47 PM GMT
-  Email viewed by Sana Pervaiz (sanaomer951@gmail.com)
2026-01-28 - 6:37:52 PM GMT
-  Document e-signed by Sana Pervaiz (sanaomer951@gmail.com)
Signature Date: 2026-01-28 - 6:41:04 PM GMT - Time Source: server
-  Signer Guramrit Lamba (glamba@agllaw.ca) entered name at signing as Guramrit Singh Lamba
2026-01-28 - 6:49:01 PM GMT
-  Document e-signed by Guramrit Singh Lamba (glamba@agllaw.ca)
Signing Link is created by Guramrit Singh Lamba (glamba@agllaw.ca)
Signature Date: 2026-01-28 - 6:49:03 PM GMT - Time Source: server
-  Agreement completed.
2026-01-28 - 6:49:03 PM GMT

This is **Exhibit “A”** referred to in the *Affidavit of SANA PERVAIZ* sworn before me via videoconference from the City of Brampton, in the Province of Ontario, in the Country of Canada, to the City of Toronto, in the Province of Ontario, in the Country of Canada on the 28th day of January 2026 in accordance with O. Reg 431/20.



Guramrit Singh Lamba

LSO No.: 81190D



Outlook

WELCOME TO REV: OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC!- Welcome Package + Onboarding Call

From Cassie Alli <CAlli@revinc.com>**Date** Wed 2025-07-30 10:31 AM**To** Dispatch Overland East <dispatch@overlandeast.ca>; Farhan Butt <farhanbutt93@hotmail.com>; omerchaudhary3@gmail.com <omerchaudhary3@gmail.com>; aslimhussain84@gmail.com <aslimhussain84@gmail.com>**Cc** Jon Turner <JTurner@revinc.com>; Shivam Modha <SModha@revinc.com>; Client Success <clientsuccess@revinc.com>

2 attachments (5 MB)

OVER_LAND_EAST_TRANSPORTATION_OB_10337200_CA.pdf; CA_TRAN_CST_CWP_REV-Capital S.M.pdf;

Good morning Farhan, Aslim & Sana,

Welcome to REV Capital! Thank you for trusting us as your funding partner.

Our team will reach out to you soon to schedule your onboarding call. On this call, you'll meet your Client Success Manager and review key details for your first funding:

- Sending a Notice of Assignment (NOA) to your customers so they can confirm they will send payment to our bank account.
- Verifying and approving your first batch of invoices.

Before your onboarding call, please review your **New Client Welcome Package (attached)**. It includes important guidelines on submitting invoices and accessing our Client Portal.

If you need any assistance, please don't hesitate to reach out. We look forward to connecting with you soon!

Sincerely,

Cassie Alli
Legal Administrative Assistant
(855) 879-1511 x 271
11-27 Roytec Road
Woodbridge, ON
L4L 8E3

Welcome to the Future of Cashflow

 New Client Welcome Package for Transportation



Thank you for selecting REV Capital as your chosen financial partner.

Our Onboarding Process:

- 1) To ensure a smooth start, your **Client Success Manager** will help you get fully onboarded. Their main goal is to facilitate your immediate needs, answer your questions, and get your account set up for success.
- 2) Once you're comfortable and your onboarding is complete, we'll transition you to a designated **Operations Team**. Your **Client Relationship Manager** and **Portfolio Manager** will be your main points of contact moving forward, working with you to ensure your funding continues to run smoothly.

Your Client Success Manager's name and contact information are as follows:

Name: **Shivam Modha**

Email: smodha@revinc.com

Phone: **1-855-879-1511 EXT 233**

Cell: **647-205-0972**

Client ID: **B5947**

Invoice Submission Deadline for Same Day Funding: **12PM EST**

⚠ Your Client Success Manager's contact information can also be found on the main page of our [Client Portal](#).



Invoice Requirements:

We require the following information for each invoice.

Your invoices must have:

- ☐ Your complete company name
- ☐ Your company's full mailing address
- ☐ Unique invoice number
- ☐ Invoice date
- ☐ Load or PO number
- ☐ Due date or terms
- ☐ Amount being billed with applicable taxes
- ☐ Currency
- ☐ Your company's tax number (if applicable)
- ☐ Customer's complete company name and billing address

⚠ Please be sure to remove all references of paying your company directly, and ensure your invoices are assigned and payable to REV Capital.

To ensure proper assignment of your invoices, please add the wording provided below. This will help facilitate seamless payment processing.

NOTICE OF ASSIGNMENT

This invoice has been assigned and must be paid directly to: **REV CAPITAL**

EFT PAYMENTS:

Bank Number: 241
Transit Number: 56792
CAD Account Number: 58001207
USD Account Number: 58001108

MAIL CHEQUES:

27 ROYTEC ROAD, UNIT 11
WOODBIDGE, ON L4L 8E3

Any claims or offsets must be reported immediately.

Other payment options available. Tel: 1-855-879-1511

Supporting Document Requirements:

The following documents must be provided with your invoice submissions:

1. **Your customer's carrier confirmation or rate agreement.**
2. **Proof of delivery:**
 - ☐ Please submit all pages of the shipper's bill of lading
 - ☐ Must have receiver's signature and the receipt date
 - ☐ Must be legible
3. **Customs documents for all cross-border loads (i.e., PARS Sticker, ACI / ACE Manifest (eManifest))**
4. **Any other documents that your customer requires.**
5. **If the invoice includes extra charges, please ensure:**
 - ☐ The extra charges are included on the carrier confirmation
 - ☐ You include receipts for the extra charges as appropriate (e.g. lumper receipts)

- We are only able to fund correct invoices that are accompanied by all required paperwork.
- **Please note that submitting incorrect or incomplete invoices may delay your funding.**

How & When to Submit Invoices:

Sign on to our [Client Portal](#) to upload your invoices. Please see our [Tutorial Videos](#) for more information.

Complete and accurate invoice packages received before 12PM EST will be funded the same day.

Invoices received after 12PM EST will be funded the next business day.

Receiving Your Funding:

We offer flexibility in both the method and frequency with which you can access your funds. Whether you need your funding weekly or daily, by wire or EFT, we have you covered!

You are automatically emailed a listing of newly funded invoices at the end of the day. Please contact your Client Success Manager if you do not receive your funding report in a timely manner.

Client Portal

Monitor your transactions in real time on our [Client Portal](#). You can view your account information, generate various reports, and send us credit requests for your new customers.

See our [Tutorial Videos](#) for instructions on how to use the portal.

To log on for the first time, go to <https://secure.revinc.com/iris/public/logon.php>.

Enter your Client ID and Login ID (your first initial and your last name). Then click Login. Your password will be sent to the email address we have on file for you.

Please contact your Client Success Manager if you experience difficulties logging in or need help navigating the portal.

REV

[Login](#)[Forgot Password](#)



Invoice Issues

When an invoice has an issue that is preventing your customer from paying it, for example it is missing a bill of lading, it is marked as “in dispute.”

Disputed invoices can be viewed on our [Client Portal](#) and you will receive an email notification on the day it is marked.

Please upload the requested documents or information within **three business days** to avoid being charged back.

If You Receive a Payment from Your Customer

We are reaching out to all your customers to ensure they remit payments directly to us. If you receive a payment for factored invoices, [**you must not deposit it.**](#) If you receive a payment from a customer, you must forward it to REV Capital and notify your Client Success Manager.

If you cash a cheque for factored invoices, you may be charged a \$200 administration fee.

Your Legal Documents

A fully executed copy of your Full Factoring Agreement and any other legal documents you sign with REV Capital will be emailed to you.

If you have any questions, please don't hesitate to contact your Client Success Manager.

List of Holidays

Our offices are closed on the following listed holidays. Please note that no funding will occur on these days.

Holiday hours may affect funding cutoff times for December 24th and December 31st. We will notify you in advance of these days.

Canada	USA	2025
New Year's Day	New Years' Day	January 1 st
	Inauguration Day	January 20 th
	Martin Luther King Jr. Day	
Family Day	President's Day	February 17 th
Good Friday		April 18 th
Victoria Day		May 19 th
	Memorial Day	May 26 th
	Juneteenth	June 19 th
Canada Day		July 1 st
	Independence Day	July 4 th
Civic Holiday		August 4 th
Labour Day	Labor Day	September 1 st
Truth and Reconciliation		September 30 th
Thanksgiving	Columbus Day	October 13 th
Remembrance Day	Veteran's Day	November 11 th
	Thanksgiving	November 27 th
Christmas Day	Christmas Day	December 25 th
Boxing Day		December 26 th

Frequently Asked Questions (FAQ)



Invoices

Q: Do I have to be sent money each time I submit invoices?

A: No. Talk with your Client Success Manager about this. You could submit invoices every day, but only be sent funds when you want them. We are 100% flexible, so let us know what works best for you!

Q: The load hasn't been delivered yet. Can I submit the invoice for funding and submit the proofs of delivery later?

A: No. We are only able to fund invoices when the products or services have been delivered and accepted.

Q: Do I have to factor all our invoices?

A: If you choose to submit invoices for a customer, you must submit all invoices for that customer. That said, you can pick and choose which customers you'd like to submit for funding.

Q: What happens after 90 days?

A: When an invoice hits 90 days, it becomes "recourseable." If the invoice is uncollectable, it will be charged back to your reserves and funds will be held back from a future funding if this puts your reserves in a negative position.

Q: Can I factor Canadian and US dollar invoices? Will they be paid in the same currency?

A: Most definitely! Funding is done in the same currency as the invoices you submit.

Q: Do you charge any fees for non-factored payments? When do you give me non-factored payments?

A: We do not charge any fees for processing payments for invoices that you haven't submitted for factoring. Once the cheque has cleared, these funds will be included in your next funding, as long as your cash reserves are in a positive position. If you'd like these funds sent to you before you submit your next batch of invoices, reach out to your Client Success Manager.

Q: If I receive a payment for a factored invoice, can I cash it and forward the funds to you?

A: No. Please do not ever cash cheques for factored invoices. These payments must be immediately forwarded to us. You may be charged a fee if you do this. Cashing cheques paying for factored invoices, or directing your customers to pay you electronically, is a breach of your contract and repeated offences will result in the termination of your agreement.

Q: What is a chargeback?

A: When an invoice, or a portion of an invoice, is unpaid by your customer, we deduct or "chargeback" this amount from your account. This amount is deducted from your cash reserves and can be repaid from future invoice submissions if necessary.

Client Portal

Q: How do I use the Client Portal?

A: Please see our [Tutorial Videos](#). If you still have questions, reach out to your Client Success Manager and they'll be happy to help you.

Q: How do I submit my invoices using the Client Portal?

A: See our [Tutorial Videos](#) for instructions or speak with your Client Success Manager. To submit invoices on our portal, you can fill out a simple spreadsheet with your invoice details or manually enter your invoice details, and then upload the images.

Q: Can I access the Client Portal on my phone?

A: Yes, you can! Our [Client Portal](#) is responsive and mobile friendly.

General

Q: Will I get same day funding?

A: After the initial account setup stage, you would be funded the same day you submit complete invoice packages for no extra cost, if they are received by your cutoff time.

Q: How can I receive my funding?

A: Funds can be received by Electronic Funds Transfer (EFT) or wire transfer.

EFTs are provided at no extra cost. Wires are subject to wire fees, as charged by the bank.

Q: What is a reserve account?

A: Think of your reserve account as a bank chequing account that you have with REV Capital. Any short payments, overpayments, chargebacks, non-factored payments, or fee adjustments are posted to this account. Any negative reserve balances can be cleared by making arrangements with your Client Success Manager. You have full transparency of this account in our [Client Portal](#).

Q: How do I read my reserve report?

A: The reserve report details all activity on your account that affects your reserves, such as payments we receive from your customers, chargebacks, and reserve releases. Speak with your Client Success Manager if you need help.

Q: Are you able to customize a report for me? Can you send them to me weekly/monthly?

A: Yes, we can! Let your Client Success Manager know what information you're looking for and they'll schedule that report to be automatically emailed to you. There are several reports you can run yourself on our portal – be sure to check them out!

Q: Do you do free credit checks on my customers / brokers?

A: You bet! We want to help you choose customers that pay well. Reach out to your Client Success Manager and they'll be happy you asked!

Q: Do you offer business loans or advances to help with my operations?

A: We generally do not. However, if you need additional help with your cashflow, have a conversation with your Client Success Manager. It can't hurt to ask. If we're unable to help you, we may be able to direct you to someone who can.

RESOLUTION OF THE DIRECTORS

OF

OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC ("Corporation")

WHEREAS the Corporation has applied to REV Capital (Canada) Inc. ("REV Capital") for certain factoring services;

AND WHEREAS REV Capital has agreed to provide the factoring services upon the terms set out in the Full Factoring Agreement dated the date hereof ("Agreement") and upon the Corporation's agreement to execute and deliver the Agreement which is hereby ratified and approved;

BE IT RESOLVED THAT the Corporation factors with REV Capital as set forth in the Agreement, and the Corporation be and is hereby authorized to issue and deliver the Agreement as well as other documents connected therewith to REV Capital;

BE IT RESOLVED THAT any officer or director of this company be and is hereby authorized and directed to execute and deliver the Agreement and all other agreements and documents connected therewith and to execute the same for and on behalf of the Corporation on the terms and conditions set forth therein;

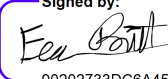
BE IT RESOLVED THAT that any officer or director of this company be and hereby is authorized and directed to negotiate, agree upon, execute and deliver, from time to time, in the name of, and on behalf of, the Corporation, such agreements, amendments, and supplements to said agreement or any other agreement or document connected therewith, documents, instruments, certificates, notices and further assurances and to perform any and all such acts and things as may be required by REV Capital in connection with said agreement or any other agreement or document connected therewith, or may to him seem necessary or proper to implement and effect complete consummation of said agreement or any other agreement or document connected therewith in all respects and the purposes set forth in these resolutions;

BE IT RESOLVED THAT these resolutions shall remain in full force and effect until all indebtedness and obligations arising out of the Agreement and all other agreements and documents connected therewith shall have been paid and satisfied in full.

CERTIFICATE

I, the undersigned, a Director of the Company hereby certify that the foregoing is a true and correct copy of the resolution duly passed and adopted on the 23 day of June, 2025 and that said Resolution is now in full force and effect.

DATED this 23 day of June, 2025

Signed by:


00202733DC6A453...

Name: FARHAN BUTT
Title: Director



FULL FACTORING AGREEMENT ("AGREEMENT")

THIS AGREEMENT is made

As of June 23, 2025

BETWEEN:

OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC

16 Hyatt Drive, Brampton, ON, L6X 3W7

a corporation incorporated under the laws of Province of ON, (hereinafter referred to as the "Client")

and

REV CAPITAL (CANADA) INC.

a corporation incorporated under the laws of Ontario (hereinafter referred to as the "Factor")

RECITALS:

WHEREAS Client desires to obtain financing from the Factor by selling and assigning to the Factor the Client's accounts receivable, selected and approved by the Factor, under the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows.

1 DEFINITIONS

Capitalized terms, whenever used in this Agreement or in any Addendum referred to herein or attached hereto and not otherwise defined herein or therein, shall have the following meanings:

"Accessions" means goods that are installed in or affixed to other goods;

"Account" means any right to payment for Goods sold or leased and delivered, or for service(s) rendered.

"Account Debtor" means a person who is obligated to an Account;

"Account Debtor Dispute" means a claim by Account Debtor against Client of any kind whatsoever that reduces the amount collectible from Account Debtor by the Factor;

"Agreement", "this Agreement", "herein", "hereof", "hereunder", or other like words means the Agreement together with the schedules and addenda attached thereto and any other agreement supplementary or ancillary thereto;

"Approved Account" means an Account reviewed and approved by the Factor for purchase from Client;

"Business Day" means a day other than a Saturday, Sunday or any other day on which banks are authorized or obligated to close under the laws of Canada or the laws of the Province of Ontario;

"Collateral" means all the assets and undertaking of the Client and in all Chattel Paper, Documents of Title (whether or not negotiable), Goods, Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Client (including such as may be returned to or repossessed by the Client) or in respect of which the Client now has or subsequently acquires an interest or of which the Client may hereafter become possessed or to which the Client may hereafter become entitle and in all Proceeds and renewals thereof, accretions thereto and substitutions thereof and in all real property of the Client including, without limitation, the following:

- (a) All inventory of whatever kind and wherever situated now owned or hereafter acquired or reacquired by the Client including, without limitation, all Goods, merchandise, raw materials, Goods in process and finished Goods held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the Client's business (collectively, the "Inventory")
- (b) All equipment of whatever kind and wherever situated now owned or hereafter acquired by the Client including, without limitation, all tools, machinery, apparatus, furniture, plant, fixtures and vehicles of whatsoever kind and all purchase warranties, manufacturer's claims, drawings, specifications, plans and manuals relating thereto (collectively, the "Equipment")
- (c) All Accounts, debts, dues, claims, choses in action and demands of every kind howsoever arising or secured and whether or not earned by performance, including letters of credit and advices of credit, that are now due, owing or accruing or growing due to or owned by or that may hereafter become due, owing or accruing or growing due to or owned by the Client, and also all Securities, security interest, guarantees, mortgages, bills, notes, instruments, writings and other documents that are now held or owned or that may hereafter be taken, held or owned by or on behalf of the Client in respect of such Accounts, debts, dues, claims, closes in action and demands or any part thereof (collectively, the "Rights to Payment");
- (d) All deeds, documents, writings, papers, books of account, other books, electronic and magnetic records and other records evidencing, recording or appertaining to the Rights to Payment, Chattel Paper or Documents of Title;
- (e) All contractual and other rights, claims or interests under policies of insurance, causes of action, franchises, licenses, goodwill, inventions, patents, patent rights, designer rights, trademarks, trade names, copyrights, processes, formulae, industrial designs, trade secrets, know-how and other industrial and intellectual property rights, whether registered or unregistered and whether under license or otherwise, and;
- (f) All property described in any schedule or addendum now or hereafter annexed hereto;

"Chattel Paper" means one or more than one writing that evidences both a monetary obligation and a security interest in or a lease of specific Goods;

"Corresponding Rights" has the meaning ascribed thereto in section 3.2 of the Agreement;

"Credit Impairment" has the meaning ascribed thereto in section 9.2 of the Agreement;

"Credit Problem" means, in the sole and absolute opinion of the Factor, Account Debtor is unable to pay its debts because of its bankruptcy, insolvency or bona fide inability to pay and, for greater clarity, does not include a situation in which an Account debtor is able but unwilling to pay;

"Documents of Title" means any writing that purports to be issued by or addressed to a bailee and purports to cover such Goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the Goods it covers;

"Goods" means tangible personal property other than Chattel Paper, Documents of Title, Instruments, Money and Securities, and includes fixtures, growing crops, the unborn young of animals, timber to be cut, and minerals and hydrocarbons to be extracted and, for the purposes of the Agreement, shall include all parts, accessories, attachments, special tools, additions and Accessions thereto;

"Equipment" has the meaning ascribed thereto in the definition of "Collateral";

"Gross Face Value" has the meaning ascribed thereto in sections 4.1 and 4.2 of the Agreement;

"Indebtedness" means any and all obligations, indebtedness and liability of the Client to the Factor (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever's and howsoever incurred, whether otherwise secured or not and whether incurred by or arising from agreement or dealings between the Client and an Account Debtor or from any agreement or dealings with any third party by which the Client may be or become in any manner whatsoever a creditor of an Account Debtor 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 the Client is bound alone or with another or others and whether as principal or surety and including, without limiting the foregoing, all principal, interest, charges, costs, expenses and fees (including legal fees on a solicitor-client basis) owing by Client under the Agreement.

"Instruments" means:

- (a) A bill, note or cheque within the meaning of the Bills of Exchange Act (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment;
- (b) A letter of credit and an advice of credit;
- (c) Any liens, security interests, encumbrances or other charges ranking subordinate to the security interests of the Factor;
- (d) Any lien, other than a construction lien, payment of which has been provided for by deposit with a bank of an amount in cash, or the obtaining of a surety bond or letter of credit satisfactory to the Factor, sufficient in either case to pay or discharge such lien or upon other terms satisfactory to the Factor;
- (e) Any security interest taken or reserved in collateral to secure payment of all or part of its price;
- (f) A security interest taken by a person who gives value for the purpose of enabling the debtor to acquire rights in or to collateral to the extent that the value is applied to acquired the rights, but does not include a transaction of sale by and lease back to the seller; and
- (g) Any other lien which the Factor approves in writing as a Permitted encumbrance.

"PPSA" means the Personal Property Security Act (Ontario) and all regulations made pursuant thereto;

"Prime Rate" means as of any date of determination, the Canada Prime Rate of interest as published by the Wall Street Journal. and as may be increased or decreased from time to time;

"Proceeds" means identifiable or traceable personal property in any form derived directly or indirectly from any

dealing with collateral or the proceeds there from and shall, by way of example, include trade-ins, equipment, cash, bank accounts, notes, Chattel Paper, Goods, contract right, Account and any other personal property or obligation received when such collateral or the proceeds thereof is sold exchanged, collected or otherwise disposed of;

"Purchase Orders" has the meaning ascribed thereto in Addendum no. 1, if applicable;

"Purchase Price" has the meaning ascribed thereto in section 4.1 of the Agreement.

"Reserve" has the meaning ascribed thereto in Section no. 9;

"Securities" means documents that are:

- (a) Issued in bearer, order or registered form;
- (b) Of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment
- (c) One of a class or series or by its terms is divisible into a class or series of documents; and
- (d) Evidence of a share, participation or other interest in property or in an enterprise or in evidence of an obligation of the issuer, and includes an un-certificated security within the meaning of Part VI (Investment Securities) of the Business Corporation Act (Ontario)

"Security Documents" means, collectively, any agreements, instruments and documents delivered from time to time (both before and after the date of the Agreement) to the Factor by Client and/or any of its subsidiaries and/or affiliates, or by the principals or shareholders of the Client and/or any of its subsidiaries or affiliates, for the purpose of establishing, perfecting, preserving or protecting the interest of the Factor in the Account and Corresponding Rights purchased by the Factor and in respect of all amounts outstanding under the Agreement and/or under any Addendum referred to therein or attached thereto or any other Indebtedness, including, without limitation, guarantees, debentures, general security agreements, general assignments of receivables and share pledge agreements.

2 OFFERS

2.1 Client may from time to time, at its option, offer to sell, transfer and assign Approved Accounts to the Factor.

2.2 The performance by the Factor of its obligations under this Agreement is, in addition to any other terms and conditions contained in this Agreement, subject to satisfaction of the following terms and conditions which are included herein for the sole benefit of the Factor and which may be waived in whole or in part by the Factor in its sole and unfettered, and absolute discretion. The Factor shall have received the following in form and substance satisfactory to it:

- (a) Copies of the Certificate and Articles of Incorporation and any Articles of Amendment, if applicable, borrowing by-law, shareholders agreement, if any, and resolution of the board of directors of Client authorizing the transactions herein contemplated certified to be true and complete by an officer of Client;
- (b) A certificate of incumbency of Client, together with specimen signatures of the banking signatories of Client;
- (c) Certificates of good standing issued by appropriate government officials of the jurisdiction of incorporation of Client; and
- (d) Such other certificates and documentation as the Factor may request in a form satisfactory to the Factor or the Factor's legal counsel.

2.3 Each offer to sell Accounts shall be in writing and shall be accompanied by the documents required by Factor. The Factor reserves a right to waive this requirement from time to time.

2.4 Once an offer has been made, it shall be irrevocable by Client until the Factor either accepts or declines to accept it in accordance with section 3.1.

3 ACCEPTANCE AND ASSIGNMENT

- 3.1** In relation to any Account offered to the Factor by Client, acceptance shall be constituted by the Factor's payment in whole or in part to the Client.
- 3.2** Upon the Factor's acceptance of any Accounts offered to it by Client, such Accounts are hereby transferred and assigned to the Factor, together with all rights under or in relation to the contracts to which the Accounts relate, including all rights of an unpaid vendor and including all liens, hypothecs or other rights in any Goods, materials or products that are to be supplied, all Instruments, Documents of Title, Securities, deeds, documents, writings, papers, books of account, other books, electronic and magnetic records and other records evidencing, recording or appertaining to the Instruments, Documents of Title, guarantees and security taken or held by Client to secure the performance of any or all of the obligations of the Account Debtor, and including all Proceeds thereof, and Client's right to rescind, resiliate or terminate those contracts or to accept a return of the Goods or other materials supplied under the contracts (collectively, the "Corresponding Rights") and Client shall execute such other assignment documents to confirm same in a form provided by the Factor. By the said assignment Client shall have transferred to the Factor all right, title and interest in and to the Accounts and the Corresponding Rights purchased/approved by the Factor.
- 3.3** The Factor is not obligated to buy any Account from Client and shall have no liability to Client or any Account Debtor as a result of its failure or refusal to purchase an Account.
- 3.4** Client hereby irrevocably appoints the Factor, or any person designated by the Factor, as its attorney to execute (including the power to execute under Client's seal) and deliver in Client's name all Instruments, Documents of Title, deeds or other documents that the Factor may consider necessary or advisable in order to convey, transfer and set up against third parties (perfect) the Factor's title in any Account purchased by it and/or in any Corresponding Rights and security in respect thereof, and may supply any endorsement to any cheque or other Instrument relating to an Account in order to obtain payment therefore, and the power of attorney granted hereby shall be deemed to be coupled with an interest.
- 3.5** If for any reason whatsoever, the transfer and assignment referred to in section 3.2 is not fully and properly effected, until such time as an effective formal assignment of each Account and all Corresponding Rights purchased by the Factor is made, Client shall be deemed to hold every Account and the Corresponding Rights relating to such Account in trust for the Factor.

4 PRICING AND PAYMENT

- 4.1** The purchase price for each Account purchased by the Factor (the "Purchase Price") shall be equal to the outstanding amount remaining to be paid on the Invoice rendered in respect of that Account, inclusive of taxes, penalties, duties, delivery charges or any other similar charges or amounts (the "Gross Face Value") less the discount set out in Addendum no. 1.
- 4.2** If the Factor receives any payment in respect of an Account which exceeds the amount owed to the Factor ("Periodic Overpayment"), and provided such Account did not fall into arrears at any time, the Factor shall, subject to the rights of the Factor and the Account Debtor to such excess amounts, refund the Overpayment to Client. All Periodic Overpayments and Matured Debt Overpayments shall be placed by the Factor may be applied by the Factor against charge back or any other Indebtedness and obligations of Client to the Factor known or anticipated and no such amount held by the Factor shall be paid to Client until any and all of such Indebtedness and obligations are fully paid and/or satisfied.
- 4.3** The cumulative outstanding amount of all Accounts purchased by the Factor from Client and not yet paid for by its Account Debtors shall not exceed at any time the amount set by the Factor as a "Purchase Limit".
- 4.4** The Factor shall be entitled to deduct from the Purchase Price for the Accounts purchased by it any corresponding disbursement, including its standard wire transfer fee and courier service charges.
- 4.5** Client agrees to pay the Factor, upon signature of this Agreement, the setup fee as specified in Addendum no.

1.

5 REPRESENTATIONS AND WARRANTIES OF CLIENT

- 5.1** As an inducement of the Factor to enter into this Agreement, and with full knowledge that the truth and accuracy of the representations and warranties in this Agreement are being relied upon by the Factor in purchasing Accounts hereunder, Client represents and warrants the following ongoing representations and warranties that are applicable to all transactions between the Factor and Client:
- (a)** Client is a corporation validly existing in good standing under the laws of the jurisdiction of its incorporation with adequate corporate power to enter into and perform its obligation under this Agreement and applicable schedules and addenda;
 - (b)** This Agreement and applicable schedules and addenda executed by Client have been duly authorized, executed and delivered by Client and constitute valid, legal and binding agreements, enforceable in accordance with their terms;
 - (c)** To Client's knowledge, no approval, consent or withholding of objection is required from any governmental authority with respect to the entering into and performance by Client of this Agreement and any applicable schedules and addenda to be executed by Client, or if any such approval is required, it has been obtained;
 - (d)** The entering into and performance of this Agreement and any applicable schedules and addenda does not violate any judgment, order, law or regulation applicable to Client or any provision of Client's Articles of Incorporation, shareholder agreements, or By-laws or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, hypothec or other encumbrance, except Permitted Encumbrances, upon any of Client's assets or on the Accounts pursuant to any indenture, mortgage, hypothec, deed of trust, bank loan or credit agreement or other instrument to which Client is a party or by which Client or Client's assets may be bound;
 - (e)** Client is duly empowered to carry on business in the Province of ONTARIO and all other jurisdiction(s) where it carries on business. Client's trade name(s) has been properly filed and published as required by applicable law. Client has fulfilled all local, provincial or federal requirements of law in properly registering itself to do business at all addresses where its business is located;
 - (f)** No event of default (as set out in section 10.1) has occurred;
 - (g)** Client is not currently indebted to and has made timely payment and/or local deposits of all required taxes, including, without limitation, sales taxes, employee source deductions or WSIB remittances to Canada Revenue Agency or to any other federal, provincial and/or local tax authority as they become due;
 - (h)** All financial records, statements, books or other documents provided to the Factor by Client at any time, either before or after the signing of this Agreement, are true, complete and accurate and represent the true financial condition of Client; and
 - (i)** With respect to Account Debtors and Account Debtors and Accounts:
 - (1) Client is, at the time of purchase by the Factor, the sole legal and beneficial owner of, and has undisputed title to, the Accounts and all Corresponding Rights purchased by the Factor free and clear of all liens, hypothecs, charges, encumbrances and adverse claims;
 - (2) each Account purchased by the Factor is an Approved Account;
 - (3) to the best of Client's information and knowledge, each Account Debtor is solvent within the meaning of the Bankruptcy and Insolvency Act (Canada);
 - (4) Client has not received any notice, either verbal or written, of Credit Problem concerning any of its Account Debtors which Credit Problem has not previously been disclosed in writing to the Factor;

(5) each Account Debtor is indebted to Client for the amounts specified by Client and submitted to the Factor from time-to-time;

(6) each Invoice, Purchase Order or other contract or instrument provided to the Factor as evidence of the agreement between Client and its Account Debtor in respect of Account sets forth and constitutes the entire agreement between Client and the Account Debtor with respect to subject matter thereof, there being no other written or oral understandings or representations;

(7) at the time of purchase by the Factor, there has been no prepayment of payment or other monies payable under any Account except as expressly disclosed in writing to the Factor;

(8) all covenants, conditions and obligations of Client and each Account Debtor under each Account offered to the Factor, including, without limitation, all conditions precedent to the obligation of the Account Debtor to make the payments, have been performed and fulfilled by Client;

(9) as of the date of each offer, the Account Debtor has performed and fulfilled all covenants, conditions and obligations in respect of each Account and the Account Debtor has agreed to continue to perform and fulfill such covenants, conditions and obligations and has further agreed that its obligation to make all payments in respect of Account shall be absolute and unconditional under all circumstances and shall not be affected by any right of set-off, counterclaim or defense the Account Debtor may have against Client, the Factor or any other Person for any reason for whatsoever;

(10) the Goods referenced in each Invoice, Purchase Order or other contract or instrument provided to the Factor as evidencing the agreement between Client and its Account Debtor in respect of any Account have been duly delivered to Account Debtor at the location specified in such Invoice, Purchase Order or other contract or instrument and Account Debtor has duly inspected such Goods, found the same to be in good order, in full accordance with all of its specifications and requirements, and has accepted such Goods for all purposes of its agreement with Client;

(11) each Account offered for sale to the Factor is an accurate and undisputed statement of indebtedness by Account Debtor to Client and a result of a bona fide and absolute sale of Goods to its Account Debtors (which Goods were delivered and accepted by its Account Debtor) or performance of Services by Client to an Account Debtor, and such Goods or Services were not provided to its Accounts Debtor on consignment, or on an approval or hold basis, or by way of guaranteed contract or subject to any other contingency and is for a certain sum which is due and payable in 30 days or less, or within such time as is agreed to, in writing by the Factor and Client;

(12) Client does not own, control or exercise domination over, in any way whatsoever, the business of any Account Debtor in respect of which an Account is offered for sale by Client to the Factor; and

(13) Client has not transferred, assigned, pledged or granted a charge on its Accounts or other personal property to any other party which Client has not fully disclosed in writing to the Factor prior to the date of execution of this Agreement.

6 COVENANTS OF CLIENT

6.1 In addition to any other covenants made by Client in favor of the Factor hereunder, Client hereby covenants with the Factor that so long as any Indebtedness remains outstanding:

- (a)** it shall promptly notify the Factor of any seizure or any other legal process levied upon or against Client and any information with respect to Account Debtor which indicates a Credit Problem;
- (b)** it shall immediately upon the sale of any Accounts to the Factor, make proper entries on its books and records disclosing the absolute sale of said Accounts to the Factor;
- (c)** it shall provide to the Factor such waivers, subordinations, cessions of rank, postponements or releases from third parties as may be requested by the Factor;

- (d) It shall continue to make timely payment and/or local deposits of required taxes, including employee income tax withholdings, to Canada Revenue Agency as well as to any other federal, provincial and/or local tax authority as they become due;
- (e) It shall promptly furnish, from time to time, upon request by the Factor, satisfactory proof of payment of any or all taxes required by law to be paid by Client;
- (f) It shall maintain such insurance covering Client's business and assets in amounts satisfactory to the Factor and has arranged for the Factor to be named as loss payee and additional named insured on such insurance policies;
- (h) The Factor shall, upon 24 hours' notice, at any and all reasonable time during business hours have the irrevocable right to inspect, copy and use any and all records, whether in writing or electronically recorded, pertaining to the Accounts purchased by the Factor and as to any other matters relevant to the obligations and rights of the Factor hereunder and to make copies of all such records and enter into and upon the lands or premises where records pertaining to the Account may be located for the purpose of inspecting the same;
- (i) It shall, at its expense, protect and defend the Factor's title to all Accounts and Corresponding Rights purchased by the Factor against all Persons claiming against or through Client and shall, at all times, keep Client assets free and clear from any legal process, pledges, commercial pledges, privileges, legal hypothecs, floating hypothec, judgments, right of retention or any analogous process, statutory liens or trusts, liens or encumbrances whatsoever (except Permitted Encumbrances, including any placed thereon by the Factor or agreed to in writing by the Factor) and shall give the Factor immediate written notice thereof and shall indemnify and hold the Factor harmless from and against any loss caused thereby;
- (j) It shall provide written notice to the Factor within 10 days of Client obtaining knowledge from any source, of the filing, recording or setting up of rights against third parties by any means, of non-consensual liens, hypothecs, claims or encumbrances against any property of Client;
- (k) It shall notify the Factor in writing 30 days prior to any change in the location of Client's place(s) of business or if Client has or intends to acquire any additional place(s) of business, or prior to any change in the location of Client's head office and/or the office or offices where Client's books and record concerning Accounts and Corresponding Rights are kept;
- (p) Client shall setup and maintain accounting system and book of account in accordance with generally accepted accounting principles and practices and, at any time upon request by the Factor, furnish all such information concerning Client's affairs and business as the Factor may reasonably require
- (r) If an event of default has occurred and Monitor has been appointed,
 - 1) Disclose to the Monitor all information which it may have concerning Client and its subsidiaries and affiliates and its business affairs;
 - 2) Provide to the Monitor full access to Client's and its subsidiaries and affiliates business operation, or assets, books and records during normal working hours and instruct its bankers, accountants and other advisors and officers of any such company to release any and all information required; and
 - 3) Pay for the reasonable fees and disbursements of the Monitor.

6.2 In addition to any other covenants made by Client in favour of the Factor hereunder, Client hereby covenants and agrees with the Factor that so long as any Indebtedness remains outstanding it shall not, without the prior written consent of the Factor or as previously approved by the Factor:

- (a) Pledge or assign its rights in the credit of the Factor, directly or indirectly, to any Person for any purpose whatsoever;
- (b) Guarantee, indemnify or provide financial assistance to, directly or indirectly, any Person for any purpose whatsoever;

- (c) Under any circumstances or in any manner whatsoever, interfere with any of the Factor's rights under this Agreement;
- (d) For the term of this Agreement and for as long as any Indebtedness whatsoever remains owing by Client to the Factor, factor or sell accounts to any Person other than the Factor;
- (e) Change or modify the terms of any Invoice, Purchase Order or any other agreement or contract which gives rise to an Account purchased by the Factor unless the Factor first consents to such change in writing;
- (f) Transfer, sell or assign or grant a charge on, to or in favour of any other party, the Accounts, Corresponding Rights or property for the term of this Agreement and for as long as it is indebted to the Factor hereunder; and
- (g) Sell, lease, transfer or otherwise dispose of all or substantially all of its property or assets, or consolidate with or merge into or with any corporation or entity.

7 SECURITY

- 7.1** For value received, Client, hereby grants to the Factor, by a way of mortgage, charge, assignment and transfer, and a security interest in the undertakings of the Client and 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 and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Client) and in all proceeds and renewals thereof, accretions thereto and substitutions hereof (hereinafter collectively called the "Collateral" as defined in Section no. 1., including, without limitation, all of the items listed in Section no. 1 as Collateral.
- 7.2** As a further inducement for the Factor to enter into this Agreement, Client shall execute and deliver to the Factor such Security Documents as the Factor may at any time or from time to time hereafter request., in each case within a reasonable time after the request therefore by the Factor.
- 7.3** Client shall execute such forms, financing or renewal statements, affidavits or other documents for any registration of filing pursuant to any municipal, provincial, state or federal laws, orders or regulations necessary or desirable to protect it or its interest in any assets over which security has been granted by an Account Debtor to Client, including, without limitation, registration under the Personal Property Security Act (ONTARIO) in the Province of ONTARIO, or under the Civil Code of Ontario at the Register of Personal and Movable Real Rights or under similar legislation in any other Province of Canada or jurisdiction necessary to set up against third parties(perfect) and preserve any security created under any agreement between Client and an Account Debtor.
- 7.4** Client hereby waives receipt of, and the right to receive, a copy of any registered statement or verification statement with respect to statements filed or registered by the Factor under any federal, provincial and/or state personal property security act and the Civil Code of Ontario. To the extent not prohibited by any law applicable to and governing this Agreement, Client hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect the Factor's right and remedies hereunder.

8 NOTIFICATION

- 8.1** Client shall notify the Account Debtor of the sale/assignment to the Factor of any Account owing by such Account Debtor to Client and shall obtain the acquiescence of the Account Debtor of said sale/assignment, as set out in Addendum no. 2.
- 8.2** Each offer to sell Accounts shall be accompanied by:
 - (a) The original invoice, purchase order, confirmation, bill of lading, status certificate, time sheet, and any other document(s) the Factor may deem necessarily required;
 - (b) Any Document of Title, Instruments, security, guarantees or other relevant documentation being, comprising or evidencing Accounts and Corresponding Rights;
 - (c) Evidence of insurance in accordance with the provisions of this Agreement;

- (d) Particulars of any credit arrangement granted to the Account Debtor, together with copies of credit agency, bank and trade reports; and
- (e) Such other certificates and documentation as the Factor may request in a form satisfactory to the Factor.

8.3 The Factor may, in its absolute and sole discretion, waive its requirement for original documentation.

9 RESERVE ACCOUNT

9.1 The Factor shall reserve and withhold from the Purchase Price for each Account purchased by it an amount in a reserve account equal to the percentage of the Gross Face Value of such Account as set out in Addendum no. 1 to the Agreement ("Reserve"). All amounts held in said reserve account may be applied by the Factor against charge backs or any other obligations of the Client to the Factor and no amount held in said reserve account shall be paid to Client until any and all Indebtedness and all other obligations of Client have been performed.

9.2 Provided Client has not failed to pay any outstanding Indebtedness to the Factor which is the due and owing, the Factor shall pay to Client from the Reserve for each Account after the Factor has received full payment in respect of such Account. Notwithstanding the foregoing, if, in the Factor's sole and absolute opinion, there is an adverse change in the financial condition of the Client or Account Debtor or if Client or Account Debtor are unable to pay any amount owing to the Factor (a "Credit Impairment"), the Factor shall not be obligated to pay to Client any amount from the reserve account until such Credit Impairment no longer exists.

9.3 In addition to the foregoing, as general and continued security for the payment and performance of the Indebtedness, the Client shall grant a first ranking lien in favor of the Factor on all Reserves.

10 RECOURSE

10.1 The Factor shall have recourse against Client when an Account is not paid by an Account Debtor for any reason whatsoever, including, without limitation, in the following instances:

- (a) Account remains unpaid in excess of the time periods specified in Addendum no. 1;
- (b) Account Debtor shall become insolvent or commit an act of bankruptcy or make an assignment of its assets;
- (c) Account Debtor shall admit in writing or verbally its inability or refusal to pay its debts as they become due;
- (d) Client has breached any warranties, representations, covenants promises in the Agreement and/or Security Documents with regards to the unpaid Account or otherwise;
- (e) Client and Account Debtor are involved in a dispute of any kind, regardless of its merits or validity; or
- (f) Account Debtor asserts a claim, counterclaim, and right of setoff or cross claim of any kind whatsoever against Client or the Factor.

10.2 By giving written notice to Client with respect to an Account for which the Factor is entitled to claim recourse, the Factor may require Client to immediately repurchase the Account from the Factor and the repurchase price in respect of the Account shall be the aggregate of the outstanding balance of the Account plus the interest payable plus all costs and expenses of the Factor, including legal fees on a solicitor-client basis, incurred by the Factor in connection with such repurchase and any documents to be prepared or delivered in connection with same.

10.3 The Factor shall be entitled to fees as set out in Addendum no. 1, such interest to be payable from the day when the account went into arrears until the day when payment in full is made by Client.

10.4 The Factor may deduct any amount payable by Client from any amount payable to Client under this Agreement, and where such a deduction is made, Client shall be deemed to have made a repayment in respect of the repurchase of Account.

10.5 Until such time as the repurchase price is paid or deemed to have been paid by Client, the Account and all

rights, title and interest therein and in all security, Security Documents and Corresponding Rights relating thereto shall remain vested in the Factor.

10.6 Where Client has paid in full the repurchase price with respect to an Account, then, any remittance received by the Factor thereafter in respect of that Account shall be paid by the Factor to Client.

10.7 Upon the request and at the expense of Client, the Factor shall do, execute, acknowledge and deliver, or cause to be done executed, acknowledged and delivered, all and every such further acts, deeds, mortgages, transfers and assurances in law as Client may require in order to complete or to set up against third parties (perfect) the reassignment of the Account and all Corresponding Rights to which it relates or in any security relating thereto.

11 DISPUTES WITH ACCOUNT DEBTORS

11.1 Client shall promptly notify the Factor of any dispute between Client and an Account Debtor concerning an Account (an "Account Debtor Dispute").

11.2 Client shall promptly issue credit notes for returned Goods as accepted by Client from any Account Debtor and provide the Factor with a copy of any credit note issued by Client to an Account Debtor as soon as that credit note is issued. The Factor shall continue to have a valid and enforceable security in returned Goods until the Factor has received payment in full of all Indebtedness relating to an Account in respect of which Goods have been returned. In addition, Section 10.3 shall apply mutatis mutandis where returned Goods were repossessed Goods.

11.3 Client shall assign to Factor and possessory, repossession, and/or lien rights it may have with regards to the Accounts.

11.4 Client shall not institute legal or collection proceedings against any Account Debtor, from whom monies are due and owing to the Factor with respect to an Account purchased by the Factor, without obtaining the Factor's prior written consent thereto.

11.5 The Factor may commence legal or collection proceedings in respect of any unpaid Account. The Factor may take any action it deems appropriate to collect and Account from any Account Debtor.

11.6 The Factor, without consultation or notice to Client, may, but is not obligated to, settle or compromise any dispute with an Account Debtor. Such settlement or compromise shall not relieve Client of its responsibility for payment to the Factor in full of any amount owing by it to the Factor. Client is responsible, in whole or in part, with respect to payment of any Account or any deficiency thereof.

11.7 Where an Account purchased by the Factor is, in the sole and absolute opinion of the Factor, an Account for which the Factor is entitled to recourse, the Factor may charge back to Client the amount of such Account.

11.8 Mistaken, incorrect and/or erroneous invoicing, submitted by Client to the Factor may, at the Factor's discretion, be deemed an Account Debtor Dispute and be charged-back to Client.

11.9 The Factor shall identify in writing all charge-backs when taken and provide to Client a written statement thereof. Said statement shall be deemed an "Account Stated" between Client and the Factor.

12 POWER OF ATTORNEY

12.1 In order to carry out this Agreement, Client irrevocably appoints the Factor or any Person designated by the Factor, its attorney or agent with power to:

- (a)** notify Account Debtors that Client's accounts have been assigned to the Factor;
- (b)** direct Client's Account Debtors to make payment of all Accounts directly to the Factor and forward invoices directly to such account Debtors;

- (c) strike out Client's address on all invoices and other documents relating to Account and Corresponding Rights mailed to Account Debtors and put the Factor's address on such invoices and documents;
- (d) receive, open and dispose of all mail addressed to Client at the Factor's address;
- (e) endorse the name of Client on any cheques, Instruments, Documents of Title or security that may come into the possession of the Factor in respect of Accounts purchased by the Factor or pursuant to default on any other documents relating to any of the Accounts, Corresponding Rights or to Collateral;
- (f) register, file or record in all jurisdictions any notice or financing statements in all offices where such registration, filing or recording is, in the sole and absolute opinion of the Factor or the Factor's counsel, necessary or advisable to constitute, set up against third parties (perfect) and maintain the Factor's security on Accounts and/or in any Corresponding Rights;
- (g) in Client's name, or otherwise, demand, sue for, collect and give releases for any and all monies due or to become due on Account;
- (h) compromise, prosecute or defend any action, claim or proceeding as to said Accounts; and
- (i) do any and all things necessary and proper to carry out the purpose intended by this Agreement, the Security Documents and to protect the Factor's security in the Accounts, Corresponding Rights and other Collateral.

12.2 The power of attorney granted hereby shall be deemed to be coupled with an interest. The Client shall fully indemnify the Factor in respect of the Factor's exercise of the power of attorney as aforesaid.

12.3 The Factor shall not be liable or responsible to Client in any way whatsoever from any claims, costs, losses, damages of any kind, including, but not limited to, liability for any fundamental breach of this Agreement and the Security Documents, and regardless of the form of action, loss or damage suffered by Client as a result of any actions taken or not taken by the Factor pursuant to this Agreement, including any loss or damage arising by virtue of the Factor collecting or attempting to collect any Accounts from Account Debtors and any special, indirect, incidental or consequential damages which Client may incur or experience on account of entering into or relying upon this Agreement and/or the Security Documents.

13 DEFAULT

13.1 Any one or more of the following shall constitute an event of default hereunder:

- (a) Client shall become insolvent or commit an act of bankruptcy or make an assignment of its assets;
- (b) Client shall admit in writing or verbally its inability to pay its debts as they become due;
- (c) Any proceedings are taken with respect to a compromise or arrangement with any one or more of Client's creditors, or to have Client declared bankrupt or wound up, or to have a receiver or receiver and manager appointed with respect to Client or any Client's assets;
- (d) Receipt by Client of a notice of intention under section 244 of the Bankruptcy and Insolvency Act (Canada);
- (e) Client terminates, discontinues or suspends the operation of its business;
- (f) Any person takes possession of any property of Client by way of or in contemplation of enforcement of security, right of retention, seizure or third party garnishment or execution of similar process is levied or enforced against any property of Client;
- (g) Any change in the legal or beneficial ownership or control of Client occurs without the Factor's prior written consent;
- (h) Any representation or warranty made by Client herein, any Security Document or in any document, financial

statement or certificate furnished or to be furnished by Client in connection herewith shall prove to be incorrect;

- (i) In the Factor's sole and absolute opinion, there is a material adverse change in Client's financial condition or Client's ability to pay any amounts owing to the Factor has been impaired, worsened or diminished or threatens to do so;
- (j) Client fails to pay any Indebtedness to the Factor when due; or
- (k) Client breaches any term, provision, covenant, warranty, representation, report or other statement made by or on behalf of Client in this Agreement, the Security Documents or any other agreement, including, but not limited to, financial statement, schedule, Schedule of Accounts, required form or other statement, furnished by Client, contract between Client and the Factor or obligation of Client to the Factor shall be false, erroneous or misleading in any respect.

13.2 In the event of any default, the Factor may do any one or more of the following without notice or demand to Client except as expressly required under this Agreement;

- (a) Declare any and all Indebtedness immediately due and payable in full;
- (b) Deem all outstanding Accounts to be the subject to Account Debtor Disputes and exercise its rights of recourse in connection with such Accounts;
- (c) Notify Account Debtors, take possession of Collateral and collect any Accounts, all without judicial process;
- (d) Require Client to assemble the Collateral and all deeds, documents, writings, papers, books of account, other books, electronic and magnetic record and other records evidencing, recording or appertaining to Accounts and Corresponding Rights and make them available to the Factor at a place designated by the Factor;
- (e) Take control in any manner of any reclaimed, rejected, returned, relieved, stopped in transit or redeposit Goods relating to any Account.
- (f) Enter the premises of Client and take possession of the Collateral and of the records pertaining to the Accounts, Corresponding Rights and any other Collateral;
- (g) Exercise all or any of the rights and remedies of a secured party or otherwise under the *Civil Code of Ontario* and the *Code of Civil Procedure*;
- (h) Grant extensions, compromise, claim and settle Accounts for less than face value, without prior notice to Client;
- (i) Use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, trade style, copyright, patent right or technical process used or utilized by Client;
- (j) Return any surplus realized to Client after deducting reasonable expenses, and attorneys' fees incurred by the Factor in resolving said default;
- (k) Hold Client liable for any deficiency;
- (l) Appoint by instrument in writing, or institute proceedings in any court of competent jurisdiction for the appointment of, any Person or Persons to be receiver or receiver and manager (a "Receiver") of all or any part of the Collateral. For greater certainty, where the Factor is referred to in this Agreement, the term shall, where the context permits, include the Receiver so appointed or replaced and the officers, employees, servants or agents of the Factor and the Receiver;
- (m) Appoint any Person (including the Factor) or Persons to monitor the activities of Client generally and to verify compliance by Client of its obligations hereunder (a "Monitor");
- (n) Charge interest on any Indebtedness outstanding at the highest rate permissible by law, which interest shall become part of and added to the Indebtedness; and
- (o) Exercise any rights and remedies available to it in respect of Accounts and/or Corresponding Rights under all

Security Documents referred to in section 7.

13.3 All rights, remedies and powers granted to the Factor herein, in the Security Documents and/or in any Addendum referred to herein or attached hereto are cumulative and may be exercised concurrently or separately from time to time with such other rights as the Factor may have. These rights afforded to the Factor shall be in addition to any rights or remedies provided for elsewhere in this Agreement, the Security Documents or available in law or equity and may be exercised from time to time as to all or any part of the hypothecated Collateral as the Factor in its discretion may determine.

13.4 In the event of any default, the Factor shall not be required or be under any obligation to carry out any discussion on any assets in favour of Client or any guarantor or any other party.

14 INDEMNITY

14.1 Client shall indemnify and hold the Factor harmless from any and all liability, obligations, claims, losses, damages, actions and suites, costs and expenses in any way relating to or resulting from this Agreement, the Security Documents or any Addendum referred to herein or attached hereto, including, without limitation, counsel fees, costs of suit and interest which the Factor may incur due to the failure of Client to perform any of its obligations under this Agreement, the Security Documents or under any Addendum referred to herein or attached hereto and including without limitation, the failure of Client to pay withholding taxes due and payable to any taxing authority. If Client fails to perform any of its obligations, the Factor may, but shall not be obligated to, perform any of those obligations, and Client shall pay to the Factor, immediately upon written demand, an amount equal to the expense incurred by the Factor in performing those obligations.

14.2 Client shall indemnify and hold the Factor harmless against any claim whatsoever by an Account Debtor against the Factor or arising from the Factor collecting or attempting to collect any monies in respect of any Account.

15 TERMINATION

15.1 This Agreement shall be for a term as set out in Addendum 1, and such term shall be automatically extended for consecutive The initial one-year period terms thereafter unless terminated in writing by Client or Factor. Factor may terminate this Agreement at any time upon written notice to Client. Subject to section 15.2 hereof and to Client's continuing obligations thereunder, Client may terminate its obligations under this Agreement upon giving no less than sixty (60) days' written notice to Factor prior to the end of the term, upon which Client shall deliver payment of an early termination fee as set out in Addendum 1.

15.2 Notwithstanding termination of this Agreement, Client shall continue to be liable to the Factor for the full and prompt payment of Accounts purchased by the Factor hereunder which are then outstanding and unpaid, disputed or undisputed, and in respect of which, under the terms hereof, Client is liable to the Factor, as well as for any other Indebtedness due to the Factor from Client. The security granted by the Client in favor the Factor as well as all the security granted pursuant to any Security Document shall have full force and effect until all such Indebtedness of Client to the Factor is paid in full.

16 GENERAL

16.1 Client and the Factor hereby acknowledge and agree that all schedules and addenda attached hereto or reference herein shall be read with and be deemed to be part of Agreement as if they were contained in one agreement.

16.2 All provisions in this Agreement, or in any Schedule or Addendum referred to herein or attached hereto, to "Goods" shall be read mutatis mutandis so as to include any "Services" provided by Client to Account Debtors.

16.3 If any Client's shareholders, directors or officers have any interest, directly or indirectly, in any of the Client's account debtors, Client shall notify the Factor in advance of such interest prior to its purchasing an Account with respect to such Account Debtor.

16.4 All notices and other communications which may be given to any party pursuant to this Agreement shall be given or made in writing and shall be served personally or be faxed or mailed by prepaid and registered mail

(return receipt requested) addressed to such party at its usual business address or to such other address or in care of such other Persons as any party may from time to time advise the other by notice in writing. The date of receipt of any such notice or communication shall be deemed to be the date of delivery thereof if served personally or; if served by fax, the date of transmission thereof or, if mailed as aforesaid, the date next following the first Business Day next following the date of posting. In the event of interruption of one or more of the forms of communication listed above for any reason, the parties shall use a form of communication which is not so interrupted with the intent that the form of communication used will give the addressee timely notice of the communication.

- 16.5** Any amounts owing by Client to the Factor hereunder shall be payable to the Factor without the necessity of demand.
- 16.6** The Factor shall be at liberty to appropriate any payment made to, or monies received by, the Factor from Client, including any monies in any reserve account, to any portion of the amounts due or to become due under this Agreement or in respect of any Account, and from time to time to revoke or alter any such appropriation, all as the Factor may from time to time in its sole discretion determine.
- 16.7** Each party hereto shall from time to time execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as the other party may reasonably deem necessary or desirable for the purposes of carrying into effect any or all of the provisions of this Agreement or any documents delivered hereunder or of securing the fulfillment of all the obligations of one party to the other party hereunder.
- 16.8** No failure or delay of either party in exercising any power or right hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder. No modification or waiver of any provision of this Agreement nor consent to any departure by any party there from shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the given purpose. No notice to any party in any case shall entitle the other party to any other or further notice in similar or other circumstances.
- 16.9** Any provisions of this Agreement or any documents delivered hereunder prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- 16.10** This Agreement and the schedules and addenda attached hereto shall constitute the entire agreement between the parties hereto with respect to the matters described herein and shall supersede all prior agreements, arrangements, undertakings, understandings, collateral agreements and representations, whether oral or written, relative to such matters. This Agreement shall not be amended except by an amending agreement in writing signed by the parties hereto.
- 16.11** The parties have expressly requested that this Agreement and all related documents be drafted in the English language. *Les parties ont expressément exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*
- 16.12** Words importing the singular number only shall include the plural and vice versa. Word importing the use of any gender shall include all genders. Where used herein, the word "or" is disjunctive but not necessarily exclusive.
- 16.13** All section headings in this Agreement are for convenience only and do not form part of this Agreement.
- 16.14** This Agreement shall enure to and be binding upon the parties hereto, their successors, permitted assigns, trustees and legal representatives.
- 16.15** The Factor may assign its interest in this Agreement to any Person without the prior written consent of Client. Client may not assign its interest in this Agreement to any Person without the prior written consent of the Factor.
- 16.16** Except as is prohibited by law, the Factor shall be entitled to charge Client for all costs and expenses incurred by the Factor in connection with this Agreement, including, without limitation, the costs of obtaining credit reports on Client or its Account Debtors, attorneys' fees (on a solicitor-client basis) and costs incurred by the Factor in the negotiation, preparation and execution of this Agreement, the Security Documents and any

documents related thereto and in the prosecution or enforcement of any of the Factor rights, claims or causes of action which arise out of, relate to or pertain to this Agreement, the Security Documents and the Indebtedness, including all attorneys' fees, interest and other costs and expenses incurred in connection with any bankruptcy or insolvency proceeding involving Client. Such costs and expenses and attorneys' fees incurred shall be paid on demand by Client.

16.17 Except where otherwise expressly provided, all amounts in this Agreement, the Security Documents and/or in any Addendum attached or referred to herein are stated and shall be paid in Canadian currency.

16.18 Client acknowledges receipt of a true copy of this Agreement.

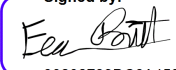
16.19 This Agreement becomes effective when it is executed in the places indicated below by authorized representatives of Client and the Factor.

16.20 This Agreement shall be deemed to be a contract made under the laws of the Province of Ontario and for all purposes, including matters of construction, validity, performance and enforceability be governed by the laws of such Province, and the courts of such Province shall have exclusive jurisdiction over all matters arising in connection herewith. Client hereby consents to the exclusive jurisdiction of the courts located within the Province of Ontario.

16.21 CLIENT ACKNOWLEDGES AND CONFIRMS THAT IT HAS REVIEWED THE CONTENTS OF THIS AGREEMENT AND ALL ADDENDA ATTACHED OR REFERRED TO HEREIN, THAT IT HAS HAD AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL AND OTHER COUNSEL PRIOR TO EXECUTING THIS AGREEMENT AND THAT IT HAS AVAILED ITSELF OF SUCH OPPORTUNITY AND OBTAINED WHATEVER ADVICE NECESSARY TO ENSURE THAT IT FULLY UNDERSTAND AND APPRECIATES ITS RIGHTS AND OBLIGATIONS HEREUNDER.

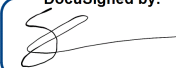
EXECUTED AND ACCEPTED at the city of Woodbridge in the Province of Ontario

on this 23 day of June, 2025

Signed by:

90202733DC6A453...

FARHAN BUTT, Director
I have authority to bind the Corporation

REV Capital (Canada) Inc.
Per:

DocuSigned by:

8AF4D9C49F664C1...

Loren Shifrin, C.E.O
I have authority to bind the Corporation

ADDENDUM 1
FACILITY DETAILS

1 DISCOUNT RATE:

- (a) Holdback: 3% of face value of an Approved Account
- (b) Number of Days elapsed from date of purchase of Receivable: 90
- (c) Factoring Fee: 7.50% (Current US Prime Rate) + 3% (Prime floored at 6%)
- (d) Further Discount Rate: 0.1% daily of the face value of an Approved Account, from day 91 until day 999

The Factoring Fee with respect to all Approved Accounts purchased by the Factor from the Client after the date hereof shall be increased or decreased from time to time by a percentage amount equal to the percentage increase or decrease in the Prime Rate. Notwithstanding any such increase or decrease in the Factoring Fee, the Factoring Fee shall never decrease below the Factoring Fee as applied on date hereof.

2 ADVANCE TO THE CLIENT: 97% of the face value of an Approved Account

3 ADMIN FEES: 0.4% Admin fee per invoice.

4 REBATES: Unused balances from Initial Fee Deposit after application of Discount Rate to be deposited into Client's Reserve Account.

5 RESERVE: To be reimbursed to Client upon written request and pursuant to the Agreement

6 PURCHASE CREDIT LIMIT: \$4,000,000.00

7 MINIMUM CONTRACT TERM: The initial one-year period

8 EARLY TERMINATION FEE: 2% of PURCHASE CREDIT LIMIT

9 MINIMUM MONTHLY VOLUME: Client shall agree to sell to factor a minimum amount of \$50,000.

10 MINIMUM MONTHLY FEE: Client shall pay a Minimum Monthly Fee equal to the Factoring Fee multiplied by the Minimum Monthly Volume.

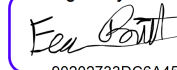
*For greater certainty, and without limiting the generality of this Agreement, the Holdback represents the difference between the face value of an Approved Account and the Purchase Price

EXECUTED AND ACCEPTED at the city of Woodbridge in the Province of Ontario

on this 23 day of June, 2025.

OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC
Per:

Signed by:



90202733DC6A453...

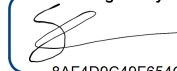
FARHAN BUTT, Director

I have authority to bind the Corporation

REV Capital (Canada) Inc.

Per:

DocuSigned by:



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Loren Shifrin, C.E.O

I have authority to bind the Corporation

ADDENDUM 2
NOTICE OF ASSIGNMENT
OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC

Dear Customer (Attention: Accounts Payable Manager/ Supervisor):

We are pleased to inform you that our company has outsourced their Account Receivables to REV Capital (Canada) Inc. (the "Assignee") This will enable us to accelerate the growth and development of our business, while maintaining a higher standard of customer service. Effective immediately all payments due to our company are to be made payable and remitted directly to:

REV Capital (Canada) Inc.

11-27 Roytec Road, Woodbridge, ON, L4L 8E3

Phone: 1-855-879-1511 Fax: 1-866-294-1291

Please record the receipt of this Notification of Assignment and Direction of Payment in your Accounts Payable office. The undersigned hereby irrevocably directs and authorizes you to make the proceeds of the above Accounts Receivable for our company payable to whomever they may so direct. By acknowledging the receipt of this Notification, you irrevocably agree to waive all rights of set-off(s) of any kind and for any reason whatsoever against the Assignee and that any and all past, present, and future debts owing by our company to yours shall be the sole liability and responsibility of our company and not of the Assignee. Please acknowledge the receipt of this Notification by completing the assignment and returning a copy by fax or mail to the attention of REV Capital (Canada) Inc..

Yours truly,

Signed by:

90202733DC6A453...

FARHAN BUTT

OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC

ADDENDUM 3
AUTHORIZATION FORM

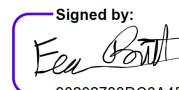
This addendum, as referenced in the agreement dated 23 day of June, 2025 between OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC and REV Capital (Canada) Inc. (the "Agreement") as if this addendum and the Agreement were contained in one agreement.

TO: Bank of America
AND TO: REV Capital (Canada) Inc.
FROM: OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC
RE: OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC

Effective immediately, the UNDERSIGNED hereby authorizes and provides REV Capital (Canada) Inc. authority to endorse all cheques to the deposit of OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC and to negotiate or deposit all cheques to the deposit of OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC to the account of REV Capital (Canada) Inc..

AND FOR SO DOING this shall be your good and sufficient authority.

EXECUTED AND ACCEPTED at the city of Woodbridge in the Province of Ontario
on this 23 day of June, 2025

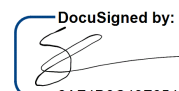
Signed by:


90202733DC6A453...

FARHAN BUTT, Director

I have authority to bind the Corporation

REV Capital (Canada) Inc.
Per:

DocuSigned by:


8AF4D9C49F654C1...

Loren Shifrin, C.E.O

I have authority to bind the Corporation

GUARANTEE AGREEMENT entered into at Woodbridge, Ontario as of June 23, 2025

AMONG:

FARHAN BUTT

(individually a "**Guarantor**" and collectively the "**Guarantors**")

AND

OF THE FIRST PART

REV Capital (Canada) Inc.

(the "**Lender**")

OF THE SECOND PART

WHEREAS OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC (the "**Client**") and the Lender are parties to the Full Factoring Agreement dated June 23, 2025 (which agreement as same may be amended supplemented or restated at any time and from time to time is hereinafter collectively referred to as the "**Credit Agreement**");

WHEREAS pursuant to the Credit Agreement all amounts payable thereunder by and obligations thereunder of the Client shall be executed by the Guarantor in favor of the Lender (the "**Guarantee Agreement**");

WHEREAS it is in the best interest of the Guarantor to guarantee the obligations of the Client under Credit Agreement the whole in accordance with and subject to the terms and conditions of this Guarantee Agreement;

AND WHEREAS the Lender is relying upon this Guarantee Agreement and upon the Guarantor's ownership of certain assets which the Lender expects to be available to satisfy any claims by the Lender for payment of the Guarantee Obligations;

NOW THEREFORE in consideration of the Lender having entered into the Credit Agreement with the Client the parties hereto have agreed as follows:

1. INTERPRETATION

1.1 Definitions

The following capitalized words and expressions whenever used in this Agreement or in any deed document or instrument supplemental or ancillary hereto, unless there be something in the subject or the context inconsistent therewith shall have the meaning ascribed to them herein below;

"**Client**" has the meaning ascribed to it in the first paragraph of the preamble hereto and "**Client**" shall mean any of them;

"**Credit Agreement**" has the meaning ascribed to it in the first paragraph of the preamble hereto;

"**Guaranteed Obligations**" has the meaning ascribed to it in Section 2.1;

"Guarantor" or "Guarantors" has the meaning ascribed to it in the title hereto each in his capacity as guarantor of all the Guaranteed Obligations and as obligor under this Agreement.

1.2 Incorporation of Full Factoring Agreement Definitions

The capitalized words and expressions used in this Agreement or in any deed, document or instrument supplemental or ancillary hereto unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, shall have the same meaning as that ascribed to them at any time and from time to time in the Full Factoring Agreement.

1.3 Headings

The headings are inserted for convenience only and do not affect the meaning or the interpretation of the present Agreement.

1.4 Governing Law

This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws applicable in the Province of Ontario and the laws of Canada applicable therein and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the courts of the Province of Ontario and acknowledges their competence and agrees to be bound by and judgement thereof except that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere,

1.5 Formal Notice

The Guarantor shall be *en demeure* by the mere lapse of time for performing his or her obligations or by the arrival or forfeiture of the term or by any other cause provided by the law.

1.6 Reference to this Agreement

The expressions hereto or "hereunder" or "hereof" or "herein" or "this Agreement" refer to this agreement together with any future amendment, updating or restatement.

2 GUARANTEE AND OTHER COVENANTS

2.1 Guarantee

The Guarantors hereby jointly and severally, unconditionally, irrevocably and solidarily guarantees the due payment and performance of any and all present and future obligations of the Clients arising from but not limited to or contemplated under to the Credit Agreement and all related security documents (the "**Guaranteed Obligations**"), which the Guarantor expressly covenants to pay forthwith to the Lender, as of and from any demand from payment by the Lender. The Guarantor shall make payment of the amount claimed in the same currency in which such Guaranteed Obligations may be outstanding, in funds immediately available to the Lender. As of and from the date of such demand the amount of the demand shall bear interest at the highest rate of interest provided for in the Credit Agreement or in any document delivered pursuantthereto.

2.2 Continuing Guarantee

The guarantee contemplated in this Agreement constitutes a continuing guarantee and remains in full force until the repayment in full of the Guaranteed Obligations.

2.3 Irregularities in borrowing of no effect on the Obligations of the Guarantor

All moneys, advances, renewals and credits borrowed or actually obtained by the Client from the Lender under the Credit Agreement shall constitute part of the Guaranteed Obligations, notwithstanding any irregularity, defect or informality in the borrowing or the obtaining of the said moneys, advances, renewals and credits, whether or not the Lender shall have had knowledge of same it being expressly understood that any amount which may not be recoverable from the Client as a consequence of any irregularity, defect or informality whatsoever in the principal indebtedness of the Clients, may be collected from the Guarantor as the only or principal debtor and shall be payable to the Lender upon demand, with interest, fees and accessories, the whole in accordance with the provisions set forth herein.

2.4 Absolute Obligations

All payments due to the Lender pursuant to the terms of this Agreement or all other provisions, conditions, covenants and agreements to be observed and executed by the Guarantor shall be made, observed and executed by such Guarantor without any reduction whatsoever including, without limitation, all reductions resulting from any means of defense, right of action, right of compensation, set-off or from a reconventional demand of whatever nature, which such Guarantor, as the case may be, should dispose of or have disposed of, at any time against the Lender, in connection with the present Agreement, the Credit Agreement, any hypothec granted in favour of the Lender under the Credit Agreement, or otherwise.

2.5 Liability of Guarantor

This Guarantee Agreement shall remain in effect and the Obligations shall neither be reduced nor extinguished as a result of:

2.5.1 the Client or the Lender carrying on business under another name, modifying its name, its shareholding, its management, its powers, its objects or its organization;

2.5.2a change in the constitution, the business or the objects of the Clients or the Lender, including if such party merges with another enterprise, or sells or acquires a business enterprise or an important part of an enterprise, or loses its existence in its current form, regardless of the business names under which the Obligations have been contracted;

2.5.3a substantial change in the Clients or the Lender;

2.5.4 obligations being increased or modified from those that prevail at the time of execution of this Guarantee Agreement;

2.5.5a loss or reduction in the security, as the case may be, created by the Client or another guarantor securing the payment of the Obligations or that it is impossible to realize;

2.5.6 existing reasons based on the incapacity or other reasons to cancel or reduce the Obligations or to stop the claim;

2.5.7a change in the circumstances having led the Guarantor to execute this Agreement;

2.5.8 the termination of the office or duties of the Guarantor or a change in said office or duties of the Guarantor with the Client, such as officers, directors, shareholders, employees or others, or in any relationship between the Guarantor and/or the Client.

Without limiting the foregoing, the Guarantor shall remain liable for the Obligations of the Clients even if one of the Clients is released from such Obligations by reason of bankruptcy, a proposal, an arrangement or any other reason. The Guarantor waives all rights to invoke causes of nullity of the debts and obligations of the Client or the excess or absence of authority of persons acting on behalf of the Client.

2.6 Imputation of payments

Notwithstanding any other legal rule concerning the imputation of payments, all sums of money received from the Guarantor shall be imputed to the payment, in principal, interest and fees, at the discretion of the Lender.

2.7 Subrogation

The Guarantor may be subrogated in the rights of the Lender until the Lender shall have received the entire amount of its claims against the Client in connection with the Guaranteed Obligations.

2.8 Assessment of the value of the guarantees in the event of a proof of claim

If the Lender has to produce a proof of claim relating to the Client's assets and has to assess the guarantees held by it, the Lender shall assess such value at its own discretion and the claim that it will present, as well as its assessment of such value will neither prejudice nor restrict, by any means, the rights of the Lender against the Guarantor, nor reduce the Guaranteed Obligations or the obligations of the Guarantor pursuant to the terms of this Agreement.

2.9 Additional Security

The guarantee contemplated in this Agreement is in addition to and not in substitution for any other guarantee given by anyone whomsoever and shall not prejudice any and all security granted to the Lender by anyone whomsoever, and held by it at any time whatsoever. The Lender shall not be bound to give a rank or marshal its security nor to apply this principle to sums of money which it shall be entitled to receive or to other assets upon which it may possess rights.

2.10 Renunciation to the benefits of division and discussion

The Lender shall not be obliged to exercise any of its recourses against the Client or against others, or to discuss any of the security which it shall hold before being entitled to the payment by the Guarantor of the Guaranteed Obligations and it shall not be bound to offer or to deliver its security before being paid in full. The Guarantor renounces the benefit of discussion and division.

2.11 No Liberation of the Guarantor

The obligations of the Guarantor pursuant to this Agreement are not reduced, limited or terminated and no Guarantor is released from his respective obligations for any reason whatsoever other than the integral, final and definitive payment of the Guaranteed Obligations.

2.12 Authority to modify Guaranteed Obligations

The Guarantor expressly authorizes the Lender, at any time and from time to time without notice and without affecting the liability of the Guarantor hereunder, to:

2.12.1 alter the terms of all or any part of the Guaranteed Obligations and of the related securities, including without limitation, modification to the schedule of payment and rates of interest;

2.12.2 accept new or additional instruments, documents, agreements, securities or guarantees in connection with all or any part of the Guaranteed Obligations;

2.12.3 accept the partial payment of the Guaranteed Obligation;

2.12.4 waive, release, reconvey, terminate, abandon, subordinate, exchange, substitute, transfer, compound, compromise, liquidate and enforce all or any part of the Guaranteed Obligations and any security or guarantees in connection therewith and apply any such security and direct the order or manner of sale thereof and bid and purchase at any such sale, as the Lender, in its discretion may determine;

2.12.5 release the Client, the Guarantor or any other person from any personal liability with respect to all or any part of the Guaranteed Obligations; and

2.12.6 otherwise modify the provisions of the Credit Agreement or any hypothec granted in favour of the Lender under the Credit Agreement.

3. REPRESENTATIONS AND WARRANTIES

The Guarantor does hereby represent and warrant that the present Guarantee Agreement has not been provided in his capacity as an officer or director, as the case may be, of the Client but in his personal capacity.

4. GENERAL PROVISIONS

4.1 Notices

Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made to the party to whom such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, when delivered to such party (by certified mail, postage prepaid or by telecopier or hand delivery) at its address and attention set forth with its signature below, or at such other address as any of the parties hereto may hereafter notify the others in writing. No other method of giving notice is hereby precluded.

4.2 Assignment

The rights and obligations of the Guarantor pursuant to the terms of this Guarantee Agreement are personal and consequently, shall not be assigned or transferred, such assignment being null and void.

4.3 Renunciation

The rights and recourses of the Lender, pursuant to the terms of this Guarantee Agreement shall be cumulative and not exclusive of all the rights and recourses which it should otherwise dispose of, any omission or delay of the Lender in the exercise of any right, shall not constitute a renunciation to such rights. Any unique or partial exercise of any power or right shall not prohibit its subsequent exercise nor the exercise of any other power or right.

4.4 Expenses

The Guarantor agrees to pay all costs and expenses including, without limitation, reasonable legal fees incurred by the Lender in order to collect or have the obligations of the Guarantor respected pursuant to this Agreement.

4.5 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

4.6 Acknowledgment

The Guarantor hereby acknowledges that he or she has received and taken cognizance of a copy of the Credit Agreement and of the hypothecs granted in favour of the Lender thereunder and is familiar with all the provisions thereof.

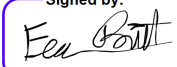
4.7 Language

The Guarantor acknowledges that it has read and understood this Agreement and the Credit Agreement and that the Guarantor has had the opportunity to have this Agreement and the Credit Agreement translated into the Guarantor's first language, without any interference from the Lender. The parties have requested this Agreement be drafted in the English language. Les parties aux présentes ont demandé que la présente convention et tous les documents s'y rapportant ou complétant soient rédigés en Anglais.

4.8 Independent Legal Advice

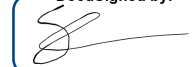
The Guarantor acknowledges that it is signing this Agreement voluntarily and without any undue influence from Lender or anyone. The Guarantor further acknowledges that Lender has recommended that the Guarantor obtain Independent Legal Advice before executing this Agreement, and if not obtained, the Guarantor confirms having waived its entitlement to Independent Legal Advice freely and without and interference or undue influence by Lender.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and in the place first hereinabove mentioned.

Signed by:

90202733DC6A453...

FARHAN BUTT

REV Capital (Canada) Inc.

DocuSigned by:

8AE4D9C49F654C1...

Loren Shifrin, C.E.O
I have authority to bind the corporation

GUARANTEE AGREEMENT entered into at Woodbridge, Ontario as of June 23, 2025

AMONG:

ASLIM HUSSAIN

(individually a "**Guarantor**" and collectively the "**Guarantors**")

AND

OF THE FIRST PART

REV Capital (Canada) Inc.

(the "**Lender**")

OF THE SECOND PART

WHEREAS OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC (the "**Client**") and the Lender are parties to the Full Factoring Agreement dated June 23, 2025 (which agreement as same may be amended supplemented or restated at any time and from time to time is hereinafter collectively referred to as the "**Credit Agreement**");

WHEREAS pursuant to the Credit Agreement all amounts payable thereunder by and obligations thereunder of the Client shall be executed by the Guarantor in favor of the Lender (the "**Guarantee Agreement**");

WHEREAS it is in the best interest of the Guarantor to guarantee the obligations of the Client under Credit Agreement the whole in accordance with and subject to the terms and conditions of this Guarantee Agreement;

AND WHEREAS the Lender is relying upon this Guarantee Agreement and upon the Guarantor's ownership of certain assets which the Lender expects to be available to satisfy any claims by the Lender for payment of the Guarantee Obligations;

NOW THEREFORE in consideration of the Lender having entered into the Credit Agreement with the Client the parties hereto have agreed as follows:

1. INTERPRETATION

1.1 Definitions

The following capitalized words and expressions whenever used in this Agreement or in any deed document or instrument supplemental or ancillary hereto, unless there be something in the subject or the context inconsistent therewith shall have the meaning ascribed to them herein below;

"**Client**" has the meaning ascribed to it in the first paragraph of the preamble hereto and "**Client**" shall mean any of them;

"**Credit Agreement**" has the meaning ascribed to it in the first paragraph of the preamble hereto;

"**Guaranteed Obligations**" has the meaning ascribed to it in Section 2.1;

"Guarantor" or "Guarantors" has the meaning ascribed to it in the title hereto each in his capacity as guarantor of all the Guaranteed Obligations and as obligor under this Agreement.

1.2 Incorporation of Full Factoring Agreement Definitions

The capitalized words and expressions used in this Agreement or in any deed, document or instrument supplemental or ancillary hereto unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, shall have the same meaning as that ascribed to them at any time and from time to time in the Full Factoring Agreement.

1.3 Headings

The headings are inserted for convenience only and do not affect the meaning or the interpretation of the present Agreement.

1.4 Governing Law

This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws applicable in the Province of Ontario and the laws of Canada applicable therein and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the courts of the Province of Ontario and acknowledges their competence and agrees to be bound by and judgement thereof except that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere,

1.5 Formal Notice

The Guarantor shall be *en demeure* by the mere lapse of time for performing his or her obligations or by the arrival or forfeiture of the term or by any other cause provided by the law.

1.6 Reference to this Agreement

The expressions hereto or "hereunder" or "hereof" or "herein" or "this Agreement" refer to this agreement together with any future amendment, updating or restatement.

2 GUARANTEE AND OTHER COVENANTS

2.1 Guarantee

The Guarantors hereby jointly and severally, unconditionally, irrevocably and solidarily guarantees the due payment and performance of any and all present and future obligations of the Clients arising from but not limited to or contemplated under to the Credit Agreement and all related security documents (the "**Guaranteed Obligations**"), which the Guarantor expressly covenants to pay forthwith to the Lender, as of and from any demand from payment by the Lender. The Guarantor shall make payment of the amount claimed in the same currency in which such Guaranteed Obligations may be outstanding, in funds immediately available to the Lender. As of and from the date of such demand the amount of the demand shall bear interest at the highest rate of interest provided for in the Credit Agreement or in any document delivered pursuantthereto.

2.2 Continuing Guarantee

The guarantee contemplated in this Agreement constitutes a continuing guarantee and remains in full force until the repayment in full of the Guaranteed Obligations.

2.3 Irregularities in borrowing of no effect on the Obligations of the Guarantor

All moneys, advances, renewals and credits borrowed or actually obtained by the Client from the Lender under the Credit Agreement shall constitute part of the Guaranteed Obligations, notwithstanding any irregularity, defect or informality in the borrowing or the obtaining of the said moneys, advances, renewals and credits, whether or not the Lender shall have had knowledge of same it being expressly understood that any amount which may not be recoverable from the Client as a consequence of any irregularity, defect or informality whatsoever in the principal indebtedness of the Clients, may be collected from the Guarantor as the only or principal debtor and shall be payable to the Lender upon demand, with interest, fees and accessories, the whole in accordance with the provisions set forth herein.

2.4 Absolute Obligations

All payments due to the Lender pursuant to the terms of this Agreement or all other provisions, conditions, covenants and agreements to be observed and executed by the Guarantor shall be made, observed and executed by such Guarantor without any reduction whatsoever including, without limitation, all reductions resulting from any means of defense, right of action, right of compensation, set-off or from a reconventional demand of whatever nature, which such Guarantor, as the case may be, should dispose of or have disposed of, at any time against the Lender, in connection with the present Agreement, the Credit Agreement, any hypothec granted in favour of the Lender under the Credit Agreement, or otherwise.

2.5 Liability of Guarantor

This Guarantee Agreement shall remain in effect and the Obligations shall neither be reduced nor extinguished as a result of:

2.5.1 the Client or the Lender carrying on business under another name, modifying its name, its shareholding, its management, its powers, its objects or its organization;

2.5.2 a change in the constitution, the business or the objects of the Clients or the Lender, including if such party merges with another enterprise, or sells or acquires a business enterprise or an important part of an enterprise, or loses its existence in its current form, regardless of the business names under which the Obligations have been contracted;

2.5.3 a substantial change in the Clients or the Lender;

2.5.4 obligations being increased or modified from those that prevail at the time of execution of this Guarantee Agreement;

2.5.5 a loss or reduction in the security, as the case may be, created by the Client or another guarantor securing the payment of the Obligations or that it is impossible to realize;

2.5.6 existing reasons based on the incapacity or other reasons to cancel or reduce the Obligations or to stop the claim;

2.5.7 a change in the circumstances having led the Guarantor to execute this Agreement;

2.5.8 the termination of the office or duties of the Guarantor or a change in said office or duties of the Guarantor with the Client, such as officers, directors, shareholders, employees or others, or in any relationship between the Guarantor and/or the Client.

Without limiting the foregoing, the Guarantor shall remain liable for the Obligations of the Clients even if one of the Clients is released from such Obligations by reason of bankruptcy, a proposal, an arrangement or any other reason. The Guarantor waives all rights to invoke causes of nullity of the debts and obligations of the Client or the excess or absence of authority of persons acting on behalf of the Client.

2.6 Imputation of payments

Notwithstanding any other legal rule concerning the imputation of payments, all sums of money received from the Guarantor shall be imputed to the payment, in principal, interest and fees, at the discretion of the Lender.

2.7 Subrogation

The Guarantor may be subrogated in the rights of the Lender until the Lender shall have received the entire amount of its claims against the Client in connection with the Guaranteed Obligations.

2.8 Assessment of the value of the guarantees in the event of a proof of claim

If the Lender has to produce a proof of claim relating to the Client's assets and has to assess the guarantees held by it, the Lender shall assess such value at its own discretion and the claim that it will present, as well as its assessment of such value will neither prejudice nor restrict, by any means, the rights of the Lender against the Guarantor, nor reduce the Guaranteed Obligations or the obligations of the Guarantor pursuant to the terms of this Agreement.

2.9 Additional Security

The guarantee contemplated in this Agreement is in addition to and not in substitution for any other guarantee given by anyone whomsoever and shall not prejudice any and all security granted to the Lender by anyone whomsoever, and held by it at any time whatsoever. The Lender shall not be bound to give a rank or marshal its security nor to apply this principle to sums of money which it shall be entitled to receive or to other assets upon which it may possess rights.

2.10 Renunciation to the benefits of division and discussion

The Lender shall not be obliged to exercise any of its recourses against the Client or against others, or to discuss any of the security which it shall hold before being entitled to the payment by the Guarantor of the Guaranteed Obligations and it shall not be bound to offer or to deliver its security before being paid in full. The Guarantor renounces the benefit of discussion and division.

2.11 No Liberation of the Guarantor

The obligations of the Guarantor pursuant to this Agreement are not reduced, limited or terminated and no Guarantor is released from his respective obligations for any reason whatsoever other than the integral, final and definitive payment of the Guaranteed Obligations.

2.12 Authority to modify Guaranteed Obligations

The Guarantor expressly authorizes the Lender, at any time and from time to time without notice and without affecting the liability of the Guarantor hereunder, to:

2.12.1 alter the terms of all or any part of the Guaranteed Obligations and of the related securities, including without limitation, modification to the schedule of payment and rates of interest;

2.12.2 accept new or additional instruments, documents, agreements, securities or guarantees in connection with all or any part of the Guaranteed Obligations;

2.12.3 accept the partial payment of the Guaranteed Obligation;

2.12.4 waive, release, reconvey, terminate, abandon, subordinate, exchange, substitute, transfer, compound, compromise, liquidate and enforce all or any part of the Guaranteed Obligations and any security or guarantees in connection therewith and apply any such security and direct the order or manner of sale thereof and bid and purchase at any such sale, as the Lender, in its discretion may determine;

2.12.5 release the Client, the Guarantor or any other person from any personal liability with respect to all or any part of the Guaranteed Obligations; and

2.12.6 otherwise modify the provisions of the Credit Agreement or any hypothec granted in favour of the Lender under the Credit Agreement.

3. REPRESENTATIONS AND WARRANTIES

The Guarantor does hereby represent and warrant that the present Guarantee Agreement has not been provided in his capacity as an officer or director, as the case may be, of the Client but in his personal capacity.

4. GENERAL PROVISIONS

4.1 Notices

Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made to the party to whom such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, when delivered to such party (by certified mail, postage prepaid or by telecopier or hand delivery) at its address and attention set forth with its signature below, or at such other address as any of the parties hereto may hereafter notify the others in writing. No other method of giving notice is hereby precluded.

4.2 Assignment

The rights and obligations of the Guarantor pursuant to the terms of this Guarantee Agreement are personal and consequently, shall not be assigned or transferred, such assignment being null and void.

4.3 Renunciation

The rights and recourses of the Lender, pursuant to the terms of this Guarantee Agreement shall be cumulative and not exclusive of all the rights and recourses which it should otherwise dispose of, any omission or delay of the Lender in the exercise of any right, shall not constitute a renunciation to such rights. Any unique or partial exercise of any power or right shall not prohibit its subsequent exercise nor the exercise of any other power or right.

4.4 Expenses

The Guarantor agrees to pay all costs and expenses including, without limitation, reasonable legal fees incurred by the Lender in order to collect or have the obligations of the Guarantor respected pursuant to this Agreement.

4.5 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

4.6 Acknowledgment

The Guarantor hereby acknowledges that he or she has received and taken cognizance of a copy of the Credit Agreement and of the hypothecs granted in favour of the Lender thereunder and is familiar with all the provisions thereof.

4.7 Language

The Guarantor acknowledges that it has read and understood this Agreement and the Credit Agreement and that the Guarantor has had the opportunity to have this Agreement and the Credit Agreement translated into the Guarantor's first language, without any interference from the Lender. The parties have requested this Agreement be drafted in the English language. Les parties aux présentes ont demandé que la présente convention et tous les documents s'y rapportant ou complétant soient rédigés en Anglais.

4.8 Independent Legal Advice

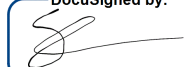
The Guarantor acknowledges that it is signing this Agreement voluntarily and without any undue influence from Lender or anyone. The Guarantor further acknowledges that Lender has recommended that the Guarantor obtain Independent Legal Advice before executing this Agreement, and if not obtained, the Guarantor confirms having waived its entitlement to Independent Legal Advice freely and without and interference or undue influence by Lender.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and in the place first hereinabove mentioned.

Signed by:

EAE990A65DB042E...
ASLIM HUSSAIN

REV Capital (Canada) Inc.

DocuSigned by:

8AF4D9C49F654C1...
Loren Shifrin, C.E.O
I have authority to bind the corporation

GUARANTEE AGREEMENT entered into at Woodbridge, Ontario as of June 23, 2025

AMONG:

SANA PERVAIZ

(individually a "**Guarantor**" and collectively the "**Guarantors**")

AND

OF THE FIRST PART

REV Capital (Canada) Inc.

(the "**Lender**")

OF THE SECOND PART

WHEREAS OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC (the "**Client**") and the Lender are parties to the Full Factoring Agreement dated June 23, 2025 (which agreement as same may be amended supplemented or restated at any time and from time to time is hereinafter collectively referred to as the "**Credit Agreement**");

WHEREAS pursuant to the Credit Agreement all amounts payable thereunder by and obligations thereunder of the Client shall be executed by the Guarantor in favor of the Lender (the "**Guarantee Agreement**");

WHEREAS it is in the best interest of the Guarantor to guarantee the obligations of the Client under Credit Agreement the whole in accordance with and subject to the terms and conditions of this Guarantee Agreement;

AND WHEREAS the Lender is relying upon this Guarantee Agreement and upon the Guarantor's ownership of certain assets which the Lender expects to be available to satisfy any claims by the Lender for payment of the Guarantee Obligations;

NOW THEREFORE in consideration of the Lender having entered into the Credit Agreement with the Client the parties hereto have agreed as follows:

1. INTERPRETATION

1.1 Definitions

The following capitalized words and expressions whenever used in this Agreement or in any deed document or instrument supplemental or ancillary hereto, unless there be something in the subject or the context inconsistent therewith shall have the meaning ascribed to them herein below;

"**Client**" has the meaning ascribed to it in the first paragraph of the preamble hereto and "**Client**" shall mean any of them;

"**Credit Agreement**" has the meaning ascribed to it in the first paragraph of the preamble hereto;

"**Guaranteed Obligations**" has the meaning ascribed to it in Section 2.1;

"Guarantor" or "Guarantors" has the meaning ascribed to it in the title hereto each in his capacity as guarantor of all the Guaranteed Obligations and as obligor under this Agreement.

1.2 Incorporation of Full Factoring Agreement Definitions

The capitalized words and expressions used in this Agreement or in any deed, document or instrument supplemental or ancillary hereto unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, shall have the same meaning as that ascribed to them at any time and from time to time in the Full Factoring Agreement.

1.3 Headings

The headings are inserted for convenience only and do not affect the meaning or the interpretation of the present Agreement.

1.4 Governing Law

This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws applicable in the Province of Ontario and the laws of Canada applicable therein and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the courts of the Province of Ontario and acknowledges their competence and agrees to be bound by and judgement thereof except that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere,

1.5 Formal Notice

The Guarantor shall be *en demeure* by the mere lapse of time for performing his or her obligations or by the arrival or forfeiture of the term or by any other cause provided by the law.

1.6 Reference to this Agreement

The expressions hereto or "hereunder" or "hereof" or "herein" or "this Agreement" refer to this agreement together with any future amendment, updating or restatement.

2 GUARANTEE AND OTHER COVENANTS

2.1 Guarantee

The Guarantors hereby jointly and severally, unconditionally, irrevocably and solidarily guarantees the due payment and performance of any and all present and future obligations of the Clients arising from but not limited to or contemplated under to the Credit Agreement and all related security documents (the "**Guaranteed Obligations**"), which the Guarantor expressly covenants to pay forthwith to the Lender, as of and from any demand from payment by the Lender. The Guarantor shall make payment of the amount claimed in the same currency in which such Guaranteed Obligations may be outstanding, in funds immediately available to the Lender. As of and from the date of such demand the amount of the demand shall bear interest at the highest rate of interest provided for in the Credit Agreement or in any document delivered pursuantthereto.

2.2 Continuing Guarantee

The guarantee contemplated in this Agreement constitutes a continuing guarantee and remains in full force until the repayment in full of the Guaranteed Obligations.

2.3 Irregularities in borrowing of no effect on the Obligations of the Guarantor

All moneys, advances, renewals and credits borrowed or actually obtained by the Client from the Lender under the Credit Agreement shall constitute part of the Guaranteed Obligations, notwithstanding any irregularity, defect or informality in the borrowing or the obtaining of the said moneys, advances, renewals and credits, whether or not the Lender shall have had knowledge of same it being expressly understood that any amount which may not be recoverable from the Client as a consequence of any irregularity, defect or informality whatsoever in the principal indebtedness of the Clients, may be collected from the Guarantor as the only or principal debtor and shall be payable to the Lender upon demand, with interest, fees and accessories, the whole in accordance with the provisions set forth herein.

2.4 Absolute Obligations

All payments due to the Lender pursuant to the terms of this Agreement or all other provisions, conditions, covenants and agreements to be observed and executed by the Guarantor shall be made, observed and executed by such Guarantor without any reduction whatsoever including, without limitation, all reductions resulting from any means of defense, right of action, right of compensation, set-off or from a reconventional demand of whatever nature, which such Guarantor, as the case may be, should dispose of or have disposed of, at any time against the Lender, in connection with the present Agreement, the Credit Agreement, any hypothec granted in favour of the Lender under the Credit Agreement, or otherwise.

2.5 Liability of Guarantor

This Guarantee Agreement shall remain in effect and the Obligations shall neither be reduced nor extinguished as a result of:

2.5.1 the Client or the Lender carrying on business under another name, modifying its name, its shareholding, its management, its powers, its objects or its organization;

2.5.2a change in the constitution, the business or the objects of the Clients or the Lender, including if such party merges with another enterprise, or sells or acquires a business enterprise or an important part of an enterprise, or loses its existence in its current form, regardless of the business names under which the Obligations have been contracted;

2.5.3a substantial change in the Clients or the Lender;

2.5.4 obligations being increased or modified from those that prevail at the time of execution of this Guarantee Agreement;

2.5.5a loss or reduction in the security, as the case may be, created by the Client or another guarantor securing the payment of the Obligations or that it is impossible to realize;

2.5.6 existing reasons based on the incapacity or other reasons to cancel or reduce the Obligations or to stop the claim;

2.5.7a change in the circumstances having led the Guarantor to execute this Agreement;

2.5.8 the termination of the office or duties of the Guarantor or a change in said office or duties of the Guarantor with the Client, such as officers, directors, shareholders, employees or others, or in any relationship between the Guarantor and/or the Client.

Without limiting the foregoing, the Guarantor shall remain liable for the Obligations of the Clients even if one of the Clients is released from such Obligations by reason of bankruptcy, a proposal, an arrangement or any other reason. The Guarantor waives all rights to invoke causes of nullity of the debts and obligations of the Client or the excess or absence of authority of persons acting on behalf of the Client.

2.6 Imputation of payments

Notwithstanding any other legal rule concerning the imputation of payments, all sums of money received from the Guarantor shall be imputed to the payment, in principal, interest and fees, at the discretion of the Lender.

2.7 Subrogation

The Guarantor may be subrogated in the rights of the Lender until the Lender shall have received the entire amount of its claims against the Client in connection with the Guaranteed Obligations.

2.8 Assessment of the value of the guarantees in the event of a proof of claim

If the Lender has to produce a proof of claim relating to the Client's assets and has to assess the guarantees held by it, the Lender shall assess such value at its own discretion and the claim that it will present, as well as its assessment of such value will neither prejudice nor restrict, by any means, the rights of the Lender against the Guarantor, nor reduce the Guaranteed Obligations or the obligations of the Guarantor pursuant to the terms of this Agreement.

2.9 Additional Security

The guarantee contemplated in this Agreement is in addition to and not in substitution for any other guarantee given by anyone whomsoever and shall not prejudice any and all security granted to the Lender by anyone whomsoever, and held by it at any time whatsoever. The Lender shall not be bound to give a rank or marshal its security nor to apply this principle to sums of money which it shall be entitled to receive or to other assets upon which it may possess rights.

2.10 Renunciation to the benefits of division and discussion

The Lender shall not be obliged to exercise any of its recourses against the Client or against others, or to discuss any of the security which it shall hold before being entitled to the payment by the Guarantor of the Guaranteed Obligations and it shall not be bound to offer or to deliver its security before being paid in full. The Guarantor renounces the benefit of discussion and division.

2.11 No Liberation of the Guarantor

The obligations of the Guarantor pursuant to this Agreement are not reduced, limited or terminated and no Guarantor is released from his respective obligations for any reason whatsoever other than the integral, final and definitive payment of the Guaranteed Obligations.

2.12 Authority to modify Guaranteed Obligations

The Guarantor expressly authorizes the Lender, at any time and from time to time without notice and without affecting the liability of the Guarantor hereunder, to:

2.12.1 alter the terms of all or any part of the Guaranteed Obligations and of the related securities, including without limitation, modification to the schedule of payment and rates of interest;

2.12.2 accept new or additional instruments, documents, agreements, securities or guarantees in connection with all or any part of the Guaranteed Obligations;

2.12.3 accept the partial payment of the Guaranteed Obligation;

2.12.4 waive, release, reconvey, terminate, abandon, subordinate, exchange, substitute, transfer, compound, compromise, liquidate and enforce all or any part of the Guaranteed Obligations and any security or guarantees in connection therewith and apply any such security and direct the order or manner of sale thereof and bid and purchase at any such sale, as the Lender, in its discretion may determine;

2.12.5 release the Client, the Guarantor or any other person from any personal liability with respect to all or any part of the Guaranteed Obligations; and

2.12.6 otherwise modify the provisions of the Credit Agreement or any hypothec granted in favour of the Lender under the Credit Agreement.

3. REPRESENTATIONS AND WARRANTIES

The Guarantor does hereby represent and warrant that the present Guarantee Agreement has not been provided in his capacity as an officer or director, as the case may be, of the Client but in his personal capacity.

4. GENERAL PROVISIONS

4.1 Notices

Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made to the party to whom such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, when delivered to such party (by certified mail, postage prepaid or by telecopier or hand delivery) at its address and attention set forth with its signature below, or at such other address as any of the parties hereto may hereafter notify the others in writing. No other method of giving notice is hereby precluded.

4.2 Assignment

The rights and obligations of the Guarantor pursuant to the terms of this Guarantee Agreement are personal and consequently, shall not be assigned or transferred, such assignment being null and void.

4.3 Renunciation

The rights and recourses of the Lender, pursuant to the terms of this Guarantee Agreement shall be cumulative and not exclusive of all the rights and recourses which it should otherwise dispose of, any omission or delay of the Lender in the exercise of any right, shall not constitute a renunciation to such rights. Any unique or partial exercise of any power or right shall not prohibit its subsequent exercise nor the exercise of any other power or right.

4.4 Expenses

The Guarantor agrees to pay all costs and expenses including, without limitation, reasonable legal fees incurred by the Lender in order to collect or have the obligations of the Guarantor respected pursuant to this Agreement.

4.5 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

4.6 Acknowledgment

The Guarantor hereby acknowledges that he or she has received and taken cognizance of a copy of the Credit Agreement and of the hypothecs granted in favour of the Lender thereunder and is familiar with all the provisions thereof.

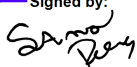
4.7 Language

The Guarantor acknowledges that it has read and understood this Agreement and the Credit Agreement and that the Guarantor has had the opportunity to have this Agreement and the Credit Agreement translated into the Guarantor's first language, without any interference from the Lender. The parties have requested this Agreement be drafted in the English language. Les parties aux présentes ont demandé que la présente convention et tous les documents s'y rapportant ou complétant soient rédigés en Anglais.

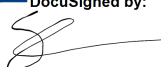
4.8 Independent Legal Advice

The Guarantor acknowledges that it is signing this Agreement voluntarily and without any undue influence from Lender or anyone. The Guarantor further acknowledges that Lender has recommended that the Guarantor obtain Independent Legal Advice before executing this Agreement, and if not obtained, the Guarantor confirms having waived its entitlement to Independent Legal Advice freely and without and interference or undue influence by Lender.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and in the place first hereinabove mentioned.

Signed by:

BEDD3F66FF1445E...
SANA PERVAIZ

REV Capital (Canada) Inc.

DocuSigned by:

8AF4D9C49F654C1...
Loren Shifrin, C.E.O
I have authority to bind the corporation

Certificate Of Completion

Envelope Id: E5E84653-7B6B-4E39-B4C9-44B3D8293C5A

Status: Completed

Subject: OVER LAND EAST TRANSPORTATION O.B 10337200 CANADA INC: FACTORING AGREEMENT

Source Envelope:

Document Pages: 38

Signatures: 14

Envelope Originator:

Certificate Pages: 6

Initials: 0

REV Capital

AutoNav: Enabled

2941 Larkin Ave.

Envelopeld Stamping: Enabled

Clovis, CA 93612

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

TakeOn@revinc.com

IP Address: 72.138.34.226

Record Tracking

Status: Original

Holder: REV Capital

Location: DocuSign

6/11/2025 2:22:40 PM

TakeOn@revinc.com

Signer Events

FARHAN BUTT

farhanbutt93@hotmail.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

90202733DC6A453...

Signature Adoption: Drawn on Device

Using IP Address: 69.156.46.74

Signed using mobile

Timestamp

Sent: 6/11/2025 2:37:44 PM

Resent: 6/17/2025 10:50:20 AM

Viewed: 7/2/2025 11:14:12 AM

Signed: 7/2/2025 11:14:47 AM

Authentication Details

Identity Verification Details:

Workflow ID: ba2e0c8a-d4c4-413e-bb07-947a1f86fb69

Workflow Name: DocuSign ID Verification

Workflow Description: The signer will need to identify themselves with a valid government ID.

Identification Method: Government Issued Id Document

Type of Document: Driver's License

Identification Level: ID Only

Transaction Unique ID: 0d33374d-5c64-5caa-8fb7-175af6d2bd5e

Country or Region of ID: CA

Result: Passed

Performed: 7/2/2025 11:13:32 AM

Electronic Record and Signature Disclosure:

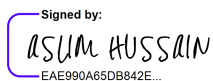
Accepted: 7/2/2025 11:14:12 AM

ID: 962579b3-d76b-430a-9b38-a35c43de36e6

ASLIM HUSSAIN

aslimhussain84@gmail.com

Security Level: Email, Account Authentication
(None)

Signed by:

EAE990A65DB842E...

Signature Adoption: Pre-selected Style

Using IP Address:

2001:56b:3c6d:2053:15db:1f86:d111:9705

Signed using mobile

Sent: 7/2/2025 11:14:49 AM

Viewed: 7/23/2025 11:26:50 AM

Signed: 7/23/2025 11:27:39 AM

Authentication Details

Identity Verification Details:

Workflow ID: ba2e0c8a-d4c4-413e-bb07-947a1f86fb69

Workflow Name: DocuSign ID Verification

Workflow Description: The signer will need to identify themselves with a valid government ID.

Identification Method: Government Issued Id Document

Type of Document: Driver's License

Identification Level: ID Only

Transaction Unique ID: 9c5d3efb-4c91-50bd-b0c0-254236f59a9d

Country or Region of ID: CA

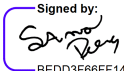
Result: Passed

Performed: 7/23/2025 11:25:55 AM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2025 11:26:50 AM

ID: 6eeed23d-8537-44f9-a992-102ca1445b0d

Signer Events	Signature	Timestamp
<p>SANA PERVAIZ</p> <p>omerchaudhary3@gmail.com</p> <p>OPERATIONA MANGER</p> <p>Overland cargo transports</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p>  <p>BEDD3F66FF1445E...</p> <p>Signature Adoption: Drawn on Device</p> <p>Using IP Address: 174.88.20.43</p> <p>Signed using mobile</p>	<p>Sent: 7/23/2025 11:27:42 AM</p> <p>Resent: 7/28/2025 12:54:03 PM</p> <p>Viewed: 7/29/2025 2:24:18 AM</p> <p>Signed: 7/29/2025 2:27:18 AM</p>

Authentication Details

Identity Verification Details:

Workflow ID: ba2e0c8a-d4c4-413e-bb07-947a1f86fb69
Workflow Name: DocuSign ID Verification
Workflow Description: The signer will need to identify themselves with a valid government ID.
Identification Method: Government Issued Id Document
Type of Document: Driver's License
Identification Level: ID Only
Transaction Unique ID: 09f4a232-1fc7-599e-99d1-3126d0485c6c
Country or Region of ID: CA
Result: Passed
Performed: 7/29/2025 2:23:54 AM

Identity Verification Details:

Workflow ID: ba2e0c8a-d4c4-413e-bb07-947a1f86fb69
Workflow Name: DocuSign ID Verification
Workflow Description: The signer will need to identify themselves with a valid government ID.
Identification Method: Government Issued Id Document
Type of Document: Driver's License
Identification Level: ID Only
Transaction Unique ID: 09f4a232-1fc7-599e-99d1-3126d0485c6c
Country or Region of ID: CA
Result: Passed
Performed: 7/29/2025 2:26:23 AM

Electronic Record and Signature Disclosure:

Accepted: 7/29/2025 2:24:18 AM
ID: fa7b9db5-9ea9-4941-b925-34cfe492fe2f

LOREN SHIFRIN

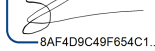
takeon@revinc.com

Business TakeOn Manager

REV Capital

Security Level: Email, Account Authentication (None)

DocuSigned by:



8AF4D9C49F654C1...

Signature Adoption: Drawn on Device
Using IP Address: 72.138.34.226

Sent: 7/29/2025 2:27:20 AM

Viewed: 7/29/2025 9:48:22 AM

Signed: 7/29/2025 9:48:59 AM

Electronic Record and Signature Disclosure:

Accepted: 7/10/2025 4:56:48 PM
ID: 25c512e1-bc1f-453a-a466-d7cef13b1721

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/11/2025 2:37:44 PM
Envelope Updated	Security Checked	6/17/2025 10:50:19 AM
Envelope Updated	Security Checked	6/17/2025 10:50:19 AM
Envelope Updated	Security Checked	6/17/2025 10:50:19 AM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Envelope Updated	Security Checked	6/23/2025 2:53:43 PM
Certified Delivered	Security Checked	7/29/2025 9:48:22 AM
Signing Complete	Security Checked	7/29/2025 9:48:59 AM
Completed	Security Checked	7/29/2025 9:48:59 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Revolution Capital of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at agao@revinc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to agao@revinc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to agao@revinc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Revolution Capital as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Revolution Capital during the course of your relationship with Revolution Capital.



Outlook

Hey farhan, quick question about your funding goals

From Team Swoop <swoop@swoopfunding.com>

Date Fri 2025-06-27 7:14 PM

To Dispatch Overland East <dispatch@overlandeast.ca>

[Log In](#)[Upload Documents](#)[Integrate Accounting](#)

What's holding you back from getting funded?

Hello farhan,

Just wanted to quickly check in on your plans to secure \$3,000,000 in funding.

Swoop offers expert guidance from funding managers and access to a wide network of lenders, ensuring you find the most suitable funding for your business.

Our funding managers are ready to discuss your specific needs and help you find the best path forward.

If you're ready to pick up the conversation, click the button below to book a call with your funding manager.

[Schedule a call with my funding manager](#)

Best,

#TeamSwoop

swoopfunding.com

Canada | US | Ireland | UK | Australia | South Africa



Visit Swoop

Swoop, 180 John St, Toronto, ON M5T 1X5, Canada, (647) 946-3001

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Outlook

Overland East Info Request

From Harsh Solanki <Harsh.Solanki@ecapital.com>

Date Fri 2024-11-15 9:15 AM

To Dispatch Overland East <dispatch@overlandeast.ca>

Cc omerchaudhary3@gmail.com <omerchaudhary3@gmail.com>; Elite Tax Consultants
<iiiconsultantscanada@gmail.com>; Adam Flomen <Adam.Flomen@ecapital.com>

Hello Farhan / Omer,

I would request you to please provide the below mentioned details so we can move ahead in the process, I am copying Adam Flomen, who is our senior underwriter on this mail, Adam is working on the file and will look forward to receiving the details from your end.

1. FYE 12/31/2021 Financial Statements
2. 9/30/2022 Financial Statements to compare to the current year to date we have:
3. Aged AR listing by customer (same format we have) as of today.
4. Aged AP listing by vendor as of today
5. Screenshot of LOC balance as of today
6. Screenshots of their CRA accounts for Corporate Taxes, HST, and Payroll deductions.
7. Pls ask the three owners for resumes/C.V.s do we have personal net worth statements on all of them yet?
8. Customer address list (for back up) with legal names, addresses, emails and payment terms.
9. Pls advise the number of trucks and trailers they run and the number of company drivers and owner operators
10. On the Sept 30 balance sheet their number for prepaids is very high and it jumped. Pls ask them what this account represents.
11. Can we get a list of their leased equipment ie make model year, vin # and who the lessor is.
12. Copy of their insurance binder coverages.
13. When were they a client ie when did they come on, when did they leave?

Also, As Discussed yesterday, please confirm in RBC is ready to setup the blocked account, if not we will have to initiate the process of setting up the account with Bank of Nova Scotia and your customers will have to be notified of the change in payment instructions.

Look forward to receiving the info from your end.

Regards,

HarshSolanki

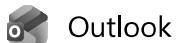
Business Development Officer

o 705-418-1471 | t 800-705-1500 ext.4371 |

e Harsh.Solanki@ecapital.com



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Re: 1% FLAT FEE FOR FACTORING! - SMART FLEET FUNDING

From Smart Fleet Funding Sales <sales@smartfleetfunding.com>

Date Tue 2024-11-12 1:10 PM

To farhanbutt93@hotmail.com <farhanbutt93@hotmail.com>; Accounts Overland East <accounts@overlandeast.ca>; Dispatch Overland East <dispatch@overlandeast.ca>

Cc Underwriting <underwriting@smartfleetfunding.com>

Dear Farhan and Omer,

I hope this message finds you well. I want to thank you again for considering Smart Fleet Funding as your financial partner for your operations. We understand the importance of this decision and that reviewing different offers is a crucial part of the process, hence, I would like to reiterate our commitment to providing you with the most favorable conditions.

If you have received an offer that you find more attractive than ours, I invite you to share specific details so we can review it and, improve our proposal to meet your expectations.

As the Sales Director, my goal is to ensure that our offer is not only competitive but also the best fit to meet your needs and support the growth of your company.

Please let me know when can I call you guys to confirm whether you have made a decision or if we can adjust our offer to align with your requirements.

Your time and trust are highly valued, and we would be honored to be your chosen partner.

Best regards,

Nicolas Luna
Sales Director
Smart Fleet Funding
(830) 209-7589 ext. 2721
<https://smartfleetfunding.com/en-US>

**Sales Team**

sales@smartfleetfunding.com

Phone: (888) 875-5506



On November 8, 2024 at 11:28 AM GMT-5 sales@smartfleetfunding.com wrote:

Good morning, Farhan and Omer.

I called a few minutes ago to your office but they told me you guys won't be there today. It is my understanding you guys were shopping around by getting some other quotations from different factoring companies and you would come with an answer to our proposal today.

We highly appreciate a response in this as our whole team is waiting to assist with your account in the event you decide to work with us. Even if you decide not to continue, a response will be highly appreciated.

Here's my phone#: (830) 209-7589 ext. 2721.

Regards,



Sales Team

sales@smartfleetfunding.com

Phone: (888) 875-5506



On November 6, 2024 at 1:12 PM GMT-5 sales@smartfleetfunding.com wrote:

Hi Farhan and Omer,

Hope you guys are doing all right. We are writing to inform you about our fuel program. We have been so focused on the buyout that we overlooked the most important benefit: FUEL.

Included and at no additional cost, you will have access to one of the top fuel programs in the industry, in this service we guarantee significant savings on fuel and even access to a credit line with funding per truck for fuel.

Also, we are about to execute another buyout with RBC, we agreed with them to wait until this Friday as Omer mentioned you guys will have a final answer by then so we can perform both buyouts.

Just as an fyi, usually a buyout from the bank takes 3 weeks or even a month, while with us, it takes only 7 business days as we have experience enough with it.

We look forward to your prompt response.

Regards,



Sales Team

sales@smartfleetfunding.com

Phone: (888) 875-5506



On November 5, 2024 at 3:11 PM GMT-5 sales@smartfleetfunding.com wrote:

Hi Farhan and Omer,

As I mentioned over the phone to Omer, we've decided to give you our 1% flat fee for the whole year! Also, please keep what I have mention before about buying out the line of credit, this is the first step for whichever factoring company to work with you, hence, it is mandatory.

Some of the other perks and features of working with us are:

1. Experience with RBC buyouts.
2. NO CREDIT LIMITS with Traffix.
3. Traffix loads assignment improvement.

We appreciate the time you guys have taken to consider us as potential partners, whatever is needed, let us know.

We will wait for your final response by Friday, even if its a no, it will be highly appreciated.

Regards,



Sales Team

sales@smartfleetfunding.com

Phone: (888) 875-5506



On November 4, 2024 at 1:53 PM GMT-5 sales@smartfleetfunding.com wrote:

Hi Farhan and team,

Hope this email finds you well!

As per our phone conversation back on Friday, we'll wait for your final answer today. Considering the fact this is an important decision for you and your management to take together, we have decided to extend the 1% promo fee for you, guys, now, **you will get it secured for the first 3 months as discussed before but at anytime you guys decide to start.** Also, understanding the volume and size of your operation, **after the first 3 months at 1%, the new fee will be 1.15%**, instead of the initial 1.25% offered.

Call me at your earliest convenience to let us know what you guys have decided or if you have further questions or concerns. Here's my phone#: (830) 209-7589 ext. 2721.

Regards,

**Sales Team**sales@smartfleetfunding.com

Phone: (888) 875-5506



On November 1, 2024 at 10:17 AM GMT-5 sales@smartfleetfunding.com wrote:

Good morning Farhan and Omar!

Hope this email find you well.

I wanted to take a moment to share with you a **draft** of how the agreement will look like. We all understand you guys need to consider this carefully and **we appreciate the fact you guys considering us to stablish a long-term and successful partnership**, hence, we have decided to extend the 1% promo fee for you, guys, now, **you will get it secured for the first 3 months as discussed before but at anytime you guys decide to start.**

Call me at your earliest convenience to let us know what you guys have decided or if you have further questions or concerns. Here's my phone#: (830) 209-7589 ext. 2721.

Regards,

**Sales Team**sales@smartfleetfunding.com

Phone: (888) 875-5506



On October 30, 2024 at 4:17 PM GMT-5 sales@smartfleetfunding.com wrote:

Hi team,

Thank you so much for the requested Aging report. We really appreciate it.

Farhan, if you get the chance, please call me today or tomorrow morning at your earliest convenience, I have spoke with our Underwriting and Credit department and I have excellent news for you.

Here's my phone#: (830) 209-7589 ext. 2721.

Regards,



Sales Team

sales@smartfleetfunding.com

Phone: (888) 875-5506



On October 30, 2024 at 2:49 PM GMT-5 accounts@overlandeast.ca wrote:

Hello

Please find attached AR ageing report

Thanks & Regards



From: Smart Fleet Funding Sales <sales@smartfleetfunding.com>

Sent: Tuesday, October 29, 2024 2:05 PM

To: Accounts Overland East <accounts@overlandeast.ca>; farhanbutt93@hotmail.com; Underwriting <underwriting@smartfleetfunding.com>

Subject: Re: 1% FLAT FEE FOR FACTORING! - SMART FLEET FUNDING

Hi Accounting team!

As spoke with Omar over the phone, kindly send us your latest aging report.

Regards,

Image removed by sender.

SFF%20Logo.png

Sales Team

sales@smartfleetfunding.com

Phone: (888) 875-5506

Image removed by sender. SFF%20Facebook.png

Image removed by sender. SFF%20Instagram.png

Image removed by sender. SFF%20LinkedIn.png

Image removed by sender. SFF%20Youtube.png

Image removed by sender. Sent from Front

On October 29, 2024 at 11:27 AM GMT-5 underwriting@smartfleetfunding.com wrote:

Good afternoon team,

We are reaching out regarding the recent PPSA search result, which have identified existing registrations impacting the account receivables as collateral. Below, we have outlined the findings and two possible steps forward to secure Smart Fleet Funding's interest in your account receivables.

Findings:

- 1. Royal Bank of Canada (RBC) -** Three active registrations indicate that the account receivables are pledged as collateral.

◦ **Registration Numbers:** 781545123, 779903397, 779798682

- 2. PNC Vendor Finance Corporation Canada -** Two active registrations list collateral descriptions that cover both the vehicles and the account receivables.

Status	Reg #	Type	Year	Make and Model	Serial #
Active	20210325	Motor Vehicle	2022	CIMC COOL GLOBE CR8000B 53 FT	2SHSR5325NS000019
Active	20210630	Motor Vehicle	2022	CIMC COOL GLOBE CR8000B 53 FT	2SHSR5326NS000126

Next Steps:

In light of the above, there are **two options available to proceed:**


1. **Request Subordination from RBC:** We can request subordination from RBC to authorize Smart Fleet Funding to maintain control over the account receivables specifically. This approach allows us to avoid interference with other secured interest.
2. **Full Credit Line Payoff to RBC:** Alternatively, we can assess the feasibility of paying off the credit line with RBC, allowing Smart Fleet Funding to assume full control over the account receivables. To proceed with this option, we would need a detailed statement showing the total amount owed. This information will enable us to begin the necessary credit risk assessment.

Due to the PNC Vendor Finance Corporation Canada registrations, we will also need to request subordination specifically related to the account receivables, even though their collateral description includes two vehicles.

Please find attached the detailed PPSA search results, which outline the relevant registrations and information described above.

If you have any questions or need further clarification on these options, don't hesitate to reach out. We are here to support you throughout this process.

Best regards,


 Image removed by sender.


SFF%20Logo.png


Underwriting Team


underwriting@smartfleetfunding.com

Phone: (888) 875-5506

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On October 28, 2024 at 10:33 AM GMT-5 sales@smartfleetfunding.com wrote:

Hi guys,

Thank you so much for this! After reviewing the application form, based on the percentage of ownership, could you please clarify who many owners are?

Also, kindly attach the ID's of them as underwriting has requested it.

Regards,


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Sales Team


sales@smartfleetfunding.com

Phone: (888) 875-5506

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On October 28, 2024 at 9:21 AM GMT-5 accounts@overlandeast.ca wrote:

Hello

Please find attached application form as requested

Thanks & Regards



From: Smart Fleet Funding Sales <sales@smartfleetfunding.com>
Sent: Monday, October 28, 2024 10:18 AM
To: Accounts Overland East <accounts@overlandeast.ca>; farhanbutt93@hotmail.com
Subject: Re: 1% FLAT FEE FOR FACTORING! - SMART FLEET FUNDING

Good morning, team.
Thank you so much for the requested paperwork. Our underwriting team is currently working on it to get your application done as soon as possible.
We're just missing the application form. Find it attached in case you missed it.
Regards,



Sales Team
sales@smartfleetfunding.com

Phone: (888) 875-5506



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On October 25, 2024 at 3:41 PM GMT-5 accounts@overlandeast.ca wrote:

Hello

Please find attached documents

Also we can receive funds in both CAD and USD so I am attaching void cheque for both account

Please let me know if you need anything else

Thanks & Regards



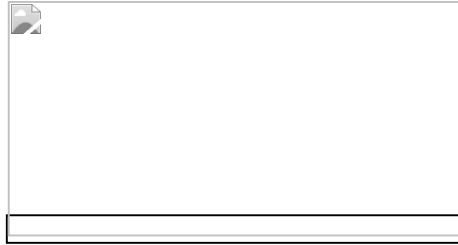
From: Smart Fleet Funding Sales <sales@smartfleetfunding.com>
Sent: Thursday, October 24, 2024 4:05 PM
To: farhanbutt93@hotmail.com; Accounts Overland East <accounts@overlandeast.ca>
Subject: Re: 1% FLAT FEE FOR FACTORING! - SMART FLEET FUNDING

Hi Farhan,

In case you're interested, attached you will find our application form, simply start by filling it up.

Remember: It is free to apply!

Regards,




Sales Team

sales@smartfleetfunding.com


Phone: (888) 875-5506



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On October 24, 2024 at 11:17 AM GMT-5 sales@smartfleetfunding.com wrote:



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Unlock a New World of Opportunities

By applying joining us, you can secure a rate of **1.00%** and take advantage of our full factoring service. This is a limited time opportunity to increase your cash flow while keeping your costs down, and it's available exclusively for you:

Same-day funding for all your customers.

FLAT 1% FEE GRANTED.

Free Collection services.

Free assistance by an specialized Account Executive.

[More Information](#)

Find the Top Freight Brokers




Discover the top freight brokers in the industry and maximize their opportunities with our full factoring service. Ensure your loads are handled with efficiency and punctuality, supported by our financial backing.


[Apply](#)


Contact us!!!


Have questions or want to learn more? Give us a call today, and let's discuss for more information.

[Call now](#)

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www.smartfleetfunding.com

Sent to: nluna@smartfleetfunding.com

[Unsubscribe](#)

Smart Fleet Funding, 2098 Constance Dr, OAKVILLE, ONTARIO L6J5X6, Canada


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[SFF%20Logo.png](#)


Sales Team


sales@smartfleetfunding.com

Phone: (888) 875-5506

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 [Image removed by sender. SFF%20LinkedIn.png](#)

 [Image removed by sender. SFF%20Youtube.png](#)



Outlook

RE: email inquiry: Omer Chaudhary of "Over Land East Transportation" asking about FACTORING SERVICES

From Karim Habib <KHabib@accordfinancial.com>

Date Tue 2025-05-13 7:19 PM

To Dispatch Overland East <dispatch@overlandeast.ca>

 1 attachment (261 KB)

Client Application.ENG.pdf;

Hello Omer,

Thank you for your recent inquiry about AR Factoring with Accord Financial.

We will consider financing eligible AR invoices up to 85% advance under 90 days accounts.

As background information, our focus at Accord Financial is assisting small and medium size companies in Canada and the USA with ABL financing (AR & Inventory financing) or AR Factoring Facilities for companies requiring crediting facilities ranging from \$500,000 to \$10 million (sweet spot is credit facilities between \$2 million and \$8 million). Credit facility and working capital availability is supported by eligible AR & inventory (no progress billing, no milestone billing, no holdback financing, no real estate financing and no cash flow financing) and credit facility is not restricted by any financial covenants (except TNW).

Omer, I look forward to connecting with you. Please call or email me if you have any questions. Please see attached our standard credit application.

Karim Habib

 Accord Financial

Managing Director, Business Development

Ontario and Western Canada

 [Accord Financial](#) | [Financière Accord](#)

[40 Eglinton Ave E Suite 602](#)

[Toronto, ON M4P 3A2, Canada](#)


 Accord Financial

C [+1 647-825-8001](#)

Karim Habib

Managing Director, Business Development

Ontario and Western Canada

 Accord_logo_english_horizontal_rgb (1).jpg

[40 Eglinton Ave E Suite 602](#)

[Toronto, ON M4P 3A2, Canada](#)

C [+1 647-825-8001](#)

O [+1 +16472500772](#)

From: Dispatch Overland East <dispatch@overlandeast.ca>

Sent: Tuesday, May 13, 2025 11:50 AM

To: Financing Canada <financingcanada@accordfinancial.com>

Subject: Factoring Services

Good Day

Can you please explain about your Invoice Factoring Services program

Thanks



OVER LAND
EAST TRANSPORTATION

OMER CHAUDHARY
Operational Manager

📞 905-516-3003 EXT 101

✉️ dispatch@overlandeast.ca

🌐 www.overlandeast.ca

📍 16 Hyatt Dr Brampton,
ON L6X 3W7

Certified Transportation



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This is **Exhibit “B”** referred to in the Affidavit of SANA PERVAIZ sworn before me via videoconference from the City of Brampton, in the Province of Ontario, in the Country of Canada, to the City of Toronto, in the Province of Ontario, in the Country of Canada on the 28th day of January 2026 in accordance with O. Reg 431/20.

Guramrit Lamba

Guramrit Singh Lamba

LSO No.: 81190D

**NOTICE OF VOLUNTARY
SURRENDER BY LESSEE****Daimler Truck Financial**

November 20, 2025

10337200 Canada Inc.
16 Hyatt Drive
Brampton, ON L6X 3W7

To: Daimler Truck Financial Services Canada Corporation (“DTF”)

The undersigned has defaulted under various terms and conditions of the Motor Vehicle Lease Agreement (Lease) dated 04/08/2021. Not being able or willing to remedy the said default, the undersigned hereby voluntarily returns to you the following described collateral:

ACCOUNT NUMBER 5001895024001	YEAR 2022	MAKE Freightliner	MODEL PT126SLP	VIN 3AKJHHDR1NSMW6432
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None of your rights under the Lease including, without limitation, your rights to dispose of the collateral and to sue for the deficiency, if any, are in any way impaired by DTF, consenting to the return of this vehicle to you.

Where permitted by law, the undersigned hereby consents to the immediate disposition of the collateral by DTF.

10337200 Canada Inc.

Date

This is **Exhibit “C”** referred to in the Affidavit of SANA PERVAIZ sworn before me via videoconference from the City of Brampton, in the Province of Ontario, in the Country of Canada, to the City of Toronto, in the Province of Ontario, in the Country of Canada on the 28th day of January 2026 in accordance with O. Reg 431/20.

Guramrit Lamba

Guramrit Singh Lamba

LSO No.: 81190D



BDCID: 10039554885

Letter of Offer dated October 10, 2024

10337200 Canada Inc.

18 Strathearn Ave
Unit 1C
Brampton, ON
L6T 4X7

Attention of: Mr. Farhan Butt

Re: Loan(s) No. 289730-01

In accordance with this letter of offer of credit as amended from time to time (the “**Letter of Offer**”), Business Development Bank of Canada (“**BDC**”) is pleased to offer you the following loan(s) (hereinafter individually or collectively referred to as the “**Loan**”). The Letter of Offer is open for acceptance until October 18, 2024 (the “**Acceptance Date**”) and must be received by BDC duly signed no later than the Acceptance Date otherwise it shall automatically be deemed withdrawn by BDC.

LOAN PURPOSE AND FUNDING

Loan Purpose

Liquidity for growth	\$300,000.00
	<hr/>
	\$300,000.00

Funding

BDC 289730-01	\$300,000.00
	<hr/>
	\$300,000.00

No change to the Loan Purpose or Funding may be made without BDC’s prior written consent. The proceeds of the Loan may only be used for the Loan Purpose.

DEFINITIONS

In the Letter of Offer, capitalized terms have the meanings described in Schedule “A” – Section I or are defined elsewhere in the text of the Letter of Offer.

LENDER

BDC

BORROWER

10337200 Canada Inc. (the “**Borrower**”)

GUARANTOR

Farhan Zafar Butt

Sana Pervaiz

Aslim Hussain

(Hereinafter individually or collectively referred to as the “**Guarantor**”). The terms of each guarantee are set forth in the Security section below.

LOAN AMOUNT

Loan 289730-01: \$300,000.00

INTEREST RATE

The Loan and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the following rate:

Loan 289730-01

Floating Rate

BDC's Floating Base Rate plus a variance of 6.00% per year (the “**Variance 01**”). On the date hereof, BDC's Floating Base Rate is 8.55% per year.

INTEREST CALCULATION

Interest shall be calculated monthly on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, Default and judgement.

Arrears of interest or principal and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the rate applicable to the Loan and shall be calculated and compounded monthly.

REPAYMENT

Principal of the Loan is repayable according to the following table. The balance of the Loan in principal and interest and all other amounts owing pursuant to the Loan Documents shall become due and payable in full on the Maturity Date indicated below.

Loan 289730-01**Regular**

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
1	Once	4,640.00	15/04/2025	15/04/2025
71	Monthly	4,160.00	15/05/2025	15/03/2031

In addition, interest is payable monthly on the 15th day of the month (the **"Payment Date 01"**) commencing on the next occurring Payment Date 01 following the first advance on the Loan.

Maturity Date: March 15, 2031 (the **"Maturity Date 01"**).

PREPAYMENT

Annual Prepayment Privilege: Provided that the Borrower is not in default of any of its obligations to BDC, the Borrower may, once in any 12 month period, prepay up to 15% of the outstanding principal on any Loan without indemnity. The first prepayment can be made at any time more than one year after October 9, 2024. The prepayment privilege is not cumulative and each prepayment on an individual Loan must be at least 12 months subsequent to the last prepayment on that same loan. The prepayment privilege is not transferable from one individual Loan to another and is not applicable if any Loan is being repaid in full. If the loan is prepaid in full within 30 days following receipt of the amount paid as a prepayment privilege, BDC will calculate a prepayment indemnity, effective the day the full balance is repaid, on the amount of the last received prepayment privilege and add it to the prepayment indemnity calculated on the full remaining balance being repaid.

Prepayment Indemnity: In addition to the annual prepayment privilege, the Borrower may prepay at any time all or part of the principal provided that the Borrower pays the interest owing up to the time of the prepayment together with an indemnity equal to:

If the interest rate on the Loan is a floating rate:

- three months further interest on the principal prepaid at the floating interest rate then applicable to the Loan.

If the interest rate on the Loan is a fixed rate:

- the sum of (a) three months further interest on the principal prepaid at the fixed interest rate then applicable to the Loan; and (b) the Interest Differential Charge.

Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

SECURITY

The Loan, interest on the Loan and all other amounts owing pursuant to the Loan Documents shall be secured by the following (the “**Security**”):

Loan 289730-01

1. Joint and Several Guarantee of Farhan Zafar Butt, Sana Pervaiz and Aslim Hussain for the full amount of the Loan. The guarantors agree that they are directly responsible for the payment of the cancellation, standby and legal fees.

DISBURSEMENT

The Loan funds shall be disbursed as follows:

Loan 289730-01

1. This Loan will only be disbursed once all Conditions Precedent have been met.

Invoices evidencing working capital improvements expenditures are not required.

Unless otherwise indicated above, funds for each Loan account number shall be disbursed to BDC's solicitor or notary mandated by BDC for security taking for the Loan.

CONDITIONS PRECEDENT

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the satisfaction of BDC:

1. Receipt of the Security in form and substance satisfactory to BDC registered as required to perfect and maintain the validity and rank of the security, and such certificates, authorizations, resolutions and legal opinions as BDC may reasonably require.
2. Satisfactory review of all financial information relating to each Loan Party and its business as BDC may reasonably require.
3. No Default or Event of Default shall have occurred.
4. No Material Adverse Change shall have occurred.
5. Provision of documents evidencing expenditures under the Loan Purpose, if applicable.
6. Satisfaction of all applicable disbursement conditions contained in the Disbursement section of this Letter of Offer.

LAPSING DATE

Loan 289730-01

Lapsing Date: October 9, 2025 (the “**Lapsing Date 01**”).

Any undisbursed portion of a Loan shall lapse and be cancelled on the occurrence of the earliest of the following events:

- a) on the applicable Lapsing Date indicated above; or

- b) on the date the Borrower notifies BDC of its intention to cancel the Loan; or
- c) on the date BDC issues a notice to the Borrower that an Event of Default has occurred and that BDC has terminated its obligation to make any further advances under the Loan.

Each of the above is hereby considered a “Lapsing Event” and shall be subject to Cancellation Fees as provided for in this Letter of Offer.

UNDERLYING CONDITIONS

The following conditions shall apply throughout the term of the Loan:

1. Notwithstanding the Annual Prepayment Privilege paragraph of this Letter of Offer, provided that the Borrower is not in default of any of its obligations to BDC, the Borrower may, once in any 12 months period, prepay up to 25% of the outstanding principal on the Loan without indemnity. All other terms and conditions of the Annual Prepayment Privilege paragraph and the Prepayment section shall continue to apply.

REPRESENTATIONS AND WARRANTIES

The Loan Parties make the representations and warranties in Schedule “A” – Section II. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Loan Parties pursuant to the Loan Documents.

COVENANTS

Each Loan Party shall perform the covenants in Schedule “A” – Section III. These covenants shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Loan Parties pursuant to the Loan Documents.

REPORTING OBLIGATIONS

The Borrower shall provide to BDC the following financial statements and other documents:

Company	Type	Frequency	Period Ending
10337200 Canada Inc.	Compilation Engagement prepared by a CPA	Annual	December

The above annual financial statements and other documents indicated as required annually shall be provided to BDC within 90 days following the applicable Period Ending.

If financial statements or other documents are required more frequently than on an annual basis, same shall be provided to BDC within 30 days following each applicable Frequency.

In addition, the Borrower shall provide any other financial and operating statements and reports as and when BDC may reasonably require.

The Loan Parties also agree that the Reporting Obligations above shall apply to all other existing BDC loans to the same Borrower, if any, and the letter(s) of offer for such existing loans are deemed

amended accordingly. Furthermore, such amended Reporting Obligations shall continue to be effective in respect of said existing letters of offer notwithstanding that this Letter of Offer may be reimbursed or cancelled.

EVENTS OF DEFAULT

The occurrence of any of the events listed in Schedule “A” – Section IV constitutes an event of default under the Letter of Offer (each an “**Event of Default**”). If an Event of Default occurs, any obligation of BDC to make any advance, shall, at BDC’s option, terminate and BDC may, at its option, demand immediate payment of the Loan and enforce any Security. Notwithstanding any other provision of this Letter of Offer or any other Loan Document, the parties hereto agree that the time limited for commencement of any action to enforce the obligations of the Borrowers and Guarantors, including the enforcement of any Security, shall not commence until BDC has issued a written demand for full payment of the Loan.

The exercise by BDC of any of its rights shall not preclude it from exercising any other rights resulting from this Letter of Offer or Loan Documents, as BDC’s rights are cumulative and not alternative. No action or omission on the part of BDC shall constitute or imply a renunciation of its rights to determine that a Default or Event of Default has occurred or to avail itself of its rights resulting therefrom.

FEES

Cancellation Fee

If the Loan is not fully disbursed due to a Lapsing Event, regardless of the reason for the Lapsing Event, the Loan Parties shall pay BDC a cancellation fee in proportion to the percentage of the Loan that is cancelled, based on the amount below being the fee if 100% of the Loan is cancelled. No cancellation fee will be payable if less than 50% of the Loan is cancelled. If the Loan includes funds to refinance an existing BDC Loan, those funds shall be excluded from the calculation of the percentage of the Loan that is cancelled.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDC’s damages should the Loan be cancelled or allowed to lapse in whole or in part.

Loan 289730-01

Cancellation Fee: \$9,000.00 (the “**Cancellation Fee 01**”).

Standby Fee

The Loan Parties shall pay BDC a non-refundable standby fee calculated at a rate as indicated below on the portion of the Loan which has not been advanced or cancelled. This fee shall be calculated daily and be payable in arrears commencing on the date indicated below and on each Payment Date thereafter.

Loan 289730-01

Rate: 3.00% per annum
Date: April 9, 2025

Legal Fees and Other Expenses

The Loan Parties shall pay, on demand, all legal fees and expenses and other out-of-pocket costs of BDC, incurred in connection with the Loan and the Loan Documents, whether or not any documentation is entered into or any advance is made to the Borrower. All legal and other out-of-pocket expenses of BDC in connection with any amendment or waiver related to the Loan and the Loan documents shall also be for the account of the Loan Parties.

All costs, fees, expenses and protective disbursements incurred for the enforcement of the Loan and the Loan Documents are payable by the Loan Parties, including the full amount of all legal and professional fees and expenses paid by BDC at the rate at which those amounts are billed to BDC.

Loan Management Fee

The Loan Parties shall pay BDC an annual management fee as indicated below. This management fee is payable annually on the Payment Date immediately following each anniversary of the first advance of the specific Loan account number. This fee is non-refundable and is subject to change at BDC's sole discretion, acting reasonably, effective upon the Borrower's receipt of written notification from BDC, to cover additional costs or fees incurred in the management of the Loan, including, but not limited to, resulting from the Borrower's failure to remit financial statements or other documents as required under the Letter of Offer.

Loan 289730-01

\$350.00 per year (the "**Management Fee 01**").

Transaction Fees

The Borrower shall pay BDC loan amendment and Security processing fees charged for the administrative handling of the Loan.

CONFLICTS

The Loan Documents constitute the entire agreement between BDC and the Loan Parties. To the extent that any provision of the Letter of Offer is inconsistent with or in conflict with the provisions of the other Loan Documents, such provision of the Letter of Offer shall govern.

INDEMNITY

The Borrower shall indemnify and hold BDC harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDC by reason of or relating directly or indirectly to the Loan Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDC.

GOVERNING LAW

This Letter of Offer shall be governed by and construed in accordance with the laws of the jurisdiction in which the Business Centre of BDC is located as shown on the first page of this Letter of Offer.

SUCCESSORS AND ASSIGNS

The Letter of Offer shall extend to and be binding on each Loan Party and BDC and their respective permitted successors and assigns. BDC, in its sole discretion, may assign, sell or grant participation in (a “**transfer**”) all or any part of its rights and obligations under the Loan or the Loan Documents to any third party, and the Loan Parties agree to sign any documents and take any actions that BDC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under the Loan Documents as if it were a party to them, with respect to all rights and obligations included in the transfer and BDC will be released to the extent of any interest under the Loan or Loan Documents it assigns. BDC may disclose information it has in connection with the Borrower or any Loan Party to any actual or prospective transferee. No Loan Party shall have the right to assign any of its rights or obligations under or pursuant to the Loan Documents without BDC’s prior written consent.

ACCEPTANCE

The Letter of Offer and any modification of it may be signed and accepted by an original ink signature or by electronic signature as permitted by BDC, and may be delivered on paper, fax, or in an electronic format (PDF) through BDC’s electronic client portal, or any other electronic means of communication acceptable to BDC. It may also be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

SCHEDULE

The Letter of Offer includes Schedule “A” which contains Definitions, Representations and Warranties, Covenants, Events of Default and General Terms and Conditions. Schedule “A” has been inserted after the signature page and forms an integral part of the Letter of Offer.

LANGUAGE CLAUSE

The parties hereby confirm their express wish that the Letter of Offer and all related documents be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente lettre d’offre ainsi que tous les documents qui s’y rattachent soient rédigés en langue anglaise.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with one of the undersigned.

Adelina Carrera

Adelina Carrera
Client Support Coordinator
Phone: (905) 450-7608
Fax: (905) 450-7514
adelina.carrera@bdc.ca

Sumit Sukhija


Sumit Sukhija
Senior Account Manager
Phone: (905) 264-0533
Fax: (905) 264-2122
Sumit.SUKHIJA@bdc.ca

ACCEPTANCE

Each Loan Party hereby accepts the terms and conditions set forth above and in the attached Schedule "A".

This _____ day of _____ 20____.


10337200 Canada Inc.

 E-SIGNED by Farhan Butt
on 2024-10-10


_____, Authorized Signing Officer

Name:


GUARANTOR(S)

 E-SIGNED by Farhan Butt
on 2024-10-10

Farhan Zafar Butt

 E-SIGNED by Sana Pervaiz
on 2024-10-10

Sana Pervaiz

 E-SIGNED by Aslim Hussain
on 2024-10-10

Aslim Hussain

October 10, 2024

SECTION I - DEFINITIONS

A. General Definitions:

"BDC's Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its base rate and, as the case may be, subject to a discount for the duration, applicable to each of BDC's fixed interest rate plans then in effect for determining the fixed interest rates on Canadian dollar loans.

"BDC's Floating Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's Floating Base Rate.

"BDC's US Dollar Floating Base Rate" – means the 1-month US Dollar floating base rate set the last business day of each month for the following month for determining the floating interest rates on US Dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's US Dollar Floating Base Rate. BDC's US Dollar Floating Base Rate for the period from the date of the first advance on the Loan to the first business day of the following month will be the 1-month US Dollar floating base rate as established by BDC on the first business day of the month in which the funds are disbursed. Thereafter, the 1-month US Dollar Floating Base Rate may vary on the first business day of each month.

"Change of Control" – means any operation or series of transactions pursuant to which the Control of a Person is transferred from one Person to another or required by a Person, or any binding undertaking to proceed with any such operations.

"Control" – means the power to, directly or indirectly, acting alone or together with other Persons, direct or cause the direction of the management, business, affairs or policies of a Loan Party, whether through ownership of partnership interests, trust interests, or voting securities, by contract or otherwise, including, but without limiting the generality of the foregoing, in the case of a corporation, a Person is deemed to control a corporation if such Person (or such Person and its affiliates) holds, directly or indirectly, more than fifty per cent (50%) of the voting rights of the corporation. For the purposes of this definition, indirect control will include, without limitation, control that is exercised by one Person over another, through an intermediary that is controlled by the first.

"Corresponding Fixed Interest Rate Plan" – means, at any time in respect of a prepayment, the fixed interest rate plan then being offered by BDC to its clients equal to the number of years, rounded to the nearest year (minimum of one year), from the date such prepayment is received to the next scheduled Interest Adjustment Date (or the Maturity Date if earlier).

"Default" – means an Event of Default or any condition that, with the giving of notice, the passage of time or otherwise, is susceptible of being an Event of Default.

"Equity Interests" – means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated) of such Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, which carry the right to vote on the election of directors or individuals exercising similar functions in respect of such Person and/or which entitle their holder to participate in the profits of such Person.

"Interest Adjustment Date" – means, in respect of any fixed interest rate plan, the day after the Interest Expiration Date of such fixed interest rate plan.

"Interest Differential Charge" – means, in respect of the prepayment of the Loan for any portion of the Loan on a fixed interest rate plan or the selection by the Borrower of a new interest rate plan prior to the Interest Expiration Date, if, on the date of the prepayment or the selection of the new plan, as applicable, the BDC's Base Rate for the Corresponding Fixed Interest Rate Plan is lower than the BDC's Base Rate in effect when the Borrower entered or renewed the fixed interest rate plan, whichever is most recent, the amount calculated as follows:

- (i) the difference between the two rates;
- (ii) such interest differential is multiplied by the principal that would have been outstanding at each future Payment Date until the next Interest Adjustment Date (or the maturity of the principal if earlier);
- (iii) the Interest Differential Charge is the present value of those monthly amounts calculated using BDC's Base Rate for the Corresponding Fixed Interest Rate Plan as the discount rate. In the case of partial prepayment,

the Interest Differential Charge will be reduced in the same proportion as the amount prepaid bears to the principal outstanding on the Loan at the time prepayment is received. If the Loan is secured by a mortgage or a hypothec on real estate and the Loan is prepaid in full after 5 years from the date of the mortgage or hypothec, the Interest Differential Charge shall not be payable if the mortgage or hypothec is given by an individual and shall only be payable if permitted under the *Interest Act*.

"Interest Expiration Date" – means the date on which a fixed interest rate plan expires.

"Loan" – shall have the meaning indicated in the Letter of Offer, or, as the context may require, at any time the unpaid principal balance of the Loan.

"Loan Documents" – means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Loan Party" – means either the Borrower or the Guarantor and "Loan Parties" means collectively each of the Borrower and the Guarantor.

"Material Adverse Change" – means:

- (i) a material adverse change in, or a material adverse effect upon, the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects, of any Loan Party, or any Person who Controls a Loan Party;
- (ii) a material impairment of the ability of any Loan Party to perform any of their obligations under any Loan Document; or
- (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDC or upon the legality, validity, binding effect, rank or enforceability of any Loan Document.

"Person" – includes any natural person, corporation, company, limited liability company, trust, joint venture, association, partnership, limited partnership, governmental authority or other entity, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative and any other form of organization or entity whatsoever.

"Public Issuer" – means any Loan Party whose Equity Interests are listed or posted for trading on the Toronto Stock Exchange or the TSX Venture Exchange or any other stock exchange or over-the-counter market acceptable to BDC.

"Public Issuer Notice" – means a written notice delivered by a Public Issuer to BDC as described in the Covenants section of this Schedule "A".

B. Financial Definitions – the following definitions apply if used in this Letter of Offer:

"Adjusted EBITDA" – means EBITDA adjusted by gains/losses on disposal of assets, other non-cash adjustments presented in the statement of cash flow and all extraordinary items presented as per GAAP financial measures.

"ASPE" – means accounting standards for private enterprises. ASPE are the Canadian generally accepted accounting principles (GAAP) approved by the Accounting Standards Board for private enterprises in Canada who have not elected to adopt IFRS.

"Available Funds" – means in respect of any Loan Party for any period of 12 months, the sum of the net profits before non-recurring or non-operating items that are not related to normal operations (as designated by the external accountant) plus depreciation and amortization; plus deferred income taxes; and minus dividends.

"Available Funds Coverage Ratio" – means the ratio of Available Funds over the Current Portion of Term Debt.

"Capital Expenditures" – means, with respect to any period of 12 consecutive months, all payments or accruals for any (i) property, plant and equipment, (ii) intangible assets and (iii) development costs that are required to be capitalized under GAAP.

"Current Portion of Term Debt or CPTD" – means the scheduled principal payments on Term Debt and lease payments on capital leases over the next 12-month period.

"Debt-to-capital ratio" – means the ratio of (A) the sum of (i) outstanding operating line of credit and (ii) Term Debt; by (B) the sum of (i) outstanding operating line of credit, (ii) Term Debt, and (iii) Tangible Equity.

"Distributions" – means, for any period of 12 consecutive months, the total of the following:

- (i) the payment or declaration of any dividend (or distribution in case of a partnership or trust);
 - (ii) the purchase, redemption or other acquisition or retirement of any capital stock (including the premium paid);
 - (iii) the change in subordinated loans or advances from the shareholders, partners, directors, or other related entities; and
 - (iv) the change in loans or advances to the shareholders, partners, directors, or other related entities.
- The sum of items (i), (ii), (iii) and (iv) cannot be negative.

"EBITDA" – means earnings before Interest Expenses, taxes, depreciation, and amortization.

"Fixed Charge Coverage Ratio or FCCR" – means the ratio of (A) Adjusted EBITDA for such period less (i) current income taxes during such period taken from the annual financial statements, (ii) Unfunded Capital Expenditures incurred during the applicable period, (iii) Distributions paid during such period; by (B) the sum of (i) CPTD and (ii) the Interest Expenses for such period.

"GAAP" – means Generally Accepted Accounting Principles, with respect to broad principles and conventions of general application as well as rules and procedures that determine accepted accounting practices at a particular time (including, without limitation, IFRS, ASPE, US GAAP, etc., as the case may be). Unless otherwise specifically provided herein, any accounting term used in this Letter of Offer shall have the meaning customarily given such term in accordance with GAAP and all financial computations hereunder shall be computed in accordance with GAAP consistently applied.

"IFRS" – means International Financial Reporting Standards. IFRS are the Canadian generally accepted accounting principles (GAAP) approved by the Accounting Standards Board for publicly accountable enterprises and other categories of reporting entities who are permitted, but not required, to apply this set of standards.

"Interest Expenses" – means financial expenses (i.e., bank charges as well as interest on short-term and long-term debt, on Subordinated Debt, and on capital leases) as reflected in the statement of earnings.

"Subordinated Debt" – means debt with or without a convertible feature and with or without a variable return that normally ranks behind that of the senior secured lenders. Depending on the structure, the instrument of return may include interest, fixed/variable bonuses, royalties, bonus equity, warrants, or dividends.

"Tangible Equity" – means the sum of the share capital (owners' capital for non-incorporated businesses); plus retained earnings (accumulated net income); plus contributed surplus; plus postponed loans or advances from the shareholders (owners) and related businesses; minus loans or advances to the shareholders (owners), directors, related or non-related entities; minus the book value of shares redeemable at the holder's option, or shares subject to a formal redemption agreement.

"Term Debt" – means the sum of the long-term debt, the Subordinated Debt, and the capital leases including the current portion to be paid over the next 12 months; plus the redemption amount of shares redeemable at the holder's option, or shares subject to a formal redemption agreement.

"Term Debt to Tangible Equity Ratio" – means the ratio of the Term Debt over the Tangible Equity.

"Total Debt/Adjusted EBITDA Ratio" – means the ratio of (A) the sum of (i) outstanding operating line of credit and (ii) Term Debt; by (B) Adjusted EBITDA.

"Unfunded Capital Expenditures" – means, with respect to any period of 12 consecutive months, the aggregate of all Capital Expenditures incurred less the sum of (i) net cash proceeds generated from the sales of tangible and intangible assets, (ii) issuance of net new Term Debt, and (iii) issuance of new equity.

"Working Capital" – means the total of current assets minus the total of current liabilities. Current assets includes, but is not limited to, the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities includes, but is not limited to, the following: bank advances, cheques in transit, accounts payable (trade and other) and the Current Portion of Term Debt.

"Working Capital Ratio" – means the ratio of the total current assets over the total current liabilities. Current assets includes, but is not limited to, the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities includes, but is not limited to, the following: bank advances, cheques in transit, accounts payable (trade and other) and the Current Portion of Term Debt.

SECTION II - REPRESENTATIONS AND WARRANTIES

Each Loan Party hereby represents and warrants to BDC that:

1. For any Loan Party other than an individual guarantor, it is a sole-proprietorship, partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.
2. The execution, delivery, and performance of its obligations under the Letter of Offer and the other Loan Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
3. It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
4. No Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
5. No Default or Event of Default exists.
6. All information provided by it to BDC is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDC fairly present its financial condition as of the date of such financial statements and the results of its operations for the period covered by such financial statements, all in accordance with GAAP.
7. There is no ongoing, pending or threatened claim, action, prosecution or proceeding of any kind before any court, tribunal, government board or agency including but not limited to non-compliance with environmental law or arising from the presence or release of any contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.
8. Neither the Loan Party, nor any Person who Controls the Loan Party, nor any officer, director or shareholder of a Loan Party, has been charged with, pled guilty to, or has been convicted of, a criminal offence (other than a conviction for which a Pardon has been granted or other than a criminal offence which has been disclosed in writing to BDC prior to issuing this Letter of Offer).
9. In respect of properties and assets charged to BDC, it has good and marketable title, free and clear of any encumbrances, except those encumbrances which BDC has accepted in writing.

The foregoing representations and warranties shall remain in force and true until the Loan is repaid in full.

SECTION III - COVENANTS

Each Loan Party shall:

1. Perform their obligations and covenants under the Loan Documents.
2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDC immediately of the occurrence of any Default under the Letter of Offer or any other Loan Documents.
4. Comply with all applicable laws and regulations.
5. Observe BDC's insurance requirements:
 - a. Keep all secured assets insured for physical damages and losses on an "All-Risks" basis, including Equipment Breakdown (or Boiler & Machinery) where applicable, for their full replacement value and cause all such insurance policies to name BDC as loss payee as its interests may appear. The policies shall also name BDC as mortgagee and include a standard mortgage clause in respect of buildings over which BDC holds Security;
 - b. Maintain adequate Marine and/or Aviation insurance for all secured Aircraft or Marine vessels;
 - c. If required as further Security, assign or hypothecate all insurance proceeds to BDC;
 - d. If requested by BDC, maintain adequate Commercial General Liability insurance, and/or Environmental Liability and Clean-Up insurance, including BDC as additional insured to protect it against any losses or claims arising from pollution or contamination incidents, or other risks associated with the Borrower's business, or any other type of insurance BDC may reasonably require;
 - e. Ensure that all insurance policies include a 30-days prior notice of cancellation clause in favour of BDC;
 - f. Provide certificates of insurance for all such policies; and
 - g. Maintain all insurance policies in effect to BDC's standards for the duration of the Loan.

6. Notify BDC immediately of any material loss or damage to their property.
7. Without limiting the generality of paragraph 4 above, in relation to their business operations, projects and all assets of any nature, operate in conformity with all environmental laws and regulations; make certain that their assets are and shall remain free of environmental damage; inform BDC immediately upon becoming aware of any environmental issue and promptly provide BDC with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDC to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDC is obligated to incur by reason of any statute, order or directive by a competent authority.
8. Promptly pay all government remittances, assessments and taxes and provide BDC with proof of payments as BDC may request from time to time. Specifically regarding real estate property or other taxes on lands mortgaged to BDC, if a Loan Party fails to pay any instalment of such taxes when due, BDC may, in its sole discretion, provide written notice to the Borrower requiring the Loan Parties to pay BDC monthly payments as calculated by BDC to establish a tax reserve account, and in such event, the Loan Parties hereby authorize BDC to collect monthly pre-authorized payments and to pay the relevant taxing authority as required. No further consent from the Loan Parties shall be required. Should there be insufficient funds to satisfy the taxes owing, the Loan Parties will pay the shortfall. BDC will not be responsible for funding the shortfall or any arrears, including interest and other charges. The Loan Parties shall either instruct the taxing authority to forward a copy of the tax notice to BDC or shall deliver a copy to BDC upon receipt. Funds in this reserve account will earn interest in accordance with BDC's policy then in effect and will be held by BDC as Security for the Loan. After Default, BDC will not have any ongoing responsibility to pay the taxes and any funds in the reserve account may be applied towards any amounts owing to BDC.
9. Promptly furnish to BDC such information, reports, certificates, and other documents concerning any Loan Party as BDC may reasonably request from time to time, including, but not limited to, information regarding the ownership and control of any Loan Party.
10. Not, without the prior written consent of BDC:
 - a. Change the nature of their business;
 - b. Change their jurisdiction of incorporation, formation or continuance, or the jurisdiction in which their chief place of business, chief executive office or registered office is located;
 - c. Amalgamate, merge, acquire or otherwise restructure their business, or create an affiliated company, or sell or otherwise transfer a substantial part of their business or any substantial part of their assets, or grant any operating license; or
 - d. Permit or allow any transaction, including but not limited to the sale, transfer, or issuance of an Equity Interest, that would result in a Person who is not a Loan Party acquiring:
 - (i) a direct Equity Interest in a Loan Party; or
 - (ii) an indirect Equity Interest in a Loan Party of 25% or more. For the purposes of this subparagraph (ii), an indirect Equity Interest means an Equity Interest held by a Person through one or more intermediaries.

This paragraph (d) shall not apply to the sale, transfer, or issuance of any Equity Interests in a Public Issuer.
11. When a Loan Party is Public Issuer:
 - a. deliver a notice to BDC for its review and approval, within 5 business days after any Person or group of Persons, acting jointly or in concert, directly or indirectly, acquire Equity Interests resulting in the ownership of 20% or more of the Equity Interests of such Public Issuer. This Public Issuer Notice shall contain the names and addresses of any Person or group of Persons that acquired such Equity Interests together with the details of the Equity Interests so acquired; and
 - b. repay the Loan in full, including accrued interest, costs and any other outstanding amounts, within 60 days from the date on which BDC notifies the Borrower in writing that BDC, in its sole discretion, is not satisfied with the issuance or transfer of Equity Interests identified in the notice required by paragraph (a) above.

Additional Covenants: Ineligible Activities

In addition to the above list of Covenants, no Loan Party shall engage in, or permit their respective shareholders, directors or officers to engage in, or permit their premises to be used by a tenant or other Person for, any activity which BDC, from time to time, deems ineligible, including without limitation any of the following ineligible activities:

- a. businesses that: 1) are engaged in or associated with illegal activities or fail to comply with applicable Canadian legislation that restricts dealings, including trade, between Canadians and governments or

- residents of countries that are proscribed by the Canadian government or illegally trade in proscribed goods; 2) violate applicable laws with respect to human rights, labour, the environment and anti-corruption; or 3) violate standards with respect to public health and safety or professional conduct, in each case as prescribed by applicable law or by a professional governing body;
- b. businesses that: 1) promote or incite violence, cruel behaviour or hatred; 2) organize, produce, advertise, sell or disseminate intense violent content (18+ or unrated content); 3) discriminate on any basis protected under the Canadian Human Rights Act; 4) participate in, support, engage or indirectly promote any form of human rights abuse; or 5) operate a business organizing or perpetrating violent or cruel behaviour; or
 - c. businesses that operate any form of sexually exploitive business or promote sexually explicit content, including, but not limited to, produce, advertise, sell or disseminate pornographic content or sexually explicit content (18+ or unrated content).

BDC's finding that there is an ineligible activity shall be final and binding between the parties and will not be subject to review. The prohibitions set out in this section shall also apply to any entity that directly or indirectly controls, is controlled by, or that is under the common control with, any Loan Party.

SECTION IV - EVENTS OF DEFAULT

1. Any Loan Party fails to pay any amount owing under or pursuant to the Loan Documents.
2. Any Loan Party fails to satisfy, comply with, or perform any covenant or other obligation under the Loan Documents.
3. Any Loan Party is in default under any other agreement with BDC or any third party for the granting of a loan or other financial assistance and such default remains unremedied or unwaived after any cure period provided in such other agreement.
4. Any representation or warranty made by any Loan Party herein or in any other Loan Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by or on behalf of any Loan Party to BDC in connection with the Loan is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. The occurrence of a Material Adverse Change.
7. Any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay its debts as they become due; or any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Loan Party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Loan Party or for a substantial part of the property of such Loan party; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party; or any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.
8. Any Loan Party ceases or threatens to cease to carry on all or a substantial part of its business.
9. The death of any individual Loan Party or any person that Controls any Loan Party.
10. The occurrence of a Change of Control of a Loan Party without BDC's written consent.
11. Any Loan Party, who is a Public Issuer, fails to deliver a Public Issuer Notice when required to do so, or fails to repay the Loan in full, including accrued interest, costs and any other outstanding amounts, within 60 days after receiving written notice that BDC is not satisfied with the Public Issuer Notice.
12. Any Loan Party, any Person who Controls a Loan Party, or any officer, director, or shareholder of a Loan Party, is in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
13. Any Loan Party, any Person who Controls a Loan Party, or any officer, director, or shareholder of a Loan Party, is in violation of trade and economic sanctions imposed by the Parliament of Canada.

SECTION V - GENERAL TERMS AND CONDITIONS

Each Loan Party agrees to the following additional provisions:

Other Available Interest Rate Plans

Upon acceptance of the Letter of Offer, the Borrower can select one of BDC's other available fixed or floating interest rate plans. If the selection is made before the Acceptance Date, there is no fee and the selected plan shall be based on BDC's Base Rate in effect on the Loan Authorization Date. If the selection is made after the initial Acceptance Date, there is a fee and an Interest Differential Charge may apply. The new rate shall become effective on the date on which the written request is received by BDC. However, in the event of a period of increased interest rate volatility, which will be determined by a fluctuation of greater than 0.5% during the same transaction day of the yield to maturity of the five-year Canada bond benchmark, BDC reserves the right to suspend the borrower's right to switch from a floating interest rate plan to a fixed interest rate plan.

Standby Fee Date Change When Switching From Floating to Fixed Rate Plans – Not applicable to Equipment Line Loans

If the Borrower selects a floating rate interest plan at the time the Letter of Offer is accepted and subsequently switches to a fixed interest rate plan, the Standby Fee applicable to the Loan shall become payable as follows:

- a. if the change is made within 2 months after the Loan Authorization Date, the Standby Fee shall become payable 2 months after the Loan Authorization Date; or
- b. if the change is made more than 2 months after the Loan Authorization Date, the Standby Fee shall become payable on the date the new fixed interest plan takes effect.

There will be no change to the Standby Fee payment schedule if the Borrower elects to switch from a fixed rate interest plan to a floating rate interest plan.

Interest Adjustment Date

Provided no Default has occurred and is continuing, prior to each Interest Adjustment Date, BDC shall advise the Borrower of BDC's Base Rates then in effect for the fixed interest rate plans available. Not later than on the current Interest Expiration Date, the Borrower shall select a new interest rate plan. If the Borrower selects a new fixed interest rate plan, effective on the Interest Adjustment Date, the interest rate for the Loan shall be BDC's Base Rate applicable to the fixed interest rate plan selected by the Borrower adjusted by the Variance which new rate shall be applicable until the next Interest Expiration Date. If the Loan is on a fixed interest rate plan with blended payments of principal and interest, the repayment schedule shall be adjusted on each Interest Adjustment Date. If the Borrower has not advised BDC in writing of its choice before an Interest Adjustment Date, the Loan shall automatically switch to BDC's floating interest rate plan on the Interest Adjustment Date with an interest rate being BDC's Floating Base Rate as adjusted by the Variance. Outstanding principal for blended payment loans shall then be divided in equal monthly instalments to be paid until Maturity Date.

In the event BDC should demand repayment of the Loan by reason of an Event of Default, any fixed interest rate applicable at the time of demand shall continue to apply to the Loan until full repayment and shall not be adjusted at the next Interest Adjustment Date.

Pre-Authorized Payment

All payments provided for in the Letter of Offer must be made by pre-authorized payments from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments shall be applied in the following order:

1. any prepayment indemnity (including the monthly interest and Interest Differential Charge)
2. protective disbursements;
3. standby fees (arrears and current);
4. arrears, in the following order: transaction fees, administration fees, management fees, interest and principal;
5. current balances, in the following order: transaction fees, management fees, interest and principal;
6. cancellation fees;
7. credits to the tax reserve account and asset maintenance and upgrade account, if applicable; and
8. other amounts due and payable.

Other than regular payments of principal and interest, BDC may apply any other monies received by it, before or after Default, to any debt the Borrower may owe BDC under or pursuant to the Letter of Offer or any other agreement and BDC may change those applications from time to time.

Consent to Obtaining Information

The Loan Parties hereby consent to BDC:

- a. collecting personal and business information and using such information for business, analytics and marketing purposes as described in the *Policy on confidentiality and use of personal and business information* (the "Policy") available at bdc.ca/en/confidentiality;
- b. sharing the personal and business information with BDC service providers only for them to provide the services BDC asks from them, such as processing credit verification, background checks and other matters explained in the Policy; and
- c. sharing the personal and business information with authorities in case of fraud or suspected fraud, and with other financial institutions to prevent or control fraud or when there is a breach of a financing agreement with BDC.

Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to the Borrower, at the Borrower's address above or such other addresses as the Borrower may advise BDC in writing, or if to BDC, at BDC's address above.

Joint and Several Liability

Where in the Loan Documents, any covenant, agreement, warranty, representation or obligation is made or imposed upon two or more Persons or a party comprised of more than one Person, each such covenant, agreement, warranty, representation or obligation shall be deemed to be and be read and construed as a joint and several (solidary in Quebec) covenant, agreement, warranty, representation or obligation of each such Person or party, as the case may be. Without limiting the generality of the foregoing, each Loan Party shall be jointly and severally (solidarily) liable with each other to BDC for the full performance of all obligations under the Loan Documents in accordance with the provisions thereof.

Anti-Money Laundering/Know Your Client

Each Loan Party acknowledges that, pursuant to prudent banking practices in respect of "knowing your client", BDC, in compliance with its internal policies, is required to verify and record information regarding the Loan Parties, their directors, officers, Persons holding direct or indirect Equity Interests in a Loan Party, and other Persons in Control of each Loan Party. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by BDC or any prospective assignee or other financial institution participating in the Loan with BDC, in order to comply with internal policies and applicable laws on anti-money laundering and anti-terrorist financing.

Confidentiality

The Loan Parties shall not disclose the contents of this Letter of Offer to anyone except its professional advisors.

Changes in Accounting Standards

In the event that a Loan Party adopts any changes in its accounting standards which have an effect on any provision in the Letter of Offer relying on financial statement calculations, BDC may amend such provision to reflect the original intent of the provision.

This is **Exhibit “D”** referred to in the Affidavit of SANA PERVAIZ sworn before me via videoconference from the City of Brampton, in the Province of Ontario, in the Country of Canada, to the City of Toronto, in the Province of Ontario, in the Country of Canada on the 28th day of January 2026 in accordance with O. Reg 431/20.

Guramrit Lamba

Guramrit Singh Lamba

LSO No.: 81190D

CURRENT ASSETS – OVERLAND EAST TRANSPORTATION**A. Trucks**

Truck No.	VIN	Year	Make	Model	Finance / Lessor	Lease No.
410812	1GR1A13627PW519571	2023	GM	Granite	RBC	2010000053356
410813	1GR1A0626PW519570	2023	GM	GDAN	RBC	2010000068365

B. Trailers

Trailer No.	VIN	Year	Make	Model	Finance / Lessor	Lease No.
D1001	3H3V532K1PS058045	2023	International	HYTR	RBC	2010A0069226
D1004	3H3V532K1PS058101	2023	International	HYTR	RBC	2010000643226
D1002	3H3V532K6PS053160	2023	International	HYTR	RBC	2010104070661
D1003	3H3V532K3PS068164	2023	International	HYTR	RBC	201000070661
D1005	3H3V532K8PS058161	2023	International	Utility	RBC	201000070661

This is **Exhibit “E”** referred to in the Affidavit of SANA PERVAIZ sworn before me via videoconference from the City of Brampton, in the Province of Ontario, in the Country of Canada, to the City of Toronto, in the Province of Ontario, in the Country of Canada on the 28th day of January 2026 in accordance with O. Reg 431/20.

Guramrit Lamba

Guramrit Singh Lamba

LSO No.: 81190D



Outlook

RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

From Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Date Wed 2025-11-19 3:53 PM

To Accounts Overland East <accounts@overlandeast.ca>

1 attachment (131 KB)

VSA 5001895024 10337200 Canada Inc..pdf;

Thanks. Could you please sign on behalf of the company as well? It's important for the documentation.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



KEEPING OUR COMMUNICATIONS SECURE:

Please always exercise caution when communicating about your account to make sure you are not at risk of fraud or security breaches. When receiving emails that appear to come from us:

- Always verify the sender's email address carefully and always check the domain name (for example, email addresses ending in @daimler.com or @daimlar.com are not us);
- Do not open suspicious attachments;
- Avoid clicking on unfamiliar or unexpected links;
- If you are unsure, contact us by phone at **800.361.4680**

From: Accounts Overland East <accounts@overlandeast.ca>
Sent: November 19, 2025 3:33 PM
To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Subject: Re: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

See attached

Get [Outlook for Android](#)

From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Sent: Wednesday, November 19, 2025 1:12:16 PM
To: Accounts Overland East <accounts@overlandeast.ca>
Subject: RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello,

As you have mentioned that you can no longer afford the unit, please sign the attached voluntary surrender forms and return them to us as soon as possible

so we can proceed with the repossession as voluntary.
Let us know if you have any questions.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



DAIMLER TRUCK
Financial Services

KEEPING OUR COMMUNICATIONS SECURE:

Please always exercise caution when communicating about your account to make sure you are not at risk of fraud or security breaches. When receiving emails that appear to come from us:

- Always verify the sender's email address carefully and always check the domain name (for example, email addresses ending in [@daimler.com](mailto:accounts@overlandeast.ca) or [@daimlar.com](mailto:gurpreet.kaur@daimlertruck.com) are not us);
- Do not open suspicious attachments;
- Avoid clicking on unfamiliar or unexpected links;
- If you are unsure, contact us by phone at **800.361.4680**

From: Accounts Overland East <accounts@overlandeast.ca>

Sent: November 19, 2025 12:17 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Good day

We can't be able to arrange the funds can you pickup truck from
Sunbelt Rentals
43 Winer Rd|Guelph, Ontario N0B 2JO

Thanks
Aslim hussain

Get [Outlook for Android](#)

From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Tuesday, November 18, 2025 12:50:37 PM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

We have not.

Could you please confirm the situation? Or infoem if we are being paid.
Otherwise we have to proceed with further action

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



DAIMLER TRUCK
Financial Services

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- Do not open suspicious attachments;
- Avoid clicking on unfamiliar or unexpected links;
- If you are unsure, contact us by phone at **800.361.4680**

From: Accounts Overland East <accounts@overlandeast.ca>

Sent: November 18, 2025 12:38 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

573 3AKJHHDR1NSMW6432 2022

Please confirm?

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Sent: Tuesday, November 18, 2025 12:33:34 PM
To: Accounts Overland East <accounts@overlandeast.ca>
Subject: RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello we haven't picked up any unit yet. As we were informed to that arrears will be paid.
Could you confirm what happened and which VIN are you referring to?

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Accounts Overland East <accounts@overlandeast.ca>
Sent: November 18, 2025 11:03 AM
To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Subject: Re: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Please confirm you guys picked up the Unit 573?

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Sent: Friday, November 14, 2025 1:40:21 PM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hi Sana,

We have yet to receive any response or payment proof from you. You had previously requested an extension of one day, but we have not heard back since.

As the final notice has already been issued, we are now proceeding with further action.

Please be advised that once the asset is seized, the opportunity for redemption becomes significantly limited.

The outstanding amount of **\$9,200.68** remains unpaid and is now over **three months overdue**.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Kaur, Gurpreet (713) (EXT)

Sent: November 12, 2025 3:07 PM

To: 'Accounts Overland East' <accounts@overlandeast.ca>

Subject: RE: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Ok, thanks for the update, Sana.

Please ensure we received payment proof by tomorrow- \$9,200.68.
If not received , we unfortunately will have to take action.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Accounts Overland East <accounts@overlandeast.ca>

Sent: November 12, 2025 1:06 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

We are trying to arrange the funds to get this cover up as quickly as we can
Just give one more day , if not completed till tomorrow , you can escalate from
end than

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Wednesday, November 12, 2025 10:08:06 AM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: URGENT : Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hi Sana,

I am writing to follow up on my previous emails. We have not received any response from Overland East regarding the pending account 5001895024.

As the final notice has already expired, we are proceeding with further action on this account- Please note that once the asset is seized, the opportunity for redemption becomes significantly limited.

The outstanding amount is \$9,200.68, which is now three months overdue.

The account is currently 65 days past due, which is not acceptable, as all accounts must remain under 30 days past due.

To avoid escalation, please remit the full payment of \$9,200.68 immediately.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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- Avoid clicking on unfamiliar or unexpected links;
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From: Kaur, Gurpreet (713) (EXT)
Sent: November 10, 2025 3:22 PM

To: 'Accounts Overland East' <accounts@overlandeast.ca>

Subject: RE: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hi Sana,

I am following up on my email.

Please let me know the decision. If the payoff is being delayed, kindly send the arrears **today** to avoid any further action as final notices have been expired.

Thank you.

Amount - \$ 6,238.96

Account – 5001895024001

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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- Avoid clicking on unfamiliar or unexpected links;
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From: Kaur, Gurpreet (713) (EXT)

Sent: November 7, 2025 1:01 PM

To: 'Accounts Overland East' <accounts@overlandeast.ca>

Subject: RE: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hi Sana,

Please let me know the decision. If the payoff is being delayed, kindly send the arrears **today** to avoid any further action.
Thank you.

Amount - \$ 6,238.96

Account – 5001895024001

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Accounts Overland East <accounts@overlandeast.ca>

Sent: November 6, 2025 4:19 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

As discussed on the phone please wait till tomorrow , I will cover the payment option tomorrow as I took off today
Thanks

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Friday, October 31, 2025 12:25:20 PM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: RE: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Yes, we have received your payment and it has been applied. The related document will be sent to your email soon.

Regarding contract **5001895024**, the current balance is **\$6,238.96**. Monthly payments for this contract are processed on the **8th of each month**. Since the existing voided cheque is frozen, please provide a new one. Alternatively, you may choose to pay off the contract in full before the next scheduled withdrawal.

Kindly share the proof of payment once it has been made.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Accounts Overland East <accounts@overlandeast.ca>
Sent: October 31, 2025 11:56 AM
To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Subject: Re: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Good morning

Please confirm did you receive the payment for this ?

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From: Accounts Overland East <accounts@overlandeast.ca>
Sent: Tuesday, October 28, 2025 11:58:22 PM
To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Subject: Re: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

See attached payment for the account 5001695744, please let us know once received

For the other contract I will do one payment by the end of this week to stay this account UpToDate and most likely next month we will buy that contract also

Thanks
Sana pervais

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>
Sent: Monday, October 27, 2025 11:27:04 p.m.
To: Accounts Overland East <accounts@overlandeast.ca>
Subject: RE: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello ,

The amount is mislabelled as late fees – but it includes your missed payment of September \$ -3,469.24 plus \$173.43 late fee.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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- If you are unsure, contact us by phone at **800.361.4680**

From: Accounts Overland East <accounts@overlandeast.ca>

Sent: October 27, 2025 4:20 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Why their is too much late fees ?

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Monday, October 27, 2025 11:17:13 PM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: Pay off letter: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello ,

Following my conversation with Sana today, please find the buyout letter attached along with our wire details for account 5001695744.
Once the payment is processed, kindly share the proof mentioning the account number so we can proceed with the next steps.

Regarding account 5001895024, you mentioned the buyout may occur with at least a two-week delay. If that's the case, please arrange payment for the arrears of \$6,244.62, as the account is currently 46 days past due and accounts cannot be delinquent for more than 30 days. Also, note final notices have been issued and expired.

To avoid any action being taken before the buyout, please share the payment proof as soon as possible.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

Tel. – 1-866-442-4892 Ext. 0166



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From: Accounts Overland East <accounts@overlandeast.ca>

Sent: October 22, 2025 4:11 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: FINAL NOTICE: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Good Afternoon

Buying this contract tomorrow
Contract 5001695744 – CAD 10,564.07

And also for this one we will buy this next month
Contract 5001895024 – CAD 51,235.78

Thanks

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Tuesday, October 21, 2025 10:12:59 AM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: RE: FINAL NOTICE: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Good morning,

Please see below the payout balances for both contracts. Kindly confirm if you intend to proceed with the buyouts so I can provide the official payout letters and wire transfer details.

If there's still time, I strongly advise settling the arrears today to avoid repossession of the units as we are set to take further action on these contracts today. The accounts are currently 42 and 20 days past due, which is not acceptable.

The payments were returned due to account being frozen, therefore please provide us with new voided cheque for continued ACH payments.

- Contract 5001895024 – CAD 51,235.78
- Contract 5001695744 – CAD 10,564.07

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

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From: Accounts Overland East <accounts@overlandeast.ca>

Sent: October 20, 2025 6:07 PM

To: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Subject: Re: FINAL NOTICE: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Can you please send us the buyout for both of them

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From: Kaur, Gurpreet (713) (EXT) <gurpreet.kaur@daimlertruck.com>

Sent: Friday, October 17, 2025 5:26:36 PM

To: Accounts Overland East <accounts@overlandeast.ca>

Subject: RE: FINAL NOTICE: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello,

We are writing to inform you that, despite multiple reminders, we have not received payment or any response from your side. Due to the continued lack of communication, please be advised that further action is being taken on the account, including but not limited to repossession, legal proceedings, and potential impact on your credit.

The following accounts are currently past due:

- **Account 5001895024001** – \$6,096.53
- **Account 5001695744001** – \$3,642.70

Please note that once any unit is seized, redemption will no longer be possible. To avoid further action, we urge you to process the payment immediately using

the wire transfer and OLP payment details are attached.
We also require your new voided cheque.
Kindly confirm once the payment has been completed.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

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From: Kaur, Gurpreet (713) (EXT)
Sent: October 15, 2025 10:37 AM
To: 'accounts@overlandeast.ca' <accounts@overlandeast.ca>
Subject: FINAL NOTICE: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024 and 5001695744001

Hello,
We have been trying to reach you regarding the pending payments on your accounts but have not had any success.

Your accounts are currently 36 days and 15 days past due. Due to your banking account being frozen, we require a voided cheque from you in order to continue with ACH payments : till then ACH is stopped.

Please be advised that final notices have already been issued for both accounts. As we have not received any response from your side, we are obligated to proceed with further action on your accounts. This may include, but is not limited to, legal action and repossession.

- Account 5001895024001 – \$6,096.53
- Account 5001695744001 – \$3,642.70

Wire and online payment information have been attached. Once the payment is made, please share proof to avoid further action.

Time is of the essence.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

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From: Kaur, Gurpreet (713) (EXT)
Sent: September 24, 2025 1:49 PM
To: 'accounts@overlandeast.ca' <accounts@overlandeast.ca>
Subject: Daimler Truck Financial Services - 10337200 Canada Inc. 5001895024

Hello,

I am writing to inform you of the pending payment on your account **5001895024**, with an outstanding balance of **\$3,134.81**.

I attempted to connect with someone by phone but was unable to reach anyone.
Please confirm when we can expect the payment, as the account is currently **15 days past due**.

You may send the payment via **wire transfer** or **online payment**—details are attached.

Looking forward to your prompt response.

Sincerely,
Gurpreet Kaur (She/Her)
Account Manager

Daimler Truck Financial Services Canada Corporation
2680 Matheson Blvd. East, Suite 202
Mississauga, ON L4W 0A5

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- Avoid clicking on unfamiliar or unexpected links;

- If you are unsure, contact us by phone at **800.361.4680**

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please inform the sender, delete the email, and do not share its contents. Thank you.

This email may contain confidential or personal information. If you are not the intended recipient,
please inform the sender, delete the email, and do not share its contents. Thank you.

To help protect sensitive information, avoid including confidential details in unencrypted replies. Use encryption if sending attachments or other sensitive content. If you're not the intended recipient,
please notify the sender, delete the email, and do not share its contents. Thank you.



Asset Surrendering

From Lexi Larocque <Lexi@oblr.ca>

Date Thu 2025-09-04 12:19 PM

To Accounts Overland East <accounts@overlandeast.ca>

Cc Sarah Wiebes <accounting@oblr.ca>

Good afternoon,

Thank you for the arrangements to surrender the assets on the Mitsubishi lease. Below I have outlined the vin #'s for this lease, I will have a document drafted that can be signed to have this process expedited with a surrender.

Please advise the location of the assets below, we can coordinate with you transporting these assets to our facility.

2019 Freightliner Cascadia -3AKJHHDR3KSKA2426

2014 Vanguard Trailer - 527SR532XEM002792

2014 Utility Trailer - 1UYVS2532EM899010

2011 Utility Trailer - 1UYVS2534BM085307

2011 Great Dane Trailer - 1GRAA0623BW702975

Thank you

Nikki Bowers

From the Desk of Lexi Larocque

Collections Officer

Ontario Bailiff & Lien Registration

T: 705-561-4601

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

10337200 CANADA INC. D/B/A OVERLAND EAST TRANSPORTATION

Respondent

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

SERVICE LIST

TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Jeremy Nemers (LSO # 66410Q) Tel: (416) 865-7724 Email: jnemers@airdberlis.com</p> <p>Cristian Delfino (LSO # 87202N) Tel: (416) 865-7748 Email: cdelfino@airdberlis.com</p> <p><i>Lawyers for the Applicant</i></p>
------------	--

EMAIL SERVICE LIST

jnemers@airdberlis.com; cdelfino@airdberlis.com;

ROYAL BANK OF CANADA

- and - **10337200 CANADA INC. d/b/a OVERLAND EAST
TRANSPORTATION**

Applicant

Respondent

Court File No. CV-26-00000279-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Brampton

RESPONDENT'S RESPONDING RECORD

**AGL LAW PROFESSIONAL
CORPORATION**
5-7003 Steeles Ave W
Toronto, ON
M9W 0A2

Guramrit Singh Lamba

LSO#: 81190D

Tel: (647) 570-6508

Email: glamba@agllaw.ca

Lawyer for Respondent