ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

A.A.M LOGISTICS INC.

Respondent

APPLICATION RECORD OF THE APPLICANT

(Returnable May 16, 2024)

May 3, 2024

HARRISON PENSA LLP

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

Melinda Vine (LSO #53612R)

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

Email: mvine@harrisonpensa.com

Lawyers for the Applicant, Royal Bank of Canada

TO: SERVICE LIST

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Tab 1

AMENDED / MODIFIÉ April 30, 2024

PURSUANT TO / CONFORMÉMENT A

Rule 26 - 02

Court File No. CV-24-00001690-0000

LOCAL REGISTRAR / GREFFIER LOCAL SUPERIOR COURT OF JUSTICE (ONTARIO)

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

A COURT OF THE COU

ROYAL BANK OF CANADA

-and-

Applicant

and

A.A.M LOGISTICS INC.

Respondent

AMENDED NOTICE OF APPLICATION

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

TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing:

☐ In person
☐ By telephone conference

at the following location:

On May 16, 2024, at 10:00 a.m. or as soon after that time as the application can be heard by judicial teleconference via Zoom at Milton, Ontario. Zoom particulars to follow.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the Rules of Civil Procedure, serve it on the applicant' lawyer or, where the applicant do not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant' lawyer, or where the applicant do not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: April 18, 2024 Issued by Online

Registrar Superior Court of Justice 491 Steeles Ave E. Milton, Ontario L9T 1Y7

TO: Service List Attached

SERVICE LIST

TO: A.A.M LOGISTICS INC.

4 Kerwood Place Brampton, ON L6Z 1Y1

Respondent

AND

TO: MSI SPERGEL INC.

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

Attention: Mukul Manchanda

Tel: (416) 498-4314

Email: mmanchanda@spergel.ca

Proposed Receiver

AND

TO: ARSALAN MINHAS

31 Whitcomb Way

Morristown, ON N0B 2C0

Guarantor

AND

TO: CANADA REVENUE AGENCY

c/o Department of Justice Ontario Regional Office

120 Adelaide St. W., Suite 400

Toronto, ON M5H 1T1

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

AND

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

THE MINISTRY OF FINANCE

Revenue Collections Branch - Insolvency Unit

33 King Street W., P.O. Box 627

Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

AND

TO: FORD CREDIT CANADA COMPANY

Box 1800 RPO Lakeshore West

Oakville, ON L6K 0J8

AND

HONDA CANADA FINANCE INC. TO:

180 Honda Blvd.

Markham, ON L6C 0H9

AND

TO: SK APEX SOLUTION INC.

> 75 Cherrylawn Avenue North York, ON M9L 2B3

AND

TO: TIP FLEET SERVICES CANADA LTD.

> 1880 Brittania Road East Mississauga, ON L4W 1J3

AND

TO: **VW CREDIT CANADA INC.**

> 500-1340 Pickering Pky Pickering, ON L1V 0C4

AND

TO: TPINE FINANCIAL SERVICES INC.

> 1450 Meyerside Dr., Suite 401 Mississauga, ON L5T 2N5

AND

FINLOC 2000 INC. TO:

> 11505, 1st Avenue, Suite 500 Saint-Georges, QC G5Y 7X3

AND

TFG FINANCIAL CORPORATION TO:

> 400-4180 Lougheed Highway Burnaby, BC V5C 6A7

AND

COAST CAPITAL EQUIPMENT FINANCE LTD. TO:

800-9900 King George Blvd.

Surrey, BC V3T 0K7

AND

TO: PRIDE FLEET SOLUTIONS INC.

6050 Dixie Road

Mississauga, ON L5T 1A6

AND

TO: THE BANK OF NOVA SCOTIA

> 10 Wright Boulevard Stratford, ON N5A 7X9

AND

TO: TALLEASE INC.

6741 Columbus Rd., Suite 201 Mississauga, ON L5T 2G9

AND

TO: ARUNDEL CAPITAL CORPORATION

Suite 201, 3007 14th Street SW

Calgary, AB T2T 3V6

AND

TO: GEOLIN CREDIT-BALL INC.

401-3135 Boul. Moise-Vincent Saint-Hubert, QC J3Z 0G7

AND

TO: VAULT CREDIT CORPORATION

41 Scarsdale Road, Unit 5 Toronto, ON M3B 2R2

AND

TO: CWB NATIONAL LEASING INC.

1525 Buffalo Place (3097183) Winnipeg, MB R3T 1L9

AND

TO: BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.

102-1465 North Service Road East

Oakville, ON L6H 1A7

AND

TO: MITSUBISHI HC CAPITAL CANADA, INC.

301-3390 South Service Rd. Burlington, ON L7N 3J5

AND

TO: RIORDAN LEASING INC.

1158 King St. East Brampton, ON L6Y 0C3

AND

TO: HALTON AUTOLEASE INC.

4100 Harvester Road Burlington, ON L7L 0C1

THE APPLICATION IS FOR:

The Applicant, Royal Bank of Canada (the "Bank"), seeks the following relief:

- 1. An order (the "Appointment Order") substantially in the form attached hereto as Schedule "A", inter alia, appointing msi Spergel inc., as Receiver ("Spergel", or the "Receiver"), without security, of all of the assets, undertakings and properties of the Respondent, A.A.M Logistics Inc. (the "Debtor"), acquired for, or used in relation to a business or businesses carried on by the Debtor;
- That the time for service, filing and confirming of the Notice of Application and the Application Record be abridged and validated so that this application is properly returnable today and dispensing with further service thereof; and,
- 3. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE APPLICATION ARE:

The Debtor

- The Debtor is a company incorporated pursuant to the laws of the Province of Ontario, with its registered office located in the City of Brampton, Ontario.
- 2. The Debtor operates a national logistics and trucking company.
- 3. Arsalan Minhas ("**Minhas**") is the sole director and controlling mind of the Debtor and a guarantor of the obligations of the Debtor to the Bank.

The Financing and the Bank's Security

4. As of April 11, 2024, the Debtor was indebted to the Bank in the amount of \$1,916,170.61, plus accruing interest and the Bank's continuing costs of enforcement, including legal costs and professional costs (the "Indebtedness") in respect of financing advanced to the

Debtor pursuant to the terms of a Royal Bank of Canada Credit Agreement dated August 1, 2023 (the "Letter Agreement").

- 5. The credit facilities established by the Letter Agreement are:
 - a. Facility # 1 Revolving Demand Facility: in the amount of \$1,600,000, available by way of RBP based loans. Interest rate at RBP + 1.00% per annum;
 - b. Facility # 2 Revolving Term Facility: in the amount of \$2,000,000, available by way of Fixed Rate Term Loans:
 - c. Facility # 3 Revolving Lease Line of Credit Facility: in the amount of \$2,000,000, as
 governed by the Letter Agreement and separate agreements;

The aggregate of Facility # 2 and Facility # 3 shall not exceed \$2,000,000 at any time.

- d. Other Facility Credit Card: to a maximum amount of \$200,000, available in Canadian currency and US Currency, as governed by a separate agreement.
- A Master Lease Agreement dated August 16, 2023 with leasing schedule #201000075844
 (the "Lease")

(paragraphs 5 and 6, collectively, the "Financing").

- 7. The terms of the Financing require the Debtor to, *inter alia*, make all payments to the Financing as they become due and provide financial reporting as it becomes due.
- 8. The Bank holds, *inter alia*, the following as security pursuant to the Financing:
 - a. General Security Agreement from the Debtor dated August 2, 2023 (the "GSA");

- b. Guarantee and Postponement of Claim dated August 2, 2023, from Minhas, limited to the sum of \$950,000. (the "Guarantee"); and,
- c. The Lease.

(collectively the "Security", or the "Bank's Security").

The Bank's Security Interest in the Debtor's Personal Property

- 9. The Bank has registered a Financing Statement against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the property of the Debtor secured under the GSA.
- 10. The Personal Property Security Registration System Search Results for the Debtor confirm that the Bank has a perfected security interest in the personal property of the Debtor. All registrants have been served with the within Application Record.

Default and Demands

- 11. The Debtor defaulted under the terms of the Financing as a result of, *inter alia*:
 - a. Default and overlimit excesses on certain facilities:
 - b. Failure to make payments as same became due under certain facilities; and,
 - c. Failure to provide certain reporting as required by the Letter Agreement.

(collectively, the "Defaults").

12. As a result of the Defaults, the Bank did deliver to the Debtor a demand for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "*BIA*"), each dated March 20, 2024. The Bank also delivered demands to Minhas as guarantor or the debtor, also dated March 20, 2024 (collectively, the "Demand").

- 13. The Bank provided several opportunities for the Debtor to cure the Defaults; however, the Defaults remain.
- 14. The Debtor has failed or refused to repay the Indebtedness due, despite the Demand.
- 15. The Time period under the Demand has expired.

The Appointment of a Receiver

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

The Bank's Position

- 18. The Debtor is in default of the Financing, and the Defaults continues. No further credit nor banking services are available to the Debtor.
- 19. The Debtor is insolvent, the Demand has expired, and the Bank is in a position to seek the order appointing the Receiver, pursuant to the provisions of the GSA.
- 20. The Appointment of a Receiver is necessary in order to conclude a sale of the Debtor's business, and to apply the proceeds of such sale to the Debtor's indebtedness.
- 21. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as secured creditor, and other stakeholders.

- 22. The Bank proposes that Spergel be appointed as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor.
- 23. Spergel has consented to act as Receiver should this Honourable Court so appoint it.
- 24. Section 243 of the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended.
- 25. Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended.
- 26. Rule 3, 14, 38 and any other applicable Rule of the *Rules of Civil Procedure*.
- 27. Such further and other grounds as counsel may advise.

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

- 1. The Notice of Application and all Exhibits thereto;
- 2. The Affidavit of Manoj Dave, to be sworn, and all Exhibits thereto;
- 3. The Consent of the Receiver; and,
- 4. Such further and other material as counsel may advise and this Honourable Court may permit.

April 18, 2024

HARRISON PENSA LLP

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

Melinda Vine (LSO #53612R)

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

Email: mvine@harrisonpensa.com

Lawyers for the Applicant, Royal Bank of Canada

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

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

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

ROYAL BANK OF CANADA

Applicant

- and -

A.A.M LOGISTICS INC.

Respondent

ORDER (appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of A.A.M Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 491 Steeles Avenue, East, Milton, ON.

ON READING the affidavit of Manoj Dave sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor or any other stakeholder although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of msi Spergel inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

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

- the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers,

facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and

limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

SERVICE AND NOTICE

- 25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<a>o.
- 26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the

records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to v	ary or amend
this Order on not less than seven (7) days' notice to the Receiver and to any other p	oarty likely to
be affected by the order sought or upon such other notice, if any, as this Court may of	order.
Justice, Ontario Superior Co	ourt of Justice

SCHEDULE "A"

RECEIVER CERTIFICATE

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

the main office of the Lender at Toronto, Ontario.

6.

The charge securing this certificate shall operate so as to permit the Receiver to deal with

the Property as authorized by the Order	and as authorized by any further or other order of the
Court.	
7. The Receiver does not undertake,	and it is not under any personal liability, to pay any sum
in respect of which it may issue certificat	es under the terms of the Order.
DATED the day of	
	msi Spergel inc., solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

ROYAL BANK OF CANADA v. Applicant	A.A.M LOGISTICS INC. Respondent	
		Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT MILTON, ONTARIO

ORDER

HARRISON PENSA LLP
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London, Ontario N6A 5R2

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Lawyers for the Applicant, Royal Bank of Canada

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

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

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

PLAINTIFF¹ROYAL BANK OF CANADA

Plaintiff Applicant

- and -

DEFENDANTA.A.M LOGISTICS INC.

DefendantRespondent

ORDER (appointing Receiver)

THIS MOTION_APPLICATION made by the Plaintiff²Applicant for an Order pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [RECEIVER'S NAME]msi Spergel inc. as receiver—[and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S]

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

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

NAME]A.A.M Logistics Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 491 Steeles Avenue, East, Milton, ON.

ON READING the affidavit of [NAME]Manoj Dave sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES]the Applicant, no one appearing for [NAME]the Debtor or any other stakeholder although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME]msi Spergel inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the

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

case may be,] 5 -shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as

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

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$___\$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

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

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favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

SERVICE AND NOTICE

- 25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<a>o.
- 26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the

records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

RECEIVER CERTIFICATE

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

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

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

5.

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

- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of,	20
	[RECEIVER'S NAME]msi Spergel inc., solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:

Name: Title:

ROYAL BANK OF CANADA v. Applicant	A.A.M LOGISTICS INC. Respondent	
		Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT MILTON, ONTARIO

ORDER

HARRISON PENSA LLP
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO #53612R)

Tel: (519) 679-9660 Fax: (519) 667-3362 Email: <u>mvine@harrisonpensa.com</u>

Lawyers for the Applicant, Royal Bank of Canada

	Court File No. CV-24-00001690-0000
A.A.M LOGISTICS INC.	Respondent
>	
ROYAL BANK OF CANADA	Applicant

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT MILTON, ONTARIO

AMENDED NOTICE OF APPLICATION

HARRISON PENSA LLP
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO #53612R)

Tel: (519) 679-9660 Fax: (519) 667-3362 Email: <u>mvine@harrisonpensa.com</u>

Lawyers for the Applicant, Royal Bank of Canada

Tab 2

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

A.A.M LOGISTICS INC.

Respondent

AFFIDAVIT OF MANOJ DAVÉ

(Sworn April 16, 2024)

I, Manoj Davé, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

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

The Debtor

- 2. The Respondent, A.A.M Logistics Inc. (the "Debtor"), is a company incorporated pursuant to the laws of the Province of Ontario, with its registered office located in the City of Brampton, Ontario. Attached hereto and marked as Exhibit "A" is a true copy of the corporate profile search results for the Debtor.
- Araslan Minhas ("Minhas" or the "Guarantor") is an individual who resides in Morristown, Ontario and was at all material times the sole principal of the Debtor and a guarantor of the Obligations in relation to the Financing, as defined herein, to the Debtor.
- 4. The Debtor operates as a national logistics and trucking company.

- 5. The Debtor defaulted under the terms of the Letter Agreement, as defined below, as a result of:
 - a. Default and overlimit excesses on certain facilities;
 - b. Failure to make payments as same became due under certain facilities; and,
 - c. Failure to provide certain reporting as required by the Letter Agreement.(collectively, the "Defaults").
- 6. The Bank is unwilling to provide the Debtor with any further credit or forbearance.

The Financing and The Bank's Security

- 7. As of April 11, 2024, the Debtor was indebted to the Bank in the amount of \$1,916,170.61, plus the costs of enforcement, including legal and professional costs, and interest (the "Obligations"), in respect of certain financing advanced to the Debtor pursuant to the terms of a Royal Bank of Canada Credit Agreement dated August 1, 2023 (the "Letter Agreement"). Attached hereto and marked as Exhibit "B" is a true copy of the Letter Agreement.
- 8. The credit facilities established by the Letter Agreement are:
 - a. Facility # 1 Revolving Demand Facility: in the amount of \$1,600,000, available by way of RBP based loans. Interest rate at RBP + 1.00% per annum;
 - b. <u>Facility # 2 Revolving Term Facility:</u> in the amount of \$2,000,000, available
 by way of Fixed Rate Term Loans;
 - c. Facility # 3 Revolving Lease Line of Credit Facility: in the amount of \$2,000,000, as governed by the Letter Agreement and separate agreements;
 - The aggregate of Facility # 2 and Facility # 3 shall not exceed \$2,000,000 at any time.

- d. Other Facility Credit Card: to a maximum amount of \$200,000, available in Canadian currency and US Currency, as governed by a separate agreement.
- A Master Lease Agreement dated August 16, 2023, and the following leasing schedule (collectively the "Lease"):
 - a. Schedule 201000075844 dated August 19, 2023, in relation to the following:
 - i. 1 2013 Utility Dryvan Triaxle VIN: 1UYVS3535DG474125 (the "Equipment")

(paragraphs 8 and 9 collectively, the "Financing").

- 10. As consideration for the Financing, the Bank requested and did receive the following as security for the Financing:
 - a. General Security Agreement from the Debtor dated August 2, 2023 (the "GSA"). Attached hereto and marked as Exhibit "C" is a true copy of the GSA;
 - b. Guarantee and Postponement of Claim dated August 2, 2023, from Minhas, limited to the sum of \$950,000 (the "Guarantee"). Attached hereto and marked as Exhibit "D" is a true copy of the Guarantee;
 - c. The Lease. Attached hereto and marked as **Exhibit** "**E**" is a true copy of the Lease.

(collectively, the "Security").

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

11. The GSA secures the following personal property of the Debtor:

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods

(including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

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

2. INDEBTEDNESS SECURED

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

- 12. The Bank has registered Financing Statements as against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the personal property of the Debtor secured under the GSA.
- 13. The Personal Property Security Registration System Search Results for the Debtor confirms that the Bank holds a perfected security interest in the personal property of the Debtor as secured by the GSA. Attached hereto and marked as Exhibit "F" is a true copy of the Personal Property Security Registration System Search Results for the Debtor, current to April 16, 2024.
- 14. The Borrower provided an asset list to the Bank as at July 2023 which listed 36 vehicles. Counsel for the Bank has run VIN searches on the vehicles and 6 vehicles have been returned indicated that no VIN number could be found. Attached hereto to this my affidavit and marked as Exhibit "G" is a true copy of the asset list.

Defaults and the Demands

- 15. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtor, pursuant to section 244(1) of the Bankruptcy and Insolvency Act (the "BIA"), both dated March 20, 2024. The Bank also delivered a demand to Minhas as guarantor of the Debtor, also dated March 20, 2024 (collectively, the "Demands"). Attached hereto and marked as Exhibit "H" are true copies of the Demands and corresponding registered mail receipt.
- 16. On March 12, 2024 the Bank advised the Debtor that it required the Debtor provide

copies of certain financial reporting from the Debtor. The Debtor responded and provided some of the requested information. Attached hereto and marked as **Exhibit** "I" is a true copy of the email chain dated March 12, 2024.

- 17. On March 15, 2024, the Bank emailed the Debtor to request certain reporting information. Attached hereto and marked as **Exhibit "J"** is a true copy of the email dated March 15, 2024.
- 18. On March 27, 2024, the Bank emailed the Debtor to advise that certain requested information remained outstanding and requesting that same be provided by close of business. Attached hereto and marked as **Exhibit** "**K**" is a true copy the email dated March 27, 2024.
- 19. On April 1, 2024, counsel for the Bank emailed the Debtor to advise that the Demands had expired and that the Bank was considering enforcement options and forbearing on a day to day basis in its sole discretion Attached hereto and marked as Exhibit "L" is a true copy of the April 1, 2024 email. On April 2, 2024, counsel for the Bank emailed the Debtor to inquire as to whether the Debtor had retained legal counsel and advise that the Bank required a response by April 5, 2024. Attached hereto and marked as Exhibit "M" is a true copy of the of the April 2, 2024 email. No response has been received as at the date of the swearing of this affidavit.
- 20. On April 3, 2024, the Bank emailed the Debtor to advise that certain reporting information remained outstanding and requesting that same be provided by April 5, 2024. Attached hereto and marked as **Exhibit "N"** is a true copy of the April 3, 2024 email. No response has been received as at the date of the swearing of this affidavit.
- 21. All statutory notice periods in relation to the Demands have expired, and the Debtor and Guarantors have failed to repay the Obligations due, despite the Demands.

The Appointment of a Receiver

22. The Obligations due pursuant to the Demands have not been paid. The Debtor is in default of the Financing.

23. The ten (10) day period under section 244(1) of the *BIA* has expired. The Bank is in a position to appoint a Receiver over the property of the Debtor as secured pursuant to the Security, pursuant to section 243 of the *BIA*.

Personal Property

24. Paragraph 13(a) of the GSA grants the Bank the right to appoint a Receiver over all personal property of the Debtor, secured thereunder, as a result of the Default, as follows:

REMEDIES

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

- and payable in full.
- 26. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all personal property of the Debtor as secured by the GSA.

The Bank's Position

- 27. The Debtor is in default of the Financing, which Defaults continues. The terms of the Security authorize the Bank to appoint a Receiver over all property of the Debtor as a result of the Defaults.
- 28. The Obligations due pursuant to the Demands have not been paid. All notice periods under the *BIA* have expired, and the Bank is unwilling to provide the Debtor with any further credit or forbearance.
- 29. The Debtor is insolvent, and the Bank is in a position to seek the Order Appointing the Receiver, pursuant to the provisions of the GSA.
- 30. The Appointment of a Receiver is necessary in order to conclude a sale of the Debtor's property, and to apply the proceeds of such sale to the Debtor's obligations.
- 31. The Debtor's liquidity crisis will continue to negatively impact the Debtor's ability to service its debts, both to the Bank as senior secured creditor, as well as any other creditors. The appointment of a Receiver is necessary to (i) determine the actual state of the Debtor's business, (ii) locate and confirm the existence of the Borrower's assets, and (ii) if necessary, to manage the Debtor's business until a sale of the Debtor's property can be arranged.
- 32. The Bank is unaware whether the Debtor's property is being properly maintained or as a result of the nature of majority of the assets being vehicles the whereabouts of same. Absent the appointment of a Receiver, the state of the Debtor's property may degrade, which will negatively impact the value of the Bank's Security. The appointment of a Receiver is necessary to ensure that the Debtor's property is maintained until a sale can be arranged.
- 33. Further, the appointment of a Receiver will also be necessary to settle any issues

- of priority as between the Bank's Security and the Debtor's other creditors.
- 34. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as a secured creditor, and other stakeholders.
- 35. The Bank proposes that msi Spergel inc. ("**Spergel**") be appointed as Receiver, without security, over all personal property of the Debtor, as secured by the GSA.
- 36. Spergel has consented to act as Receiver should this Honourable Court so appoint it.
- 37. This affidavit is made in support of the within application for the appointment of Spergel as Receiver, without security, over all of the property of the Debtor, and for no other improper purpose.

Sworn or Affirmed before me: ☐ in person (OR ⊠ by video conference
by Manoj Davé of the City of Toronto, in the Pro London in the Province of Ontario, on April 16, 2 Administering Oath or Declaration Remotely.	· · · · · · · · · · · · · · · · · · ·
Commissioner for Taking Affidavits (or as may I	he)

DocuSigned by:

Many Dave

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Signature of Commissioner

MANOJ DAVE

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

A.A.M LOGISTICS INC.

Respondent

ATTACHED HERETO ARE EXHIBITS "A" TO "N"

AS REFERRED TO IN THE AFFIDAVIT OF MANOJ DAVÉ,

SWORN BEFORE ME BY VIDEOCONFERENCE ON APRIL 16, 2024.

A Commissioner, etc.

EXHIBIT "A"



Ministry of Public and Business Service Delivery

Profile Report

A.A.M LOGISTICS INC. as of March 15, 2024

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

Business Corporations Act
Ontario Business Corporation
A.A.M LOGISTICS INC.
2454270
Canada - Ontario
Active
February 17, 2015
Attention/Care of ARSALAN MINHAS, 4 Kerwood Place,
Brampton, Ontario, L6Z 1Y1, Canada

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



Director/Registrar

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name Address for Service Resident Canadian Date Began ARSALAN MINHAS 4 Kerwood Place, Brampton, Ontario, L6Z 1Y1, Canada Yes February 17, 2015

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

V. Quintarilla W

Director/Registrar

Active Officer(s)

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

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

V. Quintarilla W.

Director/Registrar

Corporate Name History

Name Effective Date A.A.M LOGISTICS INC. February 17, 2015

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

V. Quintarilla W.

Director/Registrar

Active Business Names

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

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

V. Quintarilla W.

Director/Registrar

Expired or Cancelled Business Names

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

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

V. Quintarilla W.

Director/Registrar

Document List

Filing Name Effective Date

Archive Document Package July 25, 2023

BCA - Articles of Incorporation February 17, 2015

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

V. Quintarilla W.

Director/Registrar

EXHIBIT "B"



Royal Bank of Canada Commercial Financial Services 3300 Highway 7 W 2nd Floor Vaughan, ON L4K 4M3

August 1, 2023

Private and Confidential

A.A.M LOGISTICS INC. 6375 Dixie Rd.-Unit 203 Mississauga, ON L5T 2C7

ROYAL BANK OF CANADA (the "Bank") hereby offers the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: A.A.M Logistics Inc. (the "Borrower")

CREDIT FACILITIES

The aggregate of Facility #2 and Facility #3 shall not exceed \$2,000,000.00 at any time.

Facility #1: \$1,600,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve in increments	\$5,000.00	Minimum retained	\$0.00
of:	·	balance:	
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.00%

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility, provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

In the event the aggregate Borrowings outstanding under this facility exceed \$1,000,000.00, the aggregate Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "Borrowing Limit"):

SRF #273892000

Page 1 of 7

Registered Trademark of Royal Bank of Canada

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a) 75% of Good Canadian/US Accounts Receivable.

REPAYMENT

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

GENERAL ACCOUNT

The Edmower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility;
- c) if such position is a credit balance, where this facility is indicated to be Borrower revolved, the Bank will apply repayments on such facility only if so advised and directed by the Borrower.

Facility #2: \$2,000,000.00 revolving term facility available by way of a series of term loans, by way of:

a) Fixed Rate Term Loan ("FRT Loans")

Fixed interest rate to be determined at time of Borrowing based on a term of 1, 2, 3, 4 or 5 years.

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time without notice.

The aggregate Borrowings outstanding under this facility plus the aggregate amount owing under Leases advanced under Facility #3 must not exceed \$2,000,000.00 at any time.

REPAYMENT

Each Borrowing under this facility shall be repayable by consecutive monthly blended payments of principal and interest based on a maximum amortization of 60 months and a maximum term of 5 years. The specific repayment terms for each new Borrowing will be agreed to between the Borrower and the Bank at the time of the Borrowing by way of a Borrowing Request substantially in the form of Schedule "E" provided to the Bank.

The Borrower, prior to any Borrowing by way of FRT Loans, will select the amount eligible for prepayment of each FRT Loan.

Facility #3: \$2,000,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank, In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

Page 2 of 7

The aggregate amount owing under Leases advanced under this facility plus the aggregate Borrowings outstanding under Facility #2 must not exceed \$2,000,000.00 at any time.

OTHER FACILITIES

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

 a) Credit Card to a maximum amount of \$200,000.00 available in Canadian currency and US currency.

FEES

One Time Fee:

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank

Monthly Fee:

Payable in arrears on the same day of each month.

Application/Set-Up Fee: \$3,800.00

Management Fee: \$250,00

Other Fees:

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

SECURITY

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

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$950,000.00 signed by Arsalan Minhas;
- c) Postponement and assignment of claim on the Bank's form 918 signed by Arsalan Minhas.

FINANCIAL COVENANTS

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

.....

- a) maintain for the Borrower to be measured as at the end of each fiscal year:
 - Fixed Charge Coverage, of not less than 1.15:1.

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REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) bignnial personal statement of affairs for all Guarantors, who are individuals, within 120 days
 of the end of every second fiscal year of the Borrower, commencing with the fiscal year
 ending in 2024;
- annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 120 days of each fiscal year end;
- annual Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
- annual chartered accountant confirmation of unfunded capex for the fiscal year supported by the applicable calculation for the Borrower, within 120 days of each fiscal year end;
- e) annual equipment and financing listing including, year, vehicle make, model, VIN #, purchase
 price, down payment, unfunded amount, loan/lease, amount financed, payment amount,
 builtet amount, start date, end date and lender for the Borrower, within 120 days of each fiscal
 year end;
- f) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- g) quarterly company prepared financial statements for the Borrower, within 45 days of each fiscal quarter end;
- h) annual individual breakdown for all leases tying back to balance sheet for the Borrower, within 120 days of each fiscal year end;
- in the event the aggregate Borrowings outstanding under Facility #1 exceed \$1,000,000.00 as at the end of any month, a Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of such month end, unless one has been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- j) in the event the aggregate Borrowings outstanding under Facility #1 exceed \$1,000,000.00 as at the end of any month aged list of accounts receivable, aged list of accounts payable, for the Borrower, within 30 days of such month and, unless these have been provided within the immediately preceding 30 days pursuant to the Conditions Precedent Facility #1 section of this Agreement;
- k) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

A.A.M Logistics Inc.

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Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank:
- f) no Borrowing under Facility #2 will be made available unless the Bank has received a Borrowing Request from the Borrower substantially in the form of Schedule "E" together with an invoice, bill of sale or cancelled cheque in respect of the equipment being financed with such Borrowing;
- g) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

CONDITIONS PRECEDENT FACILITY #1

In addition to the conditions set forth in the Conditions Precedent section above, in the event the aggregate Borrowings outstanding under Facility #1, after giving effect to the requested Borrowing, would exceed \$1,000,000.00, the availability of such Borrowing is conditional upon the receipt of the following prior to each and every Borrowing:

- a) Borrowing Limit Certificate, substantially in the form of Schedule "F", signed on behalf of the Borrower by any one of the Chief Executive Officer, the Vice-President Finance, the President, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, unless one has been provided within the immediately preceding 30 days pursuant to this section or the Reporting Requirements section of this Agreement.
- aged list of accounts receivable and aged list of accounts payable, for the Borrower, unless these have been provided within the immediately preceding 30 days pursuant to this section of the Reporting Requirements section of this Agreement,

BUSINESS LOAN INSURANCE PLAN

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

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

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

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business

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Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement:

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

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

GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE

This Agreement is open for acceptance until September 1, 2023, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per:

Title: Vice President

RBC Contact: PRIYANKA ABEYDEERA

/cc

A.A.M Logistics Inc.	August 1, 2023
We acknowledge and accept the terms and conditions of this Agreement on this 2 day of AUGUST , 2023 .	
A.A.M LOGISTICS INC.	
Per:	
Name: ARSALAN MINHAS	
Title: DIRECTOR/OWNER	
Per:	•
Name:	
Title:	
I/We have the authority to bind the Borrower	
\attachments:	
Terms and Conditions	
Schedules:	
Definitions	
Calculation and Payment of Interest and Fees Additional Payment Conditions	
 Additional Borrowing Conditions Borrowing Request 	
Borrowing Limit Certificate	
Compliance Certificate	
RBC Covarity Dashboard Terms and Conditions	
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TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments; such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

Where Borrowings are by way of FRT Loans, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage, as selected by the Borrower for each FRT Loan, of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of Borrowings by way of FRT Loans prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank's prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower's agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

a) the greater of:

A.A.M Logistics Inc.

- the amount equal to 3 months' interest payable on the amount of the FRT Loan
 Borrowings being prepaid, calculated at the interest rate applicable to the FRT Loan
 Borrowings on the date of prepayment; and
- (ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the FRT Loan and the current cost of funds for a loan with a term substantially similar to the remaining term of the FRT Loan and an amortization period substantially similar to the remaining amortization period of the FRT Loan, each as determined by the Bank on the date of such prepayment;

plus:

b) forgone margin over the remainder of the term of the FRT Loan. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the FRT Loan and the interest that would have been charged to the Borrower over the remaining term of the FRT Loan;

plus:

c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event that the Bank demands repayment of the outstanding principal of the FRT Loan on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the loan amount and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower coverants and agrees with the Bank that the Borrower:

a) will pay all sums of money when due under the terms of this Agreement;

 will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;

c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;

 will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior

written consent of the Bank;

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- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils:
- except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default; ii) the Bank acting upon instructions given or

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agreements made by electronic transmission of any type, (ii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any walver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or walver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a walver thereof. Each Guarantor, if applicable, agrees that the amendment or walver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles; as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate, including, without limitation, the application of accounting Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the

SEVERABILITY

The Invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

August 1, 2023

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bark is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

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REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressement demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgement Currency") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would; on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower

A.A.M Logistics Inc.

under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bark or in any documentation relating hereto or thereto;
- the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guaranter if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

CONFIDENTIALITY

This Agreement and all of its terms are confidential ("Confidential Information"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, confractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without

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A.A.M Logistics Inc.

August 1, 2023

limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

- "Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;
- "Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";
- "Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;
- "Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Bank;
- "Canadian/US Accounts Receivable" means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in the US or Canada;
- "Capital Expenditures" means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;
- "Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;
- "Corporate Distributions" means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;
- "EBITDA" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;
- "EDC Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by Export Development Canada ("EDC"), and the Bank has been provided with a duly executed Direction to Pay supported by a copy of the applicable insurance policy and any renewals thereof;
- "Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Fixed Charge Coverage" means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes. Corporate Distributions and Unfunded Capital Expenditures to Fixed Charges;

"Fixed Charges" means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt and payments under operating leases;

"Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"Good Canadian/US Accounts Receivable" means Canadian/US Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

- a) Items arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

- "Policy" means the Business Loan Insurance Plan policy 52000 and 53000, issued by RBC Life Insurance Company to the Bank;
- "Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder:
- "Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement:
- "Private Insured Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by an insurer acceptable to the Bank, on terms and conditions satisfactory to the Bank, and the Bank has been named as loss payee by way of a duly executed assignment of or a rider/endorsement to the applicable insurance policy from such other insurer, supported by a copy of the applicable insurance policy and any renewals thereof;
- "RBP" and "Royal Bank Prime" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;
- "RBUSBR" and "Royal Bank US Base Rate" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;
- "Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;
- "Special Accounts Receivable" means trade accounts receivable of the Borrower owing by Canadian and US federal, state and provincial governments, municipal or other local governments and any department or agency thereof,
- "Unfunded Capital Expenditures" means Capital Expenditures not funded by either bank debt or equity proceeds:
- "US" means United States of America.

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

FRT LOANS

The Borrower shall pay interest on each loan in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.

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Schedule "D"

ADDITIONAL BORROWING CONDITIONS

FRT Loans:

Borrowings made by way of FRT Loans will be subject to the following terms and conditions:

- a) each FRT Loan shall have a minimum term of one year;
- b) the Borrower shall select an amount eligible for prepayment of 10% or 0% for each new FRT Loan prior to the advance of such FRT Loan;
- c) each FRT Loan shall be in an amount not less than \$10,000.00; and
- each FRT Loan shall have a term as outlined in the applicable repayment section of each corresponding credit facility, provided that the maturity date of any FRT Loan issued under any term facility shall not extend beyond the Maturity Date of the term facility.

Page 1 of 1

		Schedule "F"				
		BORROWING LIMIT CERTIFICATE	-			
l, Arsalí	an Minhas, repre	senting the Borrower hereby certify as of month ending		June 2	2023	
and any and Roy corpora	y amendments th yal Bank of Canad ate records and in	have examined the provisions of the Agreement dated August 1, 2023 ereto, between I-Way Logistics Inc., as Borrower, a, as the Bank and have made reasonable investigations of equiries of other officers and senior personnel of the Borrower. Terms thave the same meanings where used in this certificate.				
2. The E	Borrowing Limit i	s \$calculated as follows:				
Total Ca	anadian/US Acco	unts Receivable		-	\$ 2,291,56	<u> 56</u>
Less:	a) Accounts, any	portion of which exceeds 90 days		\$0		
	b) Accounts due	from affiliates		\$ 0		
	c) "Under 90 da	ys" accounts where collection is suspect		\$0		
	d) Accounts sub	ect to prior encumbrances		\$0		
	e) Holdbacks, cd	ntra-accounts or rights of setoff		\$ 0		
	f) Accounts incl	uded elsewhere in the Borrowing Limit calculation	_	\$0		
	g) Other ineligib	le accounts		\$0_		
	h) Potential Pric	or Ranking Claims related to Good Canadian/US Accounts Recievable (ie				
		to subcontractors including, without limitation, amounts owing to Owners/				
		okers and any other parties who are subject to and protected by Deemed Trust				
		Canada or who maintain Priority Claim rights over the Bank				
Plus	_	portion of accounts included in				
rius		e the over 90 day portion is less than 10% of the amount of accounts, or				
		k has designated as which the Bank has designated as nevertheless good		\$ -		
Good C	anadian/US Acco		Α		\$ 2,291,56	56
	1	ian/US Accounts Receivable at 75% of A	В	•	\$ 1,718,67	 75
Less:	1	ior-Ranking Claims while not		-		_
	limited to th					
Sales ta	x, Excise & GST			\$ 0		
Employ	ee source deduc	tions such as E.I., CPP, Income Tax \$		0		
Worker	rs Compensation	Board \$		\$ 0		
Wages,	Commissions, V	acation Pay \$		00		
Unpaid	Pension Plan Co	ntributions\$		\$0		
Overdu	ie Rent, Property	& Business Tax and potential claims from		\$0		
third p	arties such as sub	contractors		3,402		
Other				\$0_		
Total P	otential Prior-Ra	nking Claims	С	-	\$ 3,40)2_
Borrow	ing Limit/		(B-C)		\$ 1,715,27	
Less: Fa	icility #1 Borrowi	ngs		-	\$ 1,600,00	
Margin	Surplus (Deficit)				\$ 115,27	73

- 3. Annexed hereto are the following reports in respect of the Borrower:
- a) aged list of accounts receivable,
- b) aged list of accounts payable, and
- c) aged list of lein able accounts payable including monies due to owner-operators, contarct carriers, Brokers and all parties protected by Deemed Trust Legislation, and

d) listing of Potential Prior-Ranking Claims.

4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this July 31, 2023
Per: AAM Logistics Inc.
Name: Arsalan Minhas
Title: Director/President

AAM Logistics Inc.

June 2023

-NIL-

AGED LIST OF LEINABLE ACCOUNTS PAYABLE INCLUDING
MONIES DUE TO OWNER-OPERATORS, CONTRACT CARRIERS,
BROKERS AND ALL PARTIES PROTECTED BY DEEMED TRUST LEGISLATION.

-NIL-

	Λ /	Schedule F
Dated this 02	day of August 2023	
Per:	VIII.	
Name:	ARSALAN MINHAS	
Title:	DIRECTOR/ OWNER	

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Schedule "G"

COMPLIANCE CERTIFICATE

, ARSALAN MINHAS	, representing the Borrower hereby certify as of
fiscal year ending DECEMBER 31, 2022	.:

- 1. I am familiar with and have examined the provisions of the Agreement dated August 1, 2023 and any amendments thereto, between A.A.M Logistics Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
- 2. The representations and warranties contained in the Agreement are true and correct.
- 3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.
- 4. The ratio of Fixed Charge Coverage is 1.86:1, being not less than the minimum required ratio of 1.15:1.
- 5. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated t	his <u>02</u>	day of August	, 20 <u>23</u>
Per: 📏	of the		
Name:	ARASAI	LAN MINHAS	
Title:	DIRECT	FOR/ OWNER	
Per:			
Name:			
Title:			

Page 1 of 1

Schedule "H"

RBC COVARITY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("RBC Covarity Dashboard") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "Service"), then the following terms and conditions (the "RBC Covarity Dashboard Terms and Conditions") apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device. Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password...

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User (D" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

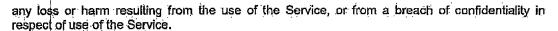
The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

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- 5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.
- 6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.
- If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.
- 7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank will be authorized to rely and act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.
- 8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.
- 9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.
- 10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for



- 11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.
- 12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

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EXHIBIT "C"



Royal Bank of Canada General Security Agreement

SRF: 273892000

BORROWER:A.A.M LOGISTICS INC.

BRANCH ADDRESS: 3300 HIGHWAY 7 W 2ND FLR VAUGHAN, ON L4K 4M3

1. SECURITY INTEREST

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

2. INDEBTEDNESS SECURED

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

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

4. COVENANTS OF THE DEBTOR

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

12. ACCELERATION

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

13. REMEDIES

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

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

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

14. MISCELLANEOUS

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

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

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

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

15. COPY OF AGREEMENT

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR

ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
6375 DIXIE RD, UNIT 203	MISSISSAUGA	ON	L5T 2C7
02	ALICUST OF	000 /	
	- ALUSIO /	1251	
N WITNESS WHEREOF executed this d	ay of AUGUST . 20	023	
N WITNESS WHEREOF executed this <u>02</u> d			.
N WITNESS WHEREOF executed this <u>U2</u> d		LOGISTICS INC	ئ رت.
N WITNESS WHEREOF executed this <u>U2</u> d			<u>ئ</u> ر

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

6375 DIXIE RD, UNIT 203 MISSISSAUĞA ON

CA

L5T 2C7

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

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

EXHIBIT "D"



movement in the name of the persons of the terms.

Royal Bank of Canada Guarantee and Postponement of Claim

SRF: 273892000

BRANCH ADDRESS: 3300 HIGHWAY 7 W 2ND FLR VAUGHAN, ON L4K 4M3

BORROWER:

A.A.M LOGISTICS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities; present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by A.A.M LOGISTICS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, hereforce or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$950,000.00 Nine Hundred Fifty Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

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

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

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

EXECUTED this 02 day of AUGUST 2023

PDA beydeera

AKSALAN MINHAS

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

	Full name and address
ARSALAN MIN	HAS
4 KERWOOD P	LACE, BRAMPTON, ON L6Z 1Y1

EXHIBIT "E"



Royal Bank of Canada Master Lease Agreement

(Common Law) Lessee No: 273892000

This Master Lease Agreement (the "Master Lease Agreement") made as of the 16th day of August, 2023 between

ROYAL BANK OF CANADA ("Lessor")

and

A.A.M LOGISTICS INC. ("Lessee")

Address:

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

4 Kerwood Place Brampton, Ontario L6Z 1Y1

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessormay from time to time, at its option, on the requestor Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalfofLessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1,3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipmentas maybe appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern:
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

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

3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installmentset out in each Leasing Schedule is referred to in Termination Date of Term, all as setout in the relevant Leasing Schedule. In no event shall the effective interestrate payable by the Borrower under any Facility be less than zero.

4. Rent Payment

4.1 Each Installment shall be paid at the office of Lessor, at the

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

this Lease Agreement as an "Installment". The first

Installment is payable on the Commencement Date of the

Term and the last of such Installments is payable on the

5. Ownership

Address:

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

6. Personal Property

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

7. License

7.1 Lessee agrees that Lessor:

(a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render itunusable:

 shall not be liable for any damage done to those lands or premises in exercising those rights, save only such dam age as may be caused by the gross negligence or willful act of

Lessor or its agents or servants; and

 may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the lease

8. Exclusion of Representations and Warranties

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

9. Maintenance and Use

9.1 Lessee will, at its own expense:

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

10. Inspection

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

11 Insurance

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

- includes Lessor (as owner) as an additional named insured, and
- ii) includes a loss payable clause in favor of Lessor;
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.
- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

2. Taxes

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

13. Adverse Claims

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

14. Laws and Regulations

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

15. Alterations

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

16. Loss of Equipment

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

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right,

title and interest in the Equipment to Lessee.

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and

intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax

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

18. Events of Default

18.1 Any of the following is an "Event of Default":

- Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.
- Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.
- 19. Lessor's Remedies on Default
- 19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

- Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:
- take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable:
- withoutterminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the inevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.
- 19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:
- an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
 - five percent(5%);
 - the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19,2 (a); plus
- the amount of any installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease;
- any cost of disposition of the Equipment, less
- the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it maydemand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.
- 19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19,2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

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

21. Option to Purchase

21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.

21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which

such option is being exercised.

21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.

21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the

time of the conclusion of the sale.

21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as -is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.

21.6 Lessee shall bear the cost of any taxes, license or registration fees or otherassessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

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

23. Indemnification

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

24. Assignment of Warranties

24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease. 25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

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

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32, Successors and Assigns

32.1 This Lease Agreement and each Leasing Schedule shall

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

33. Records

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

34. Offset

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

35. Remedies Cumulative

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

36. Time

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

37. Entire Transaction

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

38. No Merger in Judgment

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

39. Further Assurances/Copy of Agreement

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

40. Applicable Law

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

41. Currency

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

42. Language

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

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

43, General

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

44. Electronic Communications

44,1 Any information, disclosure request, instruction, signature, acceptance, agreement, document. instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records. of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any information, disclosure, request, instruction, signature, acceptance. agreement. document. instrument or other communication delivered to Lessor on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. Each such Electronic image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

45. Financial Information

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

In witness whereof the parties hereto (acting, where applicable, the have executed this Lease Agreement on the date indicated on the each of the parties.	nrough their proper signing officers duly authorized in that behalf) in first page hereof, irrespective of the date of actual execution by
Royal Bank of Canada ("Lessor")	A.A.M LOGISTICS INC. ("Lessee")
Ghassay Deko Head, Equipment Finance Solution Centre	per



Leasing Schedule

(Common Law) Lessee # 273892000 Lease # 201000075844

Royal Bank of Canada, as Lessor, hereby leases to AAM LOGISTICS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of August 16, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2013 Utility Dryvan	Triaxle	1UYVS3535DG474125
		DA INC . O/A Standard Truck Sales attachments, additions,		
2. Term	Term (in m Commend			1; August 16, 202; August 16, 2024
3. Rental	GST/HST, PST/QST, Total Month	•		\$2,335.6` \$303.6: \$0.00` \$2,639.3(\$1,200.0)
4. Option to Purchase	Option to F August 15,	Purchase Date 2024		Purchase Price \$1.00
5. Place of Use	4 Kerwood	Place Brampton Ontario L6Z 1Y1		

	
6. Equipment	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has
Acceptance Certificate	been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights,
	defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the
	Equipment, or, without limitation, any latent defect therein.

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

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

date 08/19/2023

EXHIBIT "F"

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS



A Service Provider under Contract with the Ministry of Government Services

Prepared for: Harrison Pensa LLP - Olivia Rajsp

Reference: 200912

Docket:

Search ID: 968808 Date Processed: 15 Apr 2024

Report Type : PPSA Electronic Response

Search Conducted on: A.A.M LOGISTICS INC. Search Type: Business Debtor

DISCLAIMER:

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

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : F

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ENQUIRY SEARCH RESPONSE

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

: A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

: 14APR 2024 SEARCH CONDUCTED ON

FILE CURRENCY

FAMILY (IES). 37 PAGE(S), 122 ENQUIRY NUMBER 20240415100632.90 CONTAINS

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

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

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RUN NUMBER: 106

PROVINCE OF ONTARIO

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ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD 01 REGISTERED R RSLA UNDER 20240412 1043 2758 3897 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 504387234 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 03 02

L5T 2E7 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL 6375 DIXIE RD SUITE 203 AAM LOGISTICS INC BUSINESS NAME ADDRESS NAME

04

L5T 1A6 ONTARIO CORPORATION NO. 1715024 ONTARIO LTD. O/A KALOTY TRUCK & TRAILER REPAIR MISSISSAUGA TPINE LEASING CAPITAL CORPORATION FIRST GIVEN NAME 6050 DIXIE RD BUSINESS NAME ADDRESS DATE OF BIRTH SECURED PARTY / DEBTOR NAME 0 90 08

L6W 3N3 MATURITY DATE ON NO FIXED OR MATURITY DATE OF BRAMPTON AMOUNT MOTOR VEHICLE INCLUDED 246 RUTHERFORD RD S. UNIT # 11 INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS

LIEN CLAIMANT

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EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11945 DESCRIPTION COLLATERAL GENERAL 13 14

BDSL -24-11945

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L7G 5X7 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. GEORGETOWN 162 GUELPH ST UNIT 106 ADDRESS AGENT

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

ID : 20240415100632.90 RUN DATE : 2024/04/15

TYPE OF SEARCH

RUN NUMBER: 106

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN			TOTAL	NO. OF PAGES
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L5T 2E7 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL 6375 DIXIE RD SUITE 203 A.A.M. LOGISTICS INC. AAM LOGISTIC INC FIRST GIVEN NAME ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME 03 0 90 04

L6W 3N3 ONTARIO CORPORATION NO. NO 1715024 ONTARIO LTD. O/A KALOTY TRUCK & TRAILER REPAIR BRAMPTON BRAMPTON 246 RUTHERFORD RD S. UNIT # 11 4 KERWOOD PL ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

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MATURITY DATE NO FIXED OR 3AKJHHDR1KSKJ0299 MATURITY DATE OF V.I.N. AMOUNT 2003 MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL FM2 2019 FREIGHTLINER YEAR MAKE CONSUMER GOODS MOTOR 10

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11946 DESCRIPTION COLLATERAL VEHICLE GENERAL 12 13 14 11

BDSL -24-11946

REGISTERING

L7G 5X7 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. GEORGETOWN 162 GUELPH ST UNIT 106 ADDRESS AGENT 17

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

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REGISTRATION PERIOD REGISTERED UNDER 20240412 1119 2758 3898 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE CAUTION FILING 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

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L5T 1A6 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME TPINE LEASING CAPITAL CORPORATION INITIAL FIRST GIVEN NAME 6050 DIXIE RD ADDRESS BUSINESS NAME DATE OF BIRTH NAME

BUSINESS NAME DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

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CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS

V.I.V MODEL YEAR MAKE 10

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20240411 1130 1590 8243 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 504351099 CAUTION FILING 01

SURNAME INITIAL A.A.M. LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03

NOB 2C0 ONTARIO CORPORATION NO. MORRISTOWN SURNAME INITIAL FIRST GIVEN NAME 31 WHITCOMB WAY ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

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M5H 1C4 ONTARIO CORPORATION NO. NO TORONTO 20 KING STREET WEST, 2ND FLOOR ROYAL BANK OF CANADA ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE NO FIXED OR 3ALACXFD5JDJL3090 MATURITY DATE OF V.I.N. AMOUNT MOTOR VEHICLE INCLUDED 18 FREIGHTLIN × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE 2018 M2 CONSUMER GOODS MOTOR 11 10

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HARRISON PENSA LLP (MVI/200912) DESCRIPTION REGISTERING COLLATERAL GENERAL AGENT 13 14

2013 UTILITY TRAILER

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9 N6A 4K3 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. LONDON 1101 - 130 DUFFERIN AVE. P.O. BOX 3237 ADDRESS

PROVINCE OF ONTARIO

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FORM 4C MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER PAGES TOTAL ОF PAGE NO. FILE NUMBER 504351099

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PROVINCE OF ONTARIO

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

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 4C MOTOR VEHICLE SCHEDULE : 14APR 2024 FILE CURRENCY

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ID : 20240415100632.90 TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. FILE CURRENCY : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
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REGISTRATION PERIOD 01 REGISTERED R RSLA UNDER 20240402 1704 2758 3723 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. PAGE 001 CAUTION FILING 01 02

ONTARIO CORPORATION NO. TPINE LEASING CAPITAL CORPORATION BUSINESS NAME DEBTOR NAME 03

L5T 1A6 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL A.A.M. LOGISTICS INC. FIRST GIVEN NAME 6050 DIXIE ROAD ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

L6Z 1X1 BRAMPTON DYNAMIC CIVIL RECOVERY CORP. 4 KERWOOD PL ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

111-4 ALLIANCE BLVD

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MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT 1893 MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER COLLATERAL CLASSIFICATION CONSUMER GOODS 10

1UYVS2533R3025714 V.I.N. MODEL VS2 2024 UTILITY YEAR MAKE VEHICLE MOTOR 12 11

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24D-3707 DESCRIPTION COLLATERAL GENERAL

ADDRESS AGENT 17

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

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REGISTRATION PERIOD 01 REGISTERED R RSLA UNDER 20240402 1708 2758 3724 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE 504028026 CAUTION FILING 00 01

ONTARIO CORPORATION NO. TPINE LEASING CAPITAL CORPORATION BUSINESS NAME DEBTOR NAME 03 02

L5T 1A6 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL A.A.M. LOGISTICS INC. FIRST GIVEN NAME 6050 DIXIE ROAD ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

L4M 7G3 L6Z 1X1 NO NO FIXED DATE OF BRAMPTON BARRIE AMOUNT MOTOR VEHICLE DYNAMIC CIVIL RECOVERY CORP. 111-4 ALLIANCE BLVD 4 KERWOOD PL ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / CONSUMER LIEN CLAIMANT 08

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MATURITY DATE OR 1UYVS2530R3025718 MATURITY V.I.N. 1582 INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL VS2 2024 UTILITY YEAR MAKE GOODS 10 11

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, COLLATERAL GENERAL 13 14

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THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24D-3707 DESCRIPTION REGISTERING

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

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD 01 REGISTERED R RSLA UNDER 20240402 1711 2758 3726 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 504028701 CAUTION FILING 00

SURNAME TPINE LEASING CAPITAL CORPORATION INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03 01 02

L5T 1A6 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL FIRST GIVEN NAME 6050 DIXIE ROAD ADDRESS DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. BRAMPTON DYNAMIC CIVIL RECOVERY CORP. 4 KERWOOD PL ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

A.A.M. LOGISTICS INC.

BUSINESS NAME

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L4M 7G3 MATURITY DATE NO NO FIXED OR MATURITY DATE OF BARRIE AMOUNT 1187 MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER 111-4 ALLIANCE BLVD ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS 10

1UYVS2532R3025719 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, V.I.N. MODEL VS2 2024 UTILITY YEAR MAKE VEHICLE GENERAL MOTOR 12 13 11

EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24D-3707 DESCRIPTION REGISTERING COLLATERAL 14

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

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RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024

FILE CURRENCY

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

REGISTRATION PERIOD ** THIS REGISTRATION HAS BEEN DISCHARGED ** REGISTERED P PPSA UNDER 20231207 1254 1532 4072 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGES ОF NO. PAGE 001 FILE NUMBER 501037236 CAUTION FILING 01

ONTARIO CORPORATION NO. SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03 04

ONTARIO CORPORATION NO. HALTON HILLS SURNAME INITIAL 7870 WINSTON CHURCHILL BLVD FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

L7L 6M1 NO NO FIXED DATE OF BURLINGTON AMOUNT MOTOR VEHICLE 5575 NORTH SERVICE RD, STE 300 ROYAL BANK OF CANADA ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / CONSUMER LIEN CLAIMANT

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MATURITY DATE OR 3AKJHHDR1KSKF4900 MATURITY V.I.N. INCLUDED × CASCADIA INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2019 FREIGHTLINER YEAR MAKE GOODS MOTOR 10 11

3AKJHHDR1KSKJ0299 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000077634. 5X 2019 FREIGHTLINER CASCADIA HIGHWAY TRACTORS, VIN 3AKJHHDR1KSKF4900 / 3AKJHHDR1KSKJ0299 / CASCADIA EQUIPMENT DESCRIPTION, 2019 FREIGHTLINER DESCRIPTION COLLATERAL VEHICLE GENERAL 12 13 14

D + H LIMITED PARTNERSHIP

REGISTERING

17

L4Z 1H8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

RUN NUMBER: 106

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : F

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ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

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

REGISTRATION PERIOD REGISTERED UNDER 20231207 1254 1532 4072 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 501037236 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

ADDRESS

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

3AKJHHDRXKSKF4958 3AKJHHDR7KSKF4920 3AKJHHDR7KSKF4920 / 3AKJHHDRXKSKF4958 / 3AKJHHDR3KSKJ0417 TOGETHER V.I.N. CASCADIA CASCADIA MODEL 2019 FREIGHTLINER 2019 FREIGHTLINER YEAR MAKE VEHICLE MOTOR 12 13 11

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, DESCRIPTION COLLATERAL

ADDRESS AGENT 17

REGISTERING

GENERAL

10

14

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

** THIS REGISTRATION HAS BEEN DISCHARGED ** FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR : 14APR 2024 TYPE OF SEARCH FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20231207 1254 1532 4072 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 003 NO. PAGE FILE NUMBER 501037236 CAUTION FILING 00

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

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. BUSINESS NAME NAME

ADDRESS

SECURED PARTY /

08

07

0 90

04

01

NO FIXED DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER LIEN CLAIMANT

MATURITY DATE OR 3AKJHHDR3KSKJ0417 MATURITY V.I.N. INCLUDED CASCADIA INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2019 FREIGHTLINER YEAR MAKE GOODS VEHICLE MOTOR 12 11 10

CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, DESCRIPTION COLLATERAL

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

ADDRESS AGENT 17

REGISTERING

GENERAL

13 14

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

PROVINCE OF ONTARIO

REPORT : F

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

REGISTRATION PERIOD ** THIS REGISTRATION HAS BEEN DISCHARGED ** REGISTERED UNDER 20231207 1254 1532 4072 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGES ОF NO. PAGE FILE NUMBER 501037236 CAUTION FILING 00

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

004

01

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME DEBTOR NAME 03 02

04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

08

07

VEHICLE MOTOR 12 11

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER DESCRIPTION COLLATERAL GENERAL 13 14

ADDRESS REGISTERING AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

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

REGISTRATION PERIOD REGISTERED UNDER 20231207 1254 1532 4072 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 501037236 CAUTION FILING 00

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

01

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. COLLATERAL VEHICLE GENERAL 12 13 14

ADDRESS REGISTERING AGENT 17

DESCRIPTION

MOTOR

11

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024

FILE CURRENCY

21

REGISTERED UNDER 20231207 1437 1532 4231 REGISTRATION FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. 001 CAUTION FILING 01

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 501037236 PAGE AMENDED FILE NUMBER REFERENCED RECORD

SURNAME A AMENDMENT INITIAL FIRST GIVEN NAME 22

A.A.M LOGISTICS INC. BUSINESS NAME REFERENCE DEBTOR/ 23

ADD DEBTOR OTHER CHANGE TRANSFEROR REASON/

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DESCRIPTION 02/ 28 27

BRAMPTON A.A.M LOGISTICS INC. 4 KERWOOD PLACE ADDRESS BUSINESS NAME TRANSFEREE DEBTOR/ 04/07 03/ 0 2

L6Z1Y1

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ASSIGNOR

29

ADDRESS

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

V.I.V MODEL MAKE YEAR MOTOR 10 11

VEHICLE GENERAL

13

MISSISSAUGA D + H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS REGISTERING AGENT OR SECURED PARTY/ DESCRIPTION COLLATERAL 14 15

LIEN CLAIMANT

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

17 CONTINUED ...

L4Z 1H8

NO

RUN NUMBER: 106

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20240408 0930 1532 7216 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. 001 CAUTION FILING

> 01 21

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 501037236 PAGE AMENDED FILE NUMBER REFERENCED RECORD

SURNAME C DISCHARGE INITIAL FIRST GIVEN NAME 22

REFERENCE 23

A.A.M LOGISTICS INC. BUSINESS NAME DEBTOR/

TRANSFEROR

OTHER CHANGE DESCRIPTION REASON/ 28 27

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 2

ADDRESS 04/07

ASSIGNOR

29

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS COLLATERAL CLASSIFICATION

CONSUMER

MATURITY DATE OR MATURITY V.I.V AMOUNT INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

NO FIXED

DATE OF

MOTOR VEHICLE

MODEL MAKE YEAR 11

VEHICLE MOTOR

DESCRIPTION COLLATERAL GENERAL 13 14 15

D + H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FLOOR REGISTERING AGENT OR

NO MISSISSAUGA ADDRESS SECURED PARTY/ LIEN CLAIMANT

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

18 CONTINUED ...

L4Z 1H8

PROVINCE OF ONTARIO

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RUN NUMBER : 106	MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY	
RUN DATE : 2024/04/15	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	√GE
ID : 20240415100632.90	ENQUIRY SEARCH RESPONSE	
TYPE OF SEARCH : BUSINESS DEBTOR		
SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.		
FILE CURRENCY : 14APR 2024		

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			.7	70		FIRST GI		A.A.M LO		4 KERWOOD PLACE	FIRST GI		A.A.M LO		7870 WIN	ROYAL BA		5575 NOR								FURTHER DE	RIPTION,	LFUJHHDR2	D + H LI		2 ROBERT *** FOR
FINANCING STATEMENT / CLAIM			TOTAL	OF PAGES	2	Ŧ		NAME		ADDRESS	T		NAME		ADDRESS			ADDRESS	ION		ORY EQUIPMENT	×		LINER	LINER	AS					ADDRESS
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FINAN	Z	501039819	ION	NG		DATE		Щ			DATE		Щ			PARTY /	IMANT		AL CLAS	CONSUMER	GOODS		YEAR	2022	2022		AL	ION	ING		
FORM 1C	FILE	501	CAUTION	FILING			DEBTOR	NAME				DEBTOR	NAME			SECURED PARTY	LIEN CLAIMANT		COLLATERAL CLASSIFICATION	Ū	-			MOTOR	VEHICLE	GENERAL	COLLATERAL	DESCRIPTION	REGISTERING	AGENT	
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19

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

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PAGE

ID : 20240415100632.90 TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE : 2024/04/15

RUN NUMBER: 106

** THIS REGISTRATION HAS BEEN DISCHARGED ** FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20231207 1459 1532 4267 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE FILE NUMBER 501039819 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH NAME 03 04

ONTARIO CORPORATION NO. BUSINESS NAME DEBTOR NAME 0 90

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

10

3AKJHHDR9NSNC3410 3AKJHHDR8NSNC3446 3AKJHHDR9NSNC3410 / 3AKJHHDR8NSNC3446 / 3AKJHHDR5NSNC3386 TOGETHER V.I.N. CASCADIA CASCADIA MODEL 2022 FREIGHTLINER 2022 FREIGHTLINER YEAR MAKE VEHICLE GENERAL MOTOR 12 13 11

SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, DESCRIPTION COLLATERAL

14

16 REGISTERING AGENT 17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE RUN DATE : 2024/04/15

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

REGISTRATION PERIOD ** THIS REGISTRATION HAS BEEN DISCHARGED ** REGISTERED UNDER 20231207 1459 1532 4267 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGES ОF 003 NO. PAGE FILE NUMBER 501039819 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

> 0 90

08

07

ONTARIO CORPORATION NO.

NO FIXED DATE OF AMOUNT MOTOR VEHICLE ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

CASCADIA

2022 FREIGHTLINER

VEHICLE

12

MOTOR

11

3AKJHHDR5NSNC3386

IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, DESCRIPTION COLLATERAL GENERAL 13 14

ADDRESS REGISTERING AGENT 17

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

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : F

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RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024

FILE CURRENCY

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

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

REGISTRATION PERIOD REGISTERED UNDER 20231207 1459 1532 4267 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 004 PAGE NO. 501039819 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MOTOR

11

RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF COLLATERAL VEHICLE GENERAL 12 13 14

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

ADDRESS AGENT 17

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

501039819

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: BUSINESS DEBTOR

TYPE OF SEARCH

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

REGISTRATION PERIOD REGISTERED UNDER 20231207 1459 1532 4267 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE CAUTION FILING 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

> 0 90

02

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

V.I.V MODEL YEAR MAKE MOTOR 11

PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. COLLATERAL GENERAL 12 13 14

DESCRIPTION REGISTERING

AGENT

VEHICLE

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

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* * *

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20240408 0928 1532 7167 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. 001 CAUTION FILING

> 01 21

22

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 501039819 PAGE AMENDED FILE NUMBER REFERENCED RECORD

SURNAME C DISCHARGE INITIAL FIRST GIVEN NAME

REFERENCE

A.A.M LOGISTICS INC. BUSINESS NAME DEBTOR/ 23

TRANSFEROR

OTHER CHANGE

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DESCRIPTION REASON/ 02/ 28 27

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 5

ADDRESS

04/07

29

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ASSIGNOR

ADDRESS

COLLATERAL CLASSIFICATION

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

V.I.V 10

MODEL MAKE YEAR MOTOR

DESCRIPTION COLLATERAL 14 15

VEHICLE GENERAL

11

13

NO MISSISSAUGA D + H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT

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

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L4Z 1H8

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20231109 0930 1532 9481 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE 500160861 CAUTION FILING 00 01

L621Y1 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH DEBTOR DEBTOR NAME NAME 03 0 90 02 04

L6K 0J8 NO NO FIXED MATURITY DATE OF OAKVILLE AMOUNT MOTOR VEHICLE BOX 1800 RPO LAKESHORE WEST FORD CREDIT CANADA COMPANY INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE

OR

INCLUDED

GOODS

08

07

1FMJU2A85REA07322 V.I.V × EXPEDT MODEL 2024 FORD YEAR MAKE VEHICLE MOTOR 12 13 11 10

NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR D + H LIMITED PARTNERSHIP ADDRESS REGISTERING AGENT 17

DESCRIPTION

COLLATERAL

14

GENERAL

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L4Z 1H8

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 797586138 FILE CURRENCY 00

REGISTRATION PERIOD 07 REGISTERED P PPSA UNDER 20230928 0821 1532 1522 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE CAUTION FILING DEBTOR 01

ONTARIO CORPORATION NO. A.A.M LOGISTICS INC. BUSINESS NAME NAME 03 02 04

L621Y1 ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL FIRST GIVEN NAME 4 KERWOOD PL ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME 0 90

16С0Н9 NO BRAMPTON MARKHAM HONDA CANADA FINANCE INC. 58 ELYSIAN FIELDS CIR 180 HONDA BLVD ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

08

07

MATURITY DATE NO FIXED OR MATURITY 25SEP2030 DATE OF AMOUNT 53076.00 MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE CONSUMER GOODS 10

5FNYG1H83PB503581 PILOT 2023 HONDA GENERAL VEHICLE MOTOR 12 13 11

MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR D + H LIMITED PARTNERSHIP ADDRESS REGISTERING AGENT

DESCRIPTION

17

COLLATERAL

14

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

L4Z 1H8

NO

PROVINCE OF ONTARIO

REPORT : F

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

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC. FILE CURRENCY: 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE 797586138 CAUTION FILING 00

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

002

01

ONTARIO CORPORATION NO. THOROLD ZAIB 20 OVATION DR ALI ADDRESS BUSINESS NAME 08SEP1988 DEBTOR NAME 03 02 04

L2V0K3 SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

08

07

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS 10

MOTOR 11

12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING

AGENT

17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230921 1101 1532 0153 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE 797378832 CAUTION FILING 00 01

L6Z1Y1 ONTARIO CORPORATION NO. BRAMPTON A.A.M LOGISTICS INC. 4 KERWOOD PL ADDRESS BUSINESS NAME DEBTOR NAME 03 02 04

SURNAME

INITIAL

FIRST GIVEN NAME

DATE OF BIRTH

ONTARIO CORPORATION NO. BUSINESS NAME DEBTOR NAME 0 90

L6K 0J8 NO OAKVILLE BOX 1800 RPO LAKESHORE WEST FORD CREDIT CANADA COMPANY ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR 1FT6W1EV7PWG21391 MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL F150 2023 FORD YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

COLLATERAL CLASSIFICATION

07

CONSUMER

COLLATERAL VEHICLE GENERAL 12 13 14 11

L4Z 1H8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

D + H LIMITED PARTNERSHIP

DESCRIPTION REGISTERING

17

MOTOR

PROVINCE OF ONTARIO

REPORT : F

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20240129 1000 1532 1020 REGISTRATION FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. CAUTION FILING

> 01 21

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 797378832 PAGE AMENDED FILE NUMBER REFERENCED RECORD

SURNAME A AMENDMENT INITIAL FIRST GIVEN NAME

REFERENCE 23

A.A.M LOGISTICS INC. BUSINESS NAME DEBTOR/

TRANSFEROR

PLEASE AMEND LIEN IN PROVINCE OF ON RELEASING A A M LOGISTICS INC OTHER CHANGE REASON/

SK APEX SOLUTION INC ADDING DESCRIPTION 28

SURNAME INITIAL SK APEX SOLUTION INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH TRANSFEREE DEBTOR/ 03/ 02/ 0 5

75 CHERRYLAWN AVE

ADDRESS

ASSIGNOR

29

04/07

ONTARIO CORPORATION NO.

NORTH YORK

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

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

MATURITY DATE V.I.V MODEL MAKE YEAR MOTOR 10 11

MISSISSAUGA D + H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS REGISTERING AGENT OR SECURED PARTY/ DESCRIPTION 15

LIEN CLAIMANT

COLLATERAL

VEHICLE GENERAL

> 13 14

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

29 CONTINUED ...

L4Z 1H8

NO

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

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	FILE NUMBER	씸						
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	CAUTION	PAGE		TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATIO
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SURNAME

INITIAL

FIRST GIVEN NAME

DATE OF BIRTH

DEBTOR

07

ATION.

L6Z 1X1 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME 03 0 90 04

L4W 1J3 NO NO FIXED MATURITY MISSISSAUGA DATE OF AMOUNT MOTOR VEHICLE TIP FLEET SERVICES CANADA LTD 1880 BRITANNIA ROAD EAST INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR 1JJV532W89L253371 1DW1A53248B046601 V.I.N. VAN-HIGHWAY-53-TAN INCLUDED VAN-HIGHWAY-53-× MODEL 2008 STOUGHTON 2009 WABASH YEAR MAKE GOODS VEHICLE MOTOR 12 13 10

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

ESC CORPORATE SERVICES LTD.

DESCRIPTION REGISTERING

17

COLLATERAL

14

GENERAL

30 CONTINUED ...

M5V 1K4

PROVINCE OF ONTARIO

REPORT : F 30

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

: BUSINESS DEBTOR TYPE OF SEARCH

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC. FILE CURRENCY: 14APR 2024

ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

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

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PROVINCE OF ONTARIO

REPORT : F 31

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

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

: 14APR 2024 FILE CURRENCY

FORM 4C MOTOR VEHICLE SCHEDULE

TOTAL PAGES ОF NO. PAGE FILE NUMBER 797034204

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45 46 47

43 44 REGISTRATION NUMBER

5V8VC5320EM402850 5V8VC5324EM402821 V.I.N. 20230911 0933 1901 9093 VAN-HIGHWAY-53-T VAN-HIGHWAY-53-T VANGUARD VANGUARD MAKE 003 2014 YEAR 2014

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

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230821 0852 1532 7992 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH 001 PAGE NO. 796391244 CAUTION FILING 00 01

T6Y 6E8 ONTARIO CORPORATION NO. BRAMPTON MINHAS CIR 58 ELYSIAN FIELDS ARSALAN ADDRESS BUSINESS NAME 23JAN1992 DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL VW CREDIT CANADA INC. A.A.M LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME DATE OF BIRTH SECURED PARTY / DEBTOR NAME 0 90

07

L1V 0C4 MATURITY DATE NO NO FIXED OR MATURITY DATE OF PICKERING AMOUNT MOTOR VEHICLE INCLUDED 500-1340 PICKERING PKY INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS LIEN CLAIMANT

WA14ABGE2RB010827 11AUG2028 142788.98 Q8 E-TRON SUV × MODEL YEAR MAKE 2024 AUDI VEHICLE MOTOR 12 10 $\frac{1}{1}$

L4Z 1H8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

D + H LIMITED PARTNERSHIP

DESCRIPTION REGISTERING

17

COLLATERAL

GENERAL

13 14

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

ID : 20240415100632.90 RUN DATE : 2024/04/15

TYPE OF SEARCH

RUN NUMBER: 106

			REGISTERED
			REGISTRATION
FOR LIEN			MOTOR VEHICLE
FINANCING STATEMENT / CLAIM FOR LIEN			TOTAL
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	FILE NUMBE	796260654	CAUTION
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PERIOD P PPSA UNDER 20230816 0851 1532 5678 NUMBER SURNAME INITIAL SCHEDULE A.A.M LOGISTICS INC FIRST GIVEN NAME PAGES BUSINESS NAME OF DATE OF BIRTH NO. 001 FILING DEBTOR NAME

03

04

01

0 90

07

REGISTRATION

ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

L7L 6M1 NO BURLINGTON 5575 NORTH SERVICE RD, STE 300 ROYAL BANK OF CANADA ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE CONSUMER GOODS 11 10

AS PER MASTER LEASE AGREEMENT DATED AUGUST 16, 2023 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, D + H LIMITED PARTNERSHIP DESCRIPTION REGISTERING COLLATERAL GENERAL 13 14

VEHICLE

12

17

MOTOR

L4Z 1H8 34 CONTINUED... ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE RUN DATE : 2024/04/15

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20230816 0851 1532 5678 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE FILE NUMBER 796260654 CAUTION FILING 00 01

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

BUSINESS NAME NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

VEHICLE MOTOR

11

ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY COLLATERAL GENERAL 12 13 14

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

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN DATE : 2024/04/15

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTERED REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 796260654 CAUTION 00

REGISTRATION

PERIOD

UNDER

NUMBER

SCHEDULE

PAGES

ОF

FILING

01

003 NO.

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. ADDRESS 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0

BUSINESS NAME NAME 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS

V.I.V MODEL YEAR MAKE MOTOR

DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN COLLATERAL VEHICLE GENERAL

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

ADDRESS AGENT 17

REGISTERING

12 13 14

10

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC.
FILE CURRENCY: 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF PAGE NO. FILE NUMBER 796260654 CAUTION FILING 00

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

004

01

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

08

10

07

V.I.V MODEL YEAR MAKE MOTOR 11

PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR DESCRIPTION COLLATERAL VEHICLE GENERAL 12 13 14

ADDRESS REGISTERING AGENT 17 CONTINUED... 37

* * *

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

RUN DATE : 2024/04/15

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

FILE NUMBER

REGISTRATION REGISTERED UNDER 20230816 0851 1532 5678 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 796260654 CAUTION FILING 00 01

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 90

0

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

V.I.V MODEL YEAR MAKE MOTOR 11

COLLATERAL. COLLATERAL GENERAL VEHICLE 12 13 14

DESCRIPTION REGISTERING AGENT ADDRESS

17

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

				REGISTRATION	PERIOD	01
				REGISTERED	UNDER	P PPSA
				REGISTRATION	NUMBER	20230816 0853 1532 5682
	1 FOR LIEN			MOTOR VEHICLE	SCHEDULE	2.
024	FINANCING STATEMENT / CLAIM FOR LIEN			TOTAL	PAGES	4
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: 14APR 2024	CING			PAGE	NO.	001
FILE CURRENCY	FORM 1C FINAN	FILE NUMBER	796260744	CAUTION	FILING	
FILE (0.0			01

SURNAME

INITIAL

FIRST GIVEN NAME

DATE OF BIRTH

DEBTOR

ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PLACE BUSINESS NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME 03 0 90 04

L7L 6M1 ONTARIO CORPORATION NO. NO BURLINGTON 5575 NORTH SERVICE RD, STE 300 ROYAL BANK OF CANADA ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR 1UYVS3535DG474125 MATURITY DATE OF V.I.N. AMOUNT INCLUDED × TRIAXLE INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2013 UTILITY YEAR MAKE GOODS MOTOR 11 10

MOTOR VEHICLE

CONSUMER

08

07

NO FIXED

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000075844. WITH ALL ATTACHMENTS, ACCESSORIES, EQUIPMENT DESCRIPTION, 2013 UTILITY TRIAXLE DRYVAN, VIN 1UYVS3535DG474125 TOGETHER DESCRIPTION COLLATERAL VEHICLE GENERAL 12 13 14

D + H LIMITED PARTNERSHIP

REGISTERING

L4Z 1H8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT 17

PROVINCE OF ONTARIO

REPORT : F

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

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230816 0853 1532 5682 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 796260744 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO. ADDRESS 07

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MATURITY DATE

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MOTOR

11

THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS COLLATERAL VEHICLE GENERAL 12 13 14 FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT DESCRIPTION REGISTERING AGENT

ADDRESS

17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230816 0853 1532 5682 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 003 NO. PAGE 796260744 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS SECURED PARTY / 08 07

LIEN CLAIMANT

ONTARIO CORPORATION NO.

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

V.I.V MODEL YEAR MAKE MOTOR 11 10

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, COLLATERAL VEHICLE GENERAL 12 13 14

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

ADDRESS

AGENT

17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGES ОF NO. PAGE FILE NUMBER 796260744 CAUTION FILING 00

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

004

01

DEBTOR 02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS SECURED PARTY / 08 07

ONTARIO CORPORATION NO.

NO FIXED

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

VEHICLE MOTOR

11

ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR COLLATERAL GENERAL 12 13 14

THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230802 1405 1532 8798 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 795867147 CAUTION FILING 01

ONTARIO CORPORATION NO. SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03

L5T 2C7 ONTARIO CORPORATION NO. MISSISSAUGA SURNAME INITIAL 6375 DIXIE RD -UNIT 203 FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

M2P 0A4 NO TORONTO 36 YORK MILLS ROAD, 4TH FLOOR ROYAL BANK OF CANADA ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

COLLATERAL GENERAL VEHICLE MOTOR 12 13 14

L4Z 1H8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

D + H LIMITED PARTNERSHIP

DESCRIPTION REGISTERING

17

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230727 1419 1793 5061 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE 795666312 CAUTION FILING 01

A.A.M LOGISTICS INC BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. 2454270 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

> 0 90

07

04

L5T2N5 NO MISSISSAUGA 1450 MEYERSIDE DR., SUITE 401 TPINE FINANCIAL SERVICES INC. ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MATURITY DATE OR 1FUJHHDR9NLMZ5222 4V4NC9EH4MN281779 MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE 2022 FRHT 2021 VOLV GOODS VEHICLE MOTOR 12 11

ALL PRESENT AND AFTER-ACQUIRED PROPERTY DESCRIPTION COLLATERAL GENERAL 13 14

TPINE FINANCIAL SERVICES

REGISTERING

AGENT

17

L5T2N5 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 1450 MEYERSIDE DR. ADDRESS

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE RUN DATE : 2024/04/15 RUN NUMBER: 106

ID : 20240415100632.90

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230727 1419 1793 5061 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 795666312 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

0 5

02

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

1FUJGLDR7HLJC9541 1FUJGLDR4HLHL6407 TT TT 2017 FRHT 2017 FRHT VEHICLE GENERAL MOTOR 12 13 11

16 REGISTERING AGENT ADDRESS

DESCRIPTION

COLLATERAL

14

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20240216 1833 1793 2593 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. 001 CAUTION FILING

01

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED NO SPECIFIC PAGE AMENDED 795666312 PAGE AMENDED FILE NUMBER REFERENCED RECORD 21

SURNAME F PART DISCH INITIAL FIRST GIVEN NAME 22

REFERENCE 23

A.A.M LOGISTICS INC. BUSINESS NAME TRANSFEROR DEBTOR/

OTHER CHANGE DESCRIPTION REASON/ 28 27

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 5

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS ASSIGNOR 04/07 29

ADDRESS

COLLATERAL CLASSIFICATION

08

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

1FUJHHDR9NLMZ5222 V.I.N. MODEL E FRHT MAKE 2022 YEAR VEHICLE MOTOR 12 10 11

MISSISSAUGA TPINE FINANCIAL SERVICES 1450 MEYERSIDE DR. ADDRESS REGISTERING AGENT OR SECURED PARTY/ DESCRIPTION 15

LIEN CLAIMANT

COLLATERAL

GENERAL

13 14 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20240221 1017 1793 2721 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES OF PAGE NO. 001 CAUTION FILING

795666312 FILE NUMBER RECORD 01 21

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

SURNAME F PART DISCH INITIAL FIRST GIVEN NAME 22

REFERENCE 23

A.A.M LOGISTICS INC. BUSINESS NAME DEBTOR/

TRANSFEROR

OTHER CHANGE DESCRIPTION REASON/ 28 27

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 5

ADDRESS 04/07

ASSIGNOR

29

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS COLLATERAL CLASSIFICATION 08

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER CONSUMER GOODS 10

4V4NC9EH4MN281779 V.I.N. MODEL E VOLV MAKE 2021 YEAR VEHICLE MOTOR 12 11

TPINE FINANCIAL SERVICES 1450 MEYERSIDE DR. ADDRESS REGISTERING AGENT OR SECURED PARTY/ DESCRIPTION 15

LIEN CLAIMANT

COLLATERAL

GENERAL

13 14 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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MISSISSAUGA

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FILE	FILE CURRENCY	••	: 14APR 2024	R 202	2.4				
	FORM 1C	FINANC	ING S.	TATEN	TENT / CI	FINANCING STATEMENT / CLAIM FOR LIEN			
	FILE	FILE NUMBER							
00	7956	795678354							
	CAUTION	NO	PAGE		TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
	FILING	D D	NO.	OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
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SURNAME

INITIAL

FIRST GIVEN NAME

DATE OF BIRTH

DEBTOR

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L6Y6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL 58 ELYSIAN FIELDS CIR A.A.M LOGISTICS INC FIRST GIVEN NAME ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME

G5Y7X3 Ŋ SAINT-GEORGES 11505, 1ST AVENUE, SUITE 500 FINLOC 2000 INC. ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MATURITY DATE OR 3H3V532K4RJ187006 3H3V532K6RJ187007 MATURITY INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL VC2 VC2 2024 HYUNDAI 2024 HYUNDAI YEAR MAKE GOODS VEHICLE GENERAL MOTOR 12 13 11 10

G5Y7X3 Ŋ * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. SAINT-GEORGES 11505, 1ST AVENUE, SUITE 500 ADDRESS AGENT

FINLOC 2000 INC.

REGISTERING DESCRIPTION COLLATERAL

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14

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230721 1354 1902 2781 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL ОF NO. 001 PAGE 795487581 CAUTION FILING 00 01

SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03 02

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN ADDRESS DATE OF BIRTH 23JAN1992 DEBTOR 0 04

BUSINESS NAME

NAME

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07

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON TFG FINANCIAL CORPORATION 4 KERWOOD PLACE ADDRESS SECURED PARTY /

V5C 6A7 MATURITY DATE $\mathbf{B}^{\mathbf{C}}$ NO FIXED OR MATURITY DATE OF BURNABY AMOUNT MOTOR VEHICLE INCLUDED 400 - 4180 LOUGHEED HIGHWAY INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS LIEN CLAIMANT 08 10

3H3V532K6RJ187010 3H3V532K8RJ187011 THREE (3) 2024 HYUNDAI 53' TRAILER VIN 3H3V532K6RJ187010, VIN V.I.N. × TRAILER TRAILER MODEL 2024 HYUNDAI 2024 HYUNDAI YEAR MAKE VEHICLE GENERAL MOTOR 12 13 11

BC TRAILER VIN 1UYVS253XK7579623, VIN 1UYVS2531K7579624 TOGETHER WITH VERNON ESC CORPORATE SERVICES LTD. 201-1325 POLSON DR. ADDRESS DESCRIPTION REGISTERING AGENT 17

3H3V532K5RJ187015 TWO (2) 2019 UTILITY 53'

3H3V532K8RJ187011, VIN

COLLATERAL

14

49 CONTINUED...

* * *

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

V1T 8H2

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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REGISTRATION

MOTOR VEHICLE SCHEDULE

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NUMBER

PERIOD

RUN DATE : 2024/04/15 RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR : 14APR 2024 ID : 20240415100632.90 FILE NUMBER 795487581 TYPE OF SEARCH FILE CURRENCY 00

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

ADDRESS SECURED PARTY / 08

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

ADDRESS

LIEN CLAIMANT

07

3H3V532K5RJ187015 1UYVS253XK7579623 V.I.V TRAILER TRAILER MODEL 2024 HYUNDAI 2019 UTILITY YEAR MAKE VEHICLE MOTOR 12 11 10

SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DESCRIPTION REGISTERING COLLATERAL 14

ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

GENERAL

13

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FILE NUMBER 795487581 00

REGISTRATION PERIOD REGISTERED UNDER 20230721 1354 1902 2781 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH 003 NO. PAGE CAUTION FILING 01

BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. ADDRESS

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

08

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MATURITY DATE NO FIXED OR 1UYVS2531K7579624 MATURITY DATE OF V.I.V AMOUNT MOTOR VEHICLE INCLUDED TRAILER INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2019 UTILITY YEAR MAKE CONSUMER GOODS 11 10

RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A COLLATERAL VEHICLE GENERAL 12 13 14

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

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

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RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

: BUSINESS DEBTOR TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230721 1354 1902 2781 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 004 NO. PAGE 795487581 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

90

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02

ONTARIO CORPORATION NO.

ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

ADDRESS

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

V.I.V MODEL YEAR MAKE MOTOR 11

10

COLLATERAL. COLLATERAL GENERAL VEHICLE 12 13 14

ADDRESS REGISTERING AGENT 17

DESCRIPTION

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

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* * *

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC. FILE CURRENCY: 14APR 2024

REGISTERED REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 795104154 CAUTION

PERIOD P PPSA UNDER 20230710 1421 1902 8660 NUMBER SURNAME INITIAL SCHEDULE FIRST GIVEN NAME PAGES ОF DATE OF BIRTH NO. 001 FILING DEBTOR 03 01

REGISTRATION

T6Y 6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL 58 ELYSIAN FIELDS CIR A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME

0 5

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04

V3T 0K7 BC SURREY COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 KING GEORGE BLVD ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

COLLATERAL CLASSIFICATION

CONSUMER

3H3V532K8RJ064017 3H3V532K7RJ064025 THREE (3) USED 2024 HYUNDAI 53' TRAILERS S/N 3H3V532K8RJ064017 & S/N ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, TOGETHER WITH ALL 3H3V532K7RJ064025 & S/N 3H3V532K1RJ187013 53' TRAILER 53' TRAILER 2024 HYUNDAI 2024 HYUNDAI DESCRIPTION COLLATERAL VEHICLE GENERAL MOTOR 12 13 14 11

ESC CORPORATE SERVICES LTD.

REGISTERING

17

V1T 8H2 BC * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. VERNON 201-1325 POLSON DR. ADDRESS AGENT

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20230710 1421 1902 8660 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 795104154 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

> 0 90

ONTARIO CORPORATION NO.

ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

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

3H3V532K1RJ187013 V.I.N. 53' TRAILER MODEL 2024 HYUNDAI YEAR MAKE VEHICLE MOTOR 12 11 10

COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY DESCRIPTION REGISTERING

COLLATERAL

GENERAL

13 14

DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

ADDRESS AGENT 17

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

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTRATION MOTOR VEHICLE TOTAL PAGE FILE NUMBER 795104154 CAUTION 00

REGISTRATION

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UNDER

NUMBER

SCHEDULE

PAGES

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NO. 003

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01

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

BUSINESS NAME DEBTOR NAME 02

ONTARIO CORPORATION NO. ADDRESS 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

ONTARIO CORPORATION NO. ADDRESS 0 90

07

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES COLLATERAL GENERAL

VEHICLE

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MOTOR

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DESCRIPTION REGISTERING AGENT

ADDRESS

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR : 14APR 2024 TYPE OF SEARCH FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230628 1807 1901 4118 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE FILE NUMBER 794784249 CAUTION FILING 00 01

T6Y 6E8 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL 58 ELYSIAN FIELDS CIR, A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME ADDRESS DATE OF BIRTH DEBTOR NAME 03 02 04

V3T 0K7 ONTARIO CORPORATION NO. BC SURREY COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 KING GEORGE BLVD. ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT

BUSINESS NAME

DEBTOR

0 90

NAME

08

07

MATURITY DATE NO FIXED OR 4V4NC9EH1RN627892 MATURITY DATE OF V.I.N. AMOUNT MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER VNL860 MODEL COLLATERAL CLASSIFICATION 2024 VOLVO YEAR MAKE CONSUMER GOODS 10 11

SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, ONE (1) USED 2024 VOLVO VNL860 S/N 4V4NC9EH1RN627892 DESCRIPTION COLLATERAL GENERAL 13 14

ESC CORPORATE SERVICES LID.

REGISTERING

AGENT

17

VEHICLE

12

MOTOR

V1T 8H2 BC * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. VERNON 201-1325 POLSON DR. ADDRESS

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20230628 1807 1901 4118 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 794784249 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH NAME 03 04

BUSINESS NAME DEBTOR NAME

0 90

ADDRESS

08

07

ONTARIO CORPORATION NO.

NO FIXED

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.V MODEL YEAR MAKE MOTOR 11

COLLATERAL AND A IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL VEHICLE GENERAL 12 13 14 RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR DESCRIPTION REGISTERING

AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

57 CONTINUED..

* * *

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

: BUSINESS DEBTOR TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230628 1807 1901 4118 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 003 NO. PAGE 794784249 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

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

V.I.V MODEL YEAR MAKE MOTOR 11

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. COLLATERAL GENERAL 12 13 14

VEHICLE

10

DESCRIPTION REGISTERING AGENT

ADDRESS

17

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

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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

ID : 20240415100632.90 TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF NO. 001 PAGE 794292777 CAUTION FILING 01

SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03

ONTARIO CORPORATION NO. 2454270 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04 07

L5T1A6 NO MISSISSAUGA PRIDE FLEET SOLUTIONS INC. 6050 DIXIE RD ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MATURITY DATE OR 1FUJHHDR9NLMZ5222 2HSFTAST2XC078398 MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE 1999 INTL 2022 FRHT GOODS VEHICLE MOTOR 12 11 10

PRESENT AND FUTURE CUSTOMER ACCOUNTS, ACCOUNTS RECEIVABLE, RIGHTS OF 1. THE DEBTOR GRANTS IN FAVOR OF THE SECURED CREDITOR, ALL PRESENT FUTURE CLAIMS OF THE DEBTOR INCLUDING, WITHOUT LIMITATION, ALL PRIDE FLEET SOLUTIONS INC. DESCRIPTION REGISTERING COLLATERAL GENERAL 13 14

AGENT

17

L5T1A6 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 6050 DIXIE ROAD ADDRESS

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 15 ОF 002 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

> 0 90

02

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR 4V4NC9EH4MN281779 MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE 2021 VOLV GOODS MOTOR 11 10

1FUJGLDR7HLJC9541 ACTION, DEMANDS, JUDGMENTS, CONTRACT RIGHTS, AMOUNTS ON DEPOSIT, PROCEEDS OF SALE, ASSIGNMENT OR LEASE OF ANY PROPERTY, AND ANY 2017 FRHT COLLATERAL VEHICLE GENERAL 12 13 14

INDEMNITIES PAYABLE UNDER ANY CONTRACT OF INSURANCE WHETHER OR NOT DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

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

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF 003 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH NAME 03 02 04

BUSINESS NAME DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

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

1FUJGLDR4HLHL6407 V.I.N. MODEL YEAR MAKE 2017 FRHT VEHICLE MOTOR 12 11 10

SUCH INSURANCE IS ON PROPERTY FORMING PART OF THE DEBTOR'S PROPERTY,

THE WHOLE WHICH ARE NOW DUE OR WHICH MAY BECOME DUE TO THE DEBTOR,

COLLATERAL

GENERAL

13

TOGETHER WITH ALL JUDGMENT AND ALL OTHER RIGHTS, BENEFITS, DESCRIPTION REGISTERING

AGENT ADDRESS

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

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF 004 PAGE NO. 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0

BUSINESS NAME NAME 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MOTOR

11

HEREAFTER EXIST IN FAVOR OF THE DEBTOR, AND TOGETHER WITH ALL BOOKS GUARANTEES AND SECURITIES FOR THE SAID CLAIMS WHICH ARE NOW OR MAY COLLATERAL VEHICLE GENERAL 12 13 14

AND ACCOUNTS, TITLES, LETTERS, INVOICES, PAPERS AND DOCUMENTS IN ANY DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTERED REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 794292777 CAUTION 00

REGISTRATION

PERIOD

UNDER

NUMBER

SCHEDULE

PAGES 15

ОF

FILING

01

002 NO.

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. ADDRESS 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

VEHICLE MOTOR

> 12 13 14

11

WAY EVIDENCING OR RELATING TO ALL OR ANY CLAIMS (THE DEBTOR PARTY) 2. THE OBLIGOR/DEBTOR HEREBY GRANTS, SELLS, ASSIGNS, CONVEYS, COLLATERAL GENERAL

TRANSFERS, MORTGAGES, PLEDGES AND CHARGES, AS AND BY WAY OF FIXED DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 15 ОF 900 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

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

V.I.V MODEL YEAR MAKE MOTOR 11

10

CREDITOR, AND GRANTS TO THE CREDITOR A SECURITY INTEREST IN, THE AND SPECIFIC MORTGAGE, PLEDGE AND CHARGE TO AND IN FAVOUR OF THE COLLATERAL VEHICLE GENERAL 12 13 14

WHOLE OF THE UNDERTAKING OF THE GURANTOR AND ALL OF ITS PROPERTY AND DESCRIPTION

AGENT ADDRESS

REGISTERING

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN DATE : 2024/04/15

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 15 ОF NO. 007 PAGE 794292777 CAUTION FILING 00 01

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME DEBTOR NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0 90

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME

07

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT 08

OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MATURITY DATE

NO FIXED

VEHICLE

MOTOR

11

12

INTANGIBLE, OF EVERY NATURE AND KIND WHATSOEVER AND WHERESOEVER ASSETS, REAL AND PERSONAL, MOVABLE AND IMMOVABLE, TANGIBLE AND COLLATERAL GENERAL 13 14

SITUATE, BOTH PRESENT AND FUTURE, NOW OR AT ANY TIME AND FROM TIME DESCRIPTION REGISTERING *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

ADDRESS

AGENT

17

65 CONTINUED..

* * *

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 15 ОF 008 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

MOTOR

11

12 13 14

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

TO TIME OWNED BY THE OBLIGOR/DEBTOR OR IN WHICH OR IN RESPECT OF VEHICLE GENERAL

3. THE COMPANY HEREBY GRANTS TO PRIDE FLEET SOLUTIONS AND ALL OF ITS WHICH THE GURANTOR HAS ANY INTEREST OR RIGHTS OF ANY KIND. DESCRIPTION COLLATERAL

ADDRESS AGENT 17

REGISTERING

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024 FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF 600 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME DEBTOR NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

ADDRESS

ONTARIO CORPORATION NO.

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

V.I.V MODEL YEAR MAKE MOTOR 11

HEREINAFTER REFERRED TO AS THE PRIDE GROUP) A SECURITY INTEREST IN AFFILLATES (AS DEFINED IN THE BUSINESS CORPORATIONS ACT (ONTARIO) COLLATERAL VEHICLE GENERAL

10

ALL OF ITS PROPERTY AND ASSETS, REAL AND PERSONAL, MOVABLE, AND DESCRIPTION REGISTERING

AGENT 17 ADDRESS

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

PROVINCE OF ONTARIO

REPORT : F 67

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF 010 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

BUSINESS NAME NAME 0 90

ADDRESS

SECURED PARTY /

08

07

ONTARIO CORPORATION NO.

NO FIXED

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MOTOR 11

WHAISOEVER AND WHERESOEVER SITUATE, BOTH PRESENT AND FUTURE, NOW OR IMMOVABLE, TANGIBLE, AND INTANGIBLE, OF EVERY NATURE AND KIND COLLATERAL VEHICLE GENERAL 12 13 14 AT ANY TIME FROM TIME TO TIME OWNED BY THE COMPANY OR IN WHICH OR IN DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

ID : 20240415100632.90 TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF NO. 011 PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07
08 SECURED PARTY /
LIEN CLAIMANT
ADDRESS
09 COLLATERAL CLASSIFICATION

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL GOODS 10

YEAR MAKE MOTOR 11

RESPECT OF WHICH THE COMPANY HAS ANY INTEREST OR RIGHTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE PROPERTY AND/OR ASSETS IDENTIFIED COLLATERAL VEHICLE GENERAL 12 13 14

IN THE SCHEDULE "A" TO THIS AGREEMENT, TO SECURE ALL OBLIGATIONS

DESCRIPTION

ADDRESS REGISTERING AGENT 17

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

PROVINCE OF ONTARIO

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REGISTRATION

REGISTERED

UNDER

NUMBER

SCHEDULE

PAGES

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NO.

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01

04

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 794292777 CAUTION 00

20230613 1830 1793 0857 SURNAME INITIAL FIRST GIVEN NAME 15 DATE OF BIRTH 012

BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. ADDRESS

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS

MODEL YEAR MAKE MOTOR 11

VEHICLE

12

10

HAVE TO PRIDE GROUP AT ANY TIME AND COMPANY AGREES THAT ANY SECURITY INTEREST GRANTED OR WHICH IS HEREAFTER GRANTED TO PRIDE GROUP SHALL UNDER THIS AGREEMENT AND ANY OTHER OBLIGATIONS WHICH COMPANY MAY DESCRIPTION COLLATERAL GENERAL 13 14

ADDRESS REGISTERING AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN DATE : 2024/04/15

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 15 ОF 013 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.N. MODEL YEAR MAKE MOTOR 11

VEHICLE

12

AGENT

17

ALSO SECURE THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT. COLLATERAL GENERAL 13 14 ACCORDINGLY, THE ACCEPTANCE OF ANY SUCH SECURITY INTEREST BY ANYONE DESCRIPTION REGISTERING

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

MOTOR VEHICLE TOTAL PAGE FILE NUMBER 794292777 CAUTION 00

PERIOD UNDER 20230613 1830 1793 0857 NUMBER SCHEDULE PAGES 15 ОF 014 NO. FILING 01

REGISTRATION

REGISTERED

REGISTRATION

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0 90

BUSINESS NAME NAME

ADDRESS

07

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

MOTOR VEHICLE

CONSUMER

AMOUNT ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MOTOR

11

INTERFERENCE WITH SECURED PARTY'S RIGHTS. IN THE EVENT THAT ANY OTHER THAN THE ABOVE SECURED PARTY MAY CONSTITUTE THE TORTIOUS COLLATERAL VEHICLE GENERAL 12 13 14

ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20230613 1830 1793 0857 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL 15 ОF 015 NO. PAGE 794292777 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0 90

BUSINESS NAME NAME

ONTARIO CORPORATION NO.

NO FIXED DATE OF AMOUNT MOTOR VEHICLE ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

VEHICLE MOTOR 12 11

PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY. COLLATERAL GENERAL 13 14

DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD 07 REGISTERED P PPSA UNDER 20230503 1905 1532 6002 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 792977274 CAUTION FILING 01

SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03

L6Y6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL CH 58 ELYSIAN FIELDS FIRST GIVEN NAME ARSALAN ADDRESS ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME

> 0 90

07

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N5A7X9 MATURITY DATE ON NO FIXED OR MATURITY DATE OF STRATFORD BRAMPTON AMOUNT MOTOR VEHICLE INCLUDED THE BANK OF NOVA SCOTIA 58 ELYSIAN FIELDS CI INVENTORY EQUIPMENT ACCOUNTS OTHER 10 WRIGHT BOULEVARD ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

1C6SRFHM8NN359557 101686.55 × MODEL 1500 YEAR MAKE 2022 RAM VEHICLE MOTOR 12 11 10

SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

OUR

GENERAL

13

AGENT

17

D + H LIMITED PARTNERSHIP AND THE PROCEEDS OF THOSE VEHICLES DESCRIPTION REGISTERING COLLATERAL 14

L4Z 1H8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230502 1405 1462 0000 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 003 ОF NO. PAGE 792917883 CAUTION FILING 00 01

SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03 02

L6Y6E8 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME TRULY UNITED INC ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

L5T2G9 BRAMPTON 58 ELYSIAN FIELDS CIR TALLEASE INC. ADDRESS SECURED PARTY / LIEN CLAIMANT 08

07

ONTARIO CORPORATION NO.

MATURITY DATE ON NO FIXED OR MATURITY MISSISSAUGA DATE OF AMOUNT MOTOR VEHICLE INCLUDED 6741 COLUMBUS RD. SUITE 201 INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS

4V4NC9EH4MN281779 V.I.V × VNL760 MODEL 2021 VOLVO YEAR MAKE VEHICLE MOTOR 12 11 10

TALLEASE INC. DESCRIPTION REGISTERING COLLATERAL GENERAL 13 14

AGENT

17

L5T2G9 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 ADDRESS

PROVINCE OF ONTARIO

REPORT : F

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

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE : 2024/04/15 ID : 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

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DATE	DATE OF BIRTH	TH	FIRST GIVEN NAME		TNTTTAI, SIIRNAME				

L6Y6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS MINHAS INITIAL Ø Ø CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME ARSALAN SAQIB ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH 13MAY1984 23JAN1992 DEBTOR DEBTOR NAME NAME 02 03 0 90 04

MATURITY DATE NO FIXED OR MATURITY DATE OF BRAMPTON AMOUNT MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 58 ELYSIAN FIELDS CIR ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

08

07

V.I.V MODEL YEAR MAKE 10

ON MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 TALLEASE INC. ADDRESS DESCRIPTION REGISTERING COLLATERAL GENERAL VEHICLE AGENT MOTOR 12 13 14 11 17 CONTINUED... 76

* * *

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

L5T2G9

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE ID : 20240415100632.90

: BUSINESS DEBTOR TYPE OF SEARCH

RUN DATE : 2024/04/15

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230502 1405 1462 0000 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 003 ОF PAGE NO. 03 792917883 CAUTION FILING 00 01

ONTARIO CORPORATION NO. SURNAME MINHAS INITIAL FIRST GIVEN NAME IFFAT BUSINESS NAME DATE OF BIRTH 08JUN1968 DEBTOR NAME 03 02

L6Y6E8 ONTARIO CORPORATION NO. BRAMPTON KHALID MINHAS SURNAME INITIAL Σ CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME MUKKRAM ADDRESS BUSINESS NAME DATE OF BIRTH 01SEP1964 DEBTOR NAME 0 90 04

BRAMPTON 58 ELYSIAN FIELDS CIR ADDRESS SECURED PARTY / LIEN CLAIMANT

08

07

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

V.I.V MODEL YEAR MAKE 11 10

GENERAL VEHICLE MOTOR

ON MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 ADDRESS AGENT

TALLEASE INC.

DESCRIPTION REGISTERING

17

COLLATERAL

12 13 14

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

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L5T2G9

PROVINCE OF ONTARIO

REPORT : F

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

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

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** THIS REGISTRATION HAS BEEN DISCHARGED ** FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20230502 1405 1462 0001 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 003 ОF DATE OF BIRTH PAGE NO. FILE NUMBER 792917892 CAUTION FILING 00 01

ONTARIO CORPORATION NO. A.A.M LOGISTICS INC BUSINESS NAME DEBTOR NAME 03

L6Y6E8 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME TRULY UNITED INC ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

L5T2G9 NO MISSISSAUGA BRAMPTON 6741 COLUMBUS RD. SUITE 201 CIR 58 ELYSIAN FIELDS TALLEASE INC. ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

1FUJHHDR9NLMZ5222 CASCADIA 2022 FREIGHTLINER VEHICLE GENERAL MOTOR 12 13 11

6741 COLUMBUS RD. SUITE 201 ADDRESS AGENT 17

TALLEASE INC.

DESCRIPTION REGISTERING

COLLATERAL

14

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

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NO

MISSISSAUGA

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. FILE CURRENCY : 14APR 2024

ARGED **			REGISTRATION
N HAS BEEN DISCH			REGISTERED
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*			MOTOR VEHICLE
CLAIM FOR LIEN			MOTOM
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FORM 1C FINANCING STATEMENT	FILE NUMBER	792917892	CAUTION
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PERIOD 2 P PPSA UNDER 20230502 1405 1462 0001 NUMBER SURNAME MINHAS INITIAL SCHEDULE FIRST GIVEN NAME ARSALAN PAGES 003 BUSINESS NAME OF DATE OF BIRTH 23JAN1992 NO. FILING DEBTOR NAME 03 01 02

L6Y6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL Ø CIR 58 ELYSIAN FIELDS CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME SAQIB ADDRESS ADDRESS BUSINESS NAME DATE OF BIRTH 13MAY1984 DEBTOR NAME

0 5

04

BRAMPTON ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS MOTOR 11 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

17

TALLEASE INC. DESCRIPTION REGISTERING COLLATERAL GENERAL VEHICLE AGENT

L5T2G9 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 ADDRESS

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

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

REGISTRATION PERIOD 2 REGISTERED P PPSA UNDER 20230502 1405 1462 0001 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 003 ОF DATE OF BIRTH NO. PAGE 03 FILE NUMBER 792917892 CAUTION FILING 00 01

ONTARIO CORPORATION NO. MINHAS IFFAT BUSINESS NAME 08JUN1968 DEBTOR NAME 03 02

L6Y6E8 BRAMPTON KHALID MINHAS SURNAME INITIAL Σ CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME MUKKRAM ADDRESS DATE OF BIRTH 01SEP1964 DEBTOR 0 90 04

ONTARIO CORPORATION NO. BRAMPTON 58 ELYSIAN FIELDS CIR ADDRESS BUSINESS NAME NAME

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

GENERAL VEHICLE MOTOR

MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 ADDRESS AGENT

TALLEASE INC.

DESCRIPTION REGISTERING

17

COLLATERAL

12 13 14

11

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

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L5T2G9

ON

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTERED UNDER 20240220 1402 1462 6494 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES 001 OF NO. PAGE CAUTION FILING

CORRECT RENEWAL 792917892 FILE NUMBER REFERENCED RECORD 21

01

22

PERIOD YEARS SURNAME CHANGE REQUIRED C DISCHARGE NO SPECIFIC PAGE AMENDED PAGE AMENDED

INITIAL FIRST GIVEN NAME REFERENCE

A.A.M LOGISTICS INC. BUSINESS NAME DEBTOR/ 23

TRANSFEROR

OTHER CHANGE DESCRIPTION REASON/ 28 27

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 5

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS ASSIGNOR 04/07 29

ADDRESS

COLLATERAL CLASSIFICATION

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

V.I.V 10

MODEL MAKE YEAR MOTOR 11

DESCRIPTION COLLATERAL 14 15

VEHICLE GENERAL

13

NO MISSISSAUGA 6741 COLUMBUS RD. SUITE 201 TALLEASE INC. ADDRESS REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT

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

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L5T2G9

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106 TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220608 1402 1462 4537 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 002 ОF DATE OF BIRTH NO. PAGE 783786213 CAUTION FILING 01

A.A.M LOGISTICS INC BUSINESS NAME DEBTOR NAME 03

ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME

> 0 90

04

T2T3V6 AB BRAMPTON CALGARY SUITE 201, 3007 14TH STREET SW ARUNDEL CAPITAL CORPORATION 58 ELYSIAN FIELDS CIRCLE ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 07

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MATURITY DATE OR 4V4NC9EH0JN888709 MATURITY 08JUN2027 V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL VNL 2018 VOLVO YEAR MAKE GOODS VEHICLE MOTOR 12 11

ONE (1) USED 2018 VOLVO 6X4 VNL HIGHWAY TRACTOR S/N 4V4NC9EH0JN888709 COLLATERAL GENERAL 13 14

DESCRIPTION REGISTERING

17

PPSA CANADA INC - (8290)

M2N6Y8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 303-110 SHEPPARD AVE. E. ADDRESS AGENT

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 783786213 CAUTION 00

REGISTRATION

REGISTERED

UNDER

NUMBER

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PAGES

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NO.

FILING

PERIOD

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P PPSA 20220608 1402 1462 4537 SURNAME INITIAL FIRST GIVEN NAME 002 DATE OF BIRTH 01

ONTARIO CORPORATION NO. BUSINESS NAME DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

ADDRESS

SECURED PARTY /

08

07

0 90 LIEN CLAIMANT

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

V.I.V MODEL YEAR MAKE 10

REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, COLLATERAL VEHICLE GENERAL 12 13 14

MOTOR

11

ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY PPSA CANADA INC - (8290) DESCRIPTION REGISTERING AGENT

M2N6Y8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 303-110 SHEPPARD AVE. E. ADDRESS

17

RUN NUMBER: 106

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

783786213

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REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220608 1402 1462 4537 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 002 ОF NO. PAGE CAUTION FILING 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

0 5

ONTARIO CORPORATION NO.

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER CONSUMER GOODS 10

V.I.V MODEL YEAR MAKE MOTOR 11

LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT COLLATERAL GENERAL 13 14

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

DESCRIPTION REGISTERING

VEHICLE

12

TORONTO 303-110 SHEPPARD AVE. E. ADDRESS AGENT 17

PPSA CANADA INC - (8290)

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

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ON

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE FILE NUMBER 783786213 CAUTION FILING 00

REGISTRATION

PERIOD

വ P PPSA 20220608 1402 1462 4537 SURNAME INITIAL FIRST GIVEN NAME 002 DATE OF BIRTH DEBTOR 01 02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

MATURITY DATE NO FIXED MATURITY DATE OF AMOUNT MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

08

07

OR V.I.V INCLUDED MODEL YEAR MAKE GOODS 10

DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, COLLATERAL GENERAL 13 14

DESCRIPTION

VEHICLE

12

MOTOR

11

TORONTO PPSA CANADA INC - (8290) 303-110 SHEPPARD AVE. E. ADDRESS REGISTERING AGENT 17

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

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ON

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 783786213 CAUTION 00

REGISTRATION PERIOD വ REGISTERED P PPSA UNDER 20220608 1402 1462 4537 NUMBER SURNAME INITIAL SCHEDULE FIRST GIVEN NAME PAGES 002 ОF DATE OF BIRTH NO. FILING

01

BUSINESS NAME DEBTOR NAME 03 02

ONTARIO CORPORATION NO. ADDRESS 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.V MODEL YEAR MAKE MOTOR 11

TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. COLLATERAL GENERAL 13 14

DESCRIPTION REGISTERING

17

VEHICLE

12

M2N6Y8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 303-110 SHEPPARD AVE. E. ADDRESS AGENT

PPSA CANADA INC - (8290)

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC. FILE CURRENCY: 14APR 2024

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

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	CAUTION	PAGE		TOTAL	MOTOR VEHICLE	Н	REGISTRATION	REGISTERED	REGISTRATION	
	FILING	NO.	OF	PAGES	SCHEDULE		NUMBER	UNDER	PERIOD	
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	DATE	OF BIRTH	HI	FIRST GIVEN NAME		INITIAL SURNAME	SURNAME			

ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL A.A.M LOGISTICS INC. FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN BUSINESS NAME ADDRESS DATE OF BIRTH 23JAN1992 DEBTOR DEBTOR NAME 0 90 04

J3Z0G7 ONTARIO CORPORATION NO. Ŋ ON SAINT-HUBERT BRAMPTON 401-3135 BOUL. MOISE-VINCENT GEOLIN CREDIT-BAIL INC 58 ELYSIAN FIELDS CIR ADDRESS BUSINESS NAME ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT NAME

08

07

MATURITY DATE NO FIXED OR 1DW1A5329JBA00206 1DW1A5327JBA00253 MATURITY 30JUN2027 DATE OF AMOUNT MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER DRYVAN DRYVAN MODEL 2018 STOUGHTON 2018 STOUGHTON YEAR MAKE CONSUMER GOODS VEHICLE MOTOR 12 11 10

SAINT-HUBERT 401-3135 BOUL, MOISE-VINCENT GEOLIN CREDIT-BAIL INC ADDRESS DESCRIPTION REGISTERING AGENT

COLLATERAL

17

GENERAL

13

J3Z0G7 Ŋ * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTERED REGISTRATION MOTOR VEHICLE TOTAL PAGE FILE NUMBER 783754218 CAUTION 00

REGISTRATION

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PAGES 002

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01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME 07

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER LIEN CLAIMANT

SECURED PARTY /

08

NO FIXED

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

1DW1A5328JBA00276 DRYVAN 2018 STOUGHTON VEHICLE GENERAL MOTOR 12 13 11

SAINT-HUBERT 401-3135 BOUL, MOISE-VINCENT GEOLIN CREDIT-BAIL INC. ADDRESS REGISTERING AGENT 17

DESCRIPTION

COLLATERAL

14

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

88 CONTINUED ...

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RUN DATE : 2024/04/15

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PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. 14APP 2024

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01			01		002	2	20220429 1002 1462 7721	P PPSA	2

SURNAME

INITIAL

FIRST GIVEN NAME

DATE OF BIRTH

DEBTOR

ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL A.A.M. LOGISTICS INC A.A.M. LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PL ADDRESS BUSINESS NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME NAME 90 0 04

M3B2R2 ONTARIO CORPORATION NO. NO NO FIXED DATE OF BRAMPTON TORONTO AMOUNT MOTOR VEHICLE VAULT CREDIT CORPORATION 41 SCARSDALE ROAD UNIT 5 58 ELYSIAN FIELDS CIR ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR 4V4NC9EJ3KN898459 MATURITY V.I.N. INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER VNL860 MODEL 2019 VOLVO YEAR MAKE GOODS VEHICLE MOTOR 12 11 10

CONSUMER

08

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COLLATERAL GENERAL 13 14

* * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 41 SCARSDALE ROAD UNIT 5 ADDRESS AGENT

VAULT CREDIT CORPORATION

REGISTERING DESCRIPTION

17

89 CONTINUED ...

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN DATE : 2024/04/15 RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220429 1002 1462 7721 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 002 ОF DATE OF BIRTH NO. PAGE 02 FILE NUMBER 782482014 CAUTION FILING 00 01

ONTARIO CORPORATION NO. BRAMPTON MINHAS CIR 58 ELYSIAN FIELDS ARSALAN ADDRESS BUSINESS NAME 23JAN1992 DEBTOR NAME 03 02 04

L6Y6E8 ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

ADDRESS

SECURED PARTY /

08

07

0 90 LIEN CLAIMANT

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

V.I.V MODEL YEAR MAKE MOTOR 11 10

VAULT CREDIT CORPORATION DESCRIPTION REGISTERING COLLATERAL GENERAL VEHICLE

M3B2R2 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 41 SCARSDALE ROAD UNIT 5 ADDRESS

AGENT

17

12 13 14

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY FORM 1C

FILE NUMBER

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DATE	OF BIRTH	TH	FIRST GIVEN NAME		INITIAL SURNAME			

T6Y 6E8 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL 58 ELYSIAN FIELDS CIRCLE A.A.M. LOGISTICS INC FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR DEBTOR NAME 03 0 90 04

BUSINESS NAME

NAME

08

07

ONTARIO CORPORATION NO. CWB NATIONAL LEASING INC. ADDRESS SECURED PARTY / LIEN CLAIMANT

R3T 1L9 MATURITY DATE MB NO FIXED OR MATURITY DATE OF WINNIPEG V.I.N. AMOUNT MOTOR VEHICLE INCLUDED 1525 BUFFALO PLACE (3097183) × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL ADDRESS COLLATERAL CLASSIFICATION YEAR MAKE CONSUMER GOODS 10

1JJV532D8FL842415 1JJV532D9FL842391 AGREEMENT NUMBER 3097183, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, 53' TRAILER 53' TRAILER 2015 WABASH 2015 WABASH VEHICLE GENERAL MOTOR 12 13 11

SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM. DESCRIPTION REGISTERING COLLATERAL 14

ADDRESS AGENT

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

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PROVINCE OF ONTARIO

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

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FORM 4C MOTOR VEHICLE SCHEDULE

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43 44 20220422 1715 6005 9357 REGISTRATION NUMBER PAGES TOTAL OF NO. PAGE 002

1UYVS253XCG434213 V.I.N. 53' TRAILER MODEL UTILITY MAKE YEAR 2012

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

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220407 1805 1901 6804 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES ОF DATE OF BIRTH NO. 001 PAGE 781854696 CAUTION FILING 01

A.A.M LOGISTICS INC BUSINESS NAME DEBTOR NAME 03

T6Y 6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME 0 90 04

L6H 1A7 ON BRAMPTON OAKVILLE BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 闰 102-1465 NORTH SERVICE RD 4 KERWOOD PLACE ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT

MATURITY DATE NO FIXED OR MATURITY 06APR2027 DATE OF V.I.V AMOUNT MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE CONSUMER GOODS 10

3HSDJAPR2HN755119

EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50019631 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, PURSUANT TO LEASE AGREEMENT 50019631, ALL PRESENT AND FUTURE DESCRIPTION COLLATERAL VEHICLE GENERAL 12 13 14

PROSTAR

2017 INTERNATIONAL

MOTOR

11

COLLATERAL CLASSIFICATION

07

ESC CORPORATE SERVICES LTD.

REGISTERING

M5V 1K4 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 445 KING STREET WEST, SUITE 400 ADDRESS AGENT 17

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

: 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTRATION REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE FILE NUMBER 781854696 CAUTION FILING 00

PERIOD

20220407 1805 1901 6804 SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 002 01

A.A.M LOGISTICS INC BUSINESS NAME DEBTOR NAME 03 02

L6Z 1Y1 ONTARIO CORPORATION NO. NO BRAMPTON SURNAME INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ADDRESS DATE OF BIRTH 0 04

L6Y 6E8 ONTARIO CORPORATION NO. MINHAS 58 ELYSIAN FIELDS CIR ARSALAN ADDRESS BUSINESS NAME 23JAN1992 DEBTOR NAME 90

BRAMPTON

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

08

07

V.I.V MODEL YEAR MAKE MOTOR 10 11

ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY COLLATERAL VEHICLE GENERAL 12 13 14

DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

DESCRIPTION

ADDRESS REGISTERING AGENT 17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

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SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

003

01

DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO. ADDRESS SECURED PARTY / 08 07

DATE OF AMOUNT MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER

LIEN CLAIMANT

OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

MATURITY DATE

NO FIXED

VEHICLE

MOTOR

11

12

EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF COLLATERAL GENERAL 13 14

TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY DESCRIPTION REGISTERING AGENT

ADDRESS

17

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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: BUSINESS DEBTOR TYPE OF SEARCH

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY

REGISTERED REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 781854696 CAUTION 00

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SCHEDULE

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004

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME ADDRESS DATE OF BIRTH DEBTOR NAME

BUSINESS NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MOTOR

11

12 13

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COLLATERAL VEHICLE GENERAL

THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE DESCRIPTION REGISTERING 14

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN DATE : 2024/04/15 RUN NUMBER: 106

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

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REGISTRATION MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF PAGE FILE NUMBER 781854696 CAUTION 00

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SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

002 NO.

FILING

01

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

DATE OF AMOUNT MOTOR VEHICLE ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS 10

NO FIXED

2017 INTERNATIONAL PROSTAR TRUCK COLLATERAL GENERAL

ADDRESS REGISTERING AGENT 17

DESCRIPTION

VEHICLE

12 13 14

MOTOR

11

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

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RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 900 ОF DATE OF BIRTH NO. PAGE 780130098 CAUTION FILING 01

L6Y6E8 ONTARIO CORPORATION NO. BRAMPTON SURNAME 58 ELYSIAN FIELDS CIRCLE BRAMPTON INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME ADDRESS DATE OF BIRTH DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. BUSINESS NAME ADDRESS NAME

DEBTOR

0 90

07

L7N3J5 NO NO FIXED DATE OF BURLINGTON AMOUNT MITSUBISHI HC CAPITAL CANADA, INC. MOTOR VEHICLE 301-3390 SOUTH SERVICE RD ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / CONSUMER LIEN CLAIMANT

MATURITY DATE 3HSDJAPR6HN378830 V.I.N. PROSTAR SLEEPER × MODEL 2017 INTERNATIONAL YEAR MAKE VEHICLE MOTOR 12 10 11

OR

MATURITY

INCLUDED

INVENTORY EQUIPMENT ACCOUNTS OTHER

GOODS

APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, PPSA CANADA INC. - (7945) DESCRIPTION REGISTERING COLLATERAL 14

THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

GENERAL

13

AGENT

17

NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 110-303 SHEPPARD AVE E ADDRESS

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

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RUN DATE : 2024/04/15

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SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 900 ОF NO. PAGE 780130098 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

MOTOR

11

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ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE COLLATERAL VEHICLE GENERAL

"EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE PPSA CANADA INC. - (7945) DESCRIPTION REGISTERING AGENT

M2N6Y8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 110-303 SHEPPARD AVE E ADDRESS

PROVINCE OF ONTARIO

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 900 ОF NO. PAGE 780130098 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

MATURITY DATE OR MATURITY V.I.N. INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

MOTOR 11

RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL") COLLATERAL VEHICLE GENERAL 12 13 14 (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE PPSA CANADA INC. - (7945) DESCRIPTION REGISTERING

AGENT

17

M2N6Y8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 110-303 SHEPPARD AVE E ADDRESS

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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: BUSINESS DEBTOR

TYPE OF SEARCH

REGISTRATION REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER SURNAME INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME TOTAL PAGES 900 ОF DATE OF BIRTH NO. PAGE 780130098 CAUTION FILING 00 01

PERIOD

BUSINESS NAME DEBTOR NAME 02

ONTARIO CORPORATION NO. ADDRESS 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 07

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.V MODEL YEAR MAKE MOTOR 11

(II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL COLLATERAL GENERAL 13 14

VEHICLE

12

17

- (7945) PPSA CANADA INC. OF THE EQUIPMENT DESCRIPTION REGISTERING AGENT

M2N6Y8 ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 110-303 SHEPPARD AVE E ADDRESS

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106 TYPE OF SEARCH

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC.
FILE CURRENCY: 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 900 ОF PAGE NO. 780130098 CAUTION FILING 00 01

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 02 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

08

07

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

VEHICLE MOTOR 12 11

(IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND DESCRIPTION COLLATERAL GENERAL 13 14

PPSA CANADA INC. - (7945)

REGISTERING

ON * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. TORONTO 110-303 SHEPPARD AVE E ADDRESS AGENT 17

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M2N6Y8

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20220202 1405 1462 4768 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES 900 ОF NO. PAGE 780130098 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY. COLLATERAL GENERAL 12 13 14

DESCRIPTION

VEHICLE

MOTOR

11

ON TORONTO PPSA CANADA INC. - (7945) 110-303 SHEPPARD AVE E ADDRESS REGISTERING AGENT 17

M2N6Y8 * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT : 14APR 2024 FILE CURRENCY

REGISTERED UNDER 20220203 1001 1462 5174 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE PAGES 002 OF NO. PAGE CAUTION FILING

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

780130098

FILE NUMBER

RECORD

01 21

SURNAME A AMENDMENT 22

INITIAL FIRST GIVEN NAME REFERENCE 23

A.A.M LOGISTICS INC. BUSINESS NAME TRANSFEROR DEBTOR/

TYPO IN DEBTOR'S ADDRESS OTHER CHANGE REASON/ 27

ADDING DEBTOR'S ADDRESS

DESCRIPTION

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/ 28

A.A.M. LOGISTICS INC. BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 2

58 ELYSIAN FIELDS CIRCLE ADDRESS ASSIGNOR 04/07 29

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

L6Y6E8

ONTARIO CORPORATION NO.

BRAMPTON

NO FIXED

DATE OF

MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER

MATURITY DATE OR MATURITY V.I.V AMOUNT INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

MODEL MAKE YEAR MOTOR 11

VEHICLE GENERAL

12 13

PPSA CANADA INC. - (7945) REGISTERING AGENT OR DESCRIPTION COLLATERAL 14 15

ADDRESS

SECURED PARTY/

LIEN CLAIMANT

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

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M2N6Y8

NO

TORONTO

110 SHEPPARD AVE EAST, SUITE 303

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

REGISTERED UNDER 20220203 1001 1462 5174 REGISTRATION FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT TOTAL MOTOR VEHICLE SCHEDULE PAGES 002 OF NO. PAGE CAUTION FILING

CORRECT RENEWAL 780130098 FILE NUMBER REFERENCED RECORD 01 21

PERIOD YEARS CHANGE REQUIRED A AMENDMENT NO SPECIFIC PAGE AMENDED PAGE AMENDED

SURNAME INITIAL FIRST GIVEN NAME

REFERENCE 23

BUSINESS NAME TRANSFEROR DEBTOR/

OTHER CHANGE DESCRIPTION REASON/

27

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 02/ 28

A.A.M. LOGISTICS INC. BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 2

4 KERWOOD PL ADDRESS ASSIGNOR 04/07 29

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

L6Z1X1

ONTARIO CORPORATION NO.

BRAMPTON

DATE OF MOTOR VEHICLE COLLATERAL CLASSIFICATION CONSUMER

NO FIXED

MATURITY DATE OR MATURITY AMOUNT INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.V MODEL MAKE YEAR MOTOR 11

COLLATERAL VEHICLE GENERAL

DESCRIPTION

13 14 15

TORONTO 110 SHEPPARD AVE EAST, SUITE 303 PPSA CANADA INC. - (7945) ADDRESS REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT

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

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M2N6Y8

NO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE NUMBER FILE CURRENCY

REGISTRATION PERIOD REGISTERED P PPSA UNDER 20211013 1810 1902 6307 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. 001 PAGE 777287772 CAUTION FILING 01

SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 03

T6Y 6E8 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL CIR 58 ELYSIAN FIELDS FIRST GIVEN NAME ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME 0 90 04

L6H 1A7 ON BRAMPTON OAKVILLE BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 闰 102-1465 NORTH SERVICE RD 58 ELYSIAN FIELDS CIR ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

07

MATURITY DATE OR 3AKJHHDR9KSKS2099 MATURITY 120CT2026 V.I.V INCLUDED × CASCADIA INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2019 FREIGHTLINER YEAR MAKE GOODS VEHICLE MOTOR 12 10 11

EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50016842 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ESC CORPORATE SERVICES LTD. DESCRIPTION REGISTERING COLLATERAL 14

PURSUANT TO LEASE AGREEMENT 50016842, ALL PRESENT AND FUTURE

GENERAL

13

AGENT

17

V1T 8H2 BC * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. VERNON 201-1325 POLSON DRIVE ADDRESS

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON: A.A.M LOGISTICS INC. 11APR 2024

REGISTRATION MOTOR VEHICLE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN TOTAL PAGE FILE NUMBER 777287772 CAUTION 00

PERIOD UNDER 20211013 1810 1902 6307 NUMBER SCHEDULE PAGES ОF 002 NO. FILING 01

REGISTRATION

REGISTERED

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 02

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON SURNAME INITIAL A.A.M LOGISTICS INC FIRST GIVEN NAME 4 KERWOOD PLACE BUSINESS NAME ADDRESS DATE OF BIRTH NAME

MINHAS

ARSALAN

23JAN1992

DEBTOR

0 5

04

03

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON 4 KERWOOD PLACE ADDRESS BUSINESS NAME NAME

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

YEAR MAKE MOTOR 11

ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY COLLATERAL VEHICLE GENERAL 12 13 14

DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

16 REGISTERING AGENT 17 ADDRESS

DESCRIPTION

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTERED REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE FILE NUMBER 777287772 CAUTION FILING 00

REGISTRATION

PERIOD

UNDER

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH

003

01

ADDRESS BUSINESS NAME DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

BUSINESS NAME DEBTOR NAME 0 90

ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

COLLATERAL CLASSIFICATION

CONSUMER

MATURITY DATE OR MATURITY INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER GOODS 10

V.I.V MODEL YEAR MAKE MOTOR 11

EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF COLLATERAL VEHICLE GENERAL 12 13 14

TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

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: BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: 14APR 2024 FILE CURRENCY FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTERED UNDER 20211013 1810 1902 6307 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL ОF 004 PAGE NO. 777287772 CAUTION FILING 00

REGISTRATION

PERIOD

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

01

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR 0

ONTARIO CORPORATION NO. BUSINESS NAME NAME 90

ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08

ADDRESS

07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

VEHICLE MOTOR

11

COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COLLATERAL GENERAL 12 13 14

THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE DESCRIPTION REGISTERING

ADDRESS AGENT 17

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

PROVINCE OF ONTARIO

REPORT : F

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 TYPE OF SEARCH

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20211013 1810 1902 6307 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 777287772 CAUTION FILING 00 01

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DEBTOR

02

ONTARIO CORPORATION NO. ADDRESS BUSINESS NAME NAME 03 04

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO. ADDRESS ADDRESS SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL YEAR MAKE GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

COLLATERAL CLASSIFICATION

CONSUMER

2019 FREIGHTLINER CASCADIA HIGHWAY TRACTOR GENERAL VEHICLE MOTOR 12 13 11

COLLATERAL DESCRIPTION

REGISTERING

14

AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

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* * *

PROVINCE OF ONTARIO

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

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY: 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

	ON REGISTERED REGISTRATION	UNDER PERIOD	1532 6237 P PPSA 05	
	REGISTRATION	NUMBER	20210727 1313 1532 6237	
	MOTOR VEHICLE	SCHEDULE		
	TOTAL	OF PAGES	2	
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SURNAME TNTTTAL A.A.M LOGISTICS INC FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME

ONTARIO CORPORATION NO. 2454270 L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME

0 5

07

04

L6Y 0C3 N2G2N4 NO NO FIXED DATE OF KITCHENER BRAMPTON AMOUNT MOTOR VEHICLE 58 ELYSIAN FIELDS CIRCLE RIORDAN LEASING INC. 1158 KING ST. ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR 3AKJHHDR5KSJZ8870 MATURITY V.I.V INCLUDED × CASCADIA INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 2019 FREIGHTLINER YEAR MAKE GOODS MOTOR 11 10

COLLATERAL VEHICLE GENERAL 12 13 14

L4Z 1H8 NO * * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR ADDRESS AGENT

D + H LIMITED PARTNERSHIP

DESCRIPTION REGISTERING

17

PROVINCE OF ONTARIO

REPORT : F 111

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

MOTOR VEHICLE TOTAL PAGE FILE NUMBER 774822861 CAUTION 00

REGISTRATION PERIOD REGISTERED UNDER 20210727 1313 1532 6237 REGISTRATION NUMBER SURNAME SCHEDULE PAGES ОF DATE OF BIRTH 002 NO. FILING 01

ONTARIO CORPORATION NO. BRAMPTON AHMAD INITIAL Σ 58 ELYSIAN FIELDS CIRCLE FIRST GIVEN NAME AMARA ADDRESS BUSINESS NAME 25JUL1996 DEBTOR NAME 03 02 04

L6Y 0C3 ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

NO FIXED DATE OF AMOUNT MOTOR VEHICLE ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

08

07

MATURITY DATE OR MATURITY V.I.V INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS 10

MOTOR 12 11

DESCRIPTION REGISTERING AGENT

COLLATERAL

GENERAL VEHICLE

> 13 14

ADDRESS

17

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

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : 14APR 2024 FILE CURRENCY

: BUSINESS DEBTOR

TYPE OF SEARCH

FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER FORM 1C

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	CAUTION	PAGE		TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATIO
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RATION

ONTARIO CORPORATION NO. 2454270 L6Z 1Y1 BRAMPTON A.A.M LOGISTICS INC 4 KERWOOD PLACE ADDRESS BUSINESS NAME DEBTOR NAME 03 04

L6Y 0C3 ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL 58 ELYSIAN FIELDS CIRCLE RIORDAN LEASING INC. FIRST GIVEN NAME ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 SECURED PARTY / DEBTOR NAME

> 0 90

07

02

N2G2N4 MATURITY DATE NO NO FIXED OR MATURITY DATE OF KITCHENER AMOUNT MOTOR VEHICLE INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER 1158 KING ST. ADDRESS COLLATERAL CLASSIFICATION CONSUMER GOODS LIEN CLAIMANT 08 10

1FDXE4FS3KDC42997 V.I.V F450 CUBE VAN MODEL 2019 FORD YEAR MAKE VEHICLE GENERAL MOTOR 12 13 11

MISSISSAUGA 2 ROBERT SPECK PARKWAY, 15TH FLOOR D + H LIMITED PARTNERSHIP ADDRESS REGISTERING AGENT

DESCRIPTION

17

COLLATERAL

14

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

113

L4Z 1H8

NO

PROVINCE OF ONTARIO

REPORT : F 113

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

ID : 20240415100632.90 TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE : 2024/04/15

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

REGISTRATION PERIOD REGISTERED UNDER 20210721 1447 1532 8790 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF 002 NO. PAGE 774638415 CAUTION FILING 00 01

SURNAME AHMAD INITIAL Σ FIRST GIVEN NAME AMARA BUSINESS NAME DATE OF BIRTH 25JUL1996 DEBTOR NAME 03 02

L6Y 0C3 ONTARIO CORPORATION NO. BRAMPTON 58 ELYSIAN FIELDS CIRCLE ADDRESS

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

ADDRESS

08

07

MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

V.I.V MODEL YEAR MAKE MOTOR 11 10

DESCRIPTION COLLATERAL GENERAL VEHICLE 12 13 14

REGISTERING

AGENT

* * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

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PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. FILE CURRENCY : 14APR 2024

	FORM 1C	FINANCING STATEMENT / CLAIM FOR LIEN	STATEMENT	/ CLAIM FOR	LIEN		
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REGISTRATION	PERIOD	0.5			
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REGISTRATION	NUMBER	20200918 1137 1562 8967	INITIAL SURNAME		
MOTOR VEHICLE	SCHEDULE	20	GIVEN NAME INITI?		
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PAGE	NO	001	DATE OF BIRTH		TAL
CAUTION	FILING		DATE	DEBTOR	

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05

	ON NO.	L6Z 1Y1				ON NO.
	ONTARIO CORPORATION NO.	NO				ONTARIO CORPORATION NO.
		BRAMPTON				
			SURNAME	MINHAS		
			INITIAL			
A.A.M. LOGISTICS INC.		4 KERWOOD PLACE	FIRST GIVEN NAME	ARSALAN		
BUSINESS NAME		ADDRESS	DATE OF BIRTH	23JAN1992	BUSINESS NAME	
NAME				DEBTOR	NAME	

0.7		ADDRESS	5 KERWOOD PLACE		BF	BRAMPTON	NO	L6Z 1Y1
08	SECURED PARTY /		HALTON AUTOLEASE INC	Ö				
	LIEN CLAIMANT							
60		ADDRESS	4100 HARVESTER RD		BL	BURLINGTON	NO	L7L 0C1
	COLLATERAL CLASSIFICATION	CATION						
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		GOODS	INVENTORY EQU.	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	THER I	NCLUDED			MATURITY OR	OR	MATURITY DATE	
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		YEAR MAKE	MAKE	IOM	MODEL			V.I.N.				
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12	VEHICLE											

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

PROVINCE OF ONTARIO

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTRATION MOTOR VEHICLE TOTAL PAGE FILE NUMBER 765891135 CAUTION 00

REGISTRATION

REGISTERED

UNDER

NUMBER

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PAGES

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03

PERIOD

20200918 1137 1562 8967 SURNAME AHMAD INITIAL Σ FIRST GIVEN NAME AMARA DATE OF BIRTH 25JUL1996 002 DEBTOR 01 02

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON 4 KERWOOD PLACE ADDRESS BUSINESS NAME NAME

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90 04

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR MATURITY INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED GOODS 10

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

08

07

V.I.V MODEL YEAR MAKE MOTOR 11

DESCRIPTION COLLATERAL GENERAL VEHICLE 12 13 14

REGISTERING

AGENT

* * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F 116

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR ID : 20240415100632.90 RUN DATE : 2024/04/15 TYPE OF SEARCH

REGISTRATION PERIOD REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. TOTAL PAGES : 14APR 2024 ОF NO. PAGE FILE NUMBER 764756388 CAUTION FILING FILE CURRENCY

00

P PPSA 20200814 1406 1562 8787 SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 001 DEBTOR 03 01 02

L6Z 1Y1 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL A.A.M. LOGISTICS INC. FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN BUSINESS NAME ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME NAME

> 0 90

04

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L6Z 1Y2 L7L 0C1 NO NO FIXED DATE OF BURLINGTON BRAMPTON AMOUNT MOTOR VEHICLE HALTON AUTOLEASE INC. 4100 HARVESTER RD 4 KERWOOD PLACE ADDRESS ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / LIEN CLAIMANT

MATURITY DATE OR 2AYNE8JT9J3S13852 MATURITY 13AUG2025 V.I.V 48000 INCLUDED × INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 338 YEAR MAKE GOODS 10

2018 HINO GENERAL VEHICLE MOTOR 12 13 11

ADDRESS DESCRIPTION REGISTERING COLLATERAL AGENT 14 17

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

PROVINCE OF ONTARIO

REPORT : F 117

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

RUN DATE: 2024/04/15 ID: 20240415100632.90

RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

REGISTERED UNDER REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE 764756388 CAUTION FILING 00

REGISTRATION

PERIOD

SURNAME AHMAD INITIAL Σ FIRST GIVEN NAME AMARA DATE OF BIRTH 25JUL1996 DEBTOR 03 02

002

01

04

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON 4 KERWOOD PLACE ADDRESS BUSINESS NAME NAME

SURNAME INITIAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH DEBTOR NAME 0 90

ONTARIO CORPORATION NO.

NO FIXED

DATE OF

AMOUNT

MOTOR VEHICLE

CONSUMER

ADDRESS ADDRESS COLLATERAL CLASSIFICATION SECURED PARTY / LIEN CLAIMANT 08 07

MATURITY DATE OR MATURITY V.I.V INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL YEAR MAKE GOODS 10

YEAR MAKE MODEL 11 MOTOR

13 GENERAL 14 COLLATERAL 15 DESCRIPTION 16 REGISTERING

AGENT

VEHICLE

12

* * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

PROVINCE OF ONTARIO

REPORT : F 118

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MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

RUN DATE : 2024/04/15 RUN NUMBER: 106

ENQUIRY SEARCH RESPONSE SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. : BUSINESS DEBTOR : 14APR 2024 ID : 20240415100632.90 TYPE OF SEARCH FILE CURRENCY REGISTERED UNDER 20201110 0928 1562 9253 REGISTRATION TOTAL MOTOR VEHICLE SCHEDULE 764756388 PAGES OF FILE NUMBER PAGE NO. 001 CAUTION FILING RECORD 01 21

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

PERIOD CORRECT RENEWAL YEARS CHANGE REQUIRED A AMENDMENT NO SPECIFIC PAGE AMENDED PAGE AMENDED REFERENCED 22

SURNAME INITIAL FIRST GIVEN NAME

REFERENCE

A.A.M. LOGISTICS INC. BUSINESS NAME DEBTOR/ 23

TO CORRECT SERIAL NUMBER OF VEHICLE OTHER CHANGE TRANSFEROR REASON/

SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH DESCRIPTION 02/ 28 27

BUSINESS NAME TRANSFEREE DEBTOR/ 03/ 0 2

ADDRESS ASSIGNOR 04/07 29

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ONTARIO CORPORATION NO.

DATE OF MOTOR VEHICLE ADDRESS COLLATERAL CLASSIFICATION CONSUMER

NO FIXED

MATURITY DATE OR 2AYNF8JT9J3S13852 MATURITY V.I.V AMOUNT INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL 338 HINO MAKE 2018 YEAR GOODS MOTOR 10 11

COLLATERAL VEHICLE GENERAL 12 13 14

DESCRIPTION

15

L7L 0C1 NO BURLINGTON HALTON AUTOLEASE INC 4100 HARVESTER RD ADDRESS REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT

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

RUN DATE : 2024/04/15

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F 119

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN : 14APR 2024 FILE CURRENCY

REGISTERED UNDER REGISTRATION MOTOR VEHICLE SCHEDULE TOTAL PAGES ОF NO. PAGE FILE NUMBER 758091357 CAUTION FILING 00

REGISTRATION

PERIOD P PPSA 20191129 1304 1562 7725 NUMBER SURNAME INITIAL FIRST GIVEN NAME DATE OF BIRTH 001 DEBTOR 01 02

03

04

0 90 08

07

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON A.A.M. LOGISTICS INC. 4 KERWOOD PLACE BUSINESS NAME ADDRESS NAME

ONTARIO CORPORATION NO. BRAMPTON SURNAME MINHAS INITIAL FIRST GIVEN NAME 4 KERWOOD PLACE ARSALAN ADDRESS BUSINESS NAME DATE OF BIRTH 23JAN1992 DEBTOR NAME

L7L 0C1 MATURITY DATE NO NO FIXED OR MATURITY DATE OF BURLINGTON AMOUNT MOTOR VEHICLE INCLUDED HALTON AUTOLEASE INC INVENTORY EQUIPMENT ACCOUNTS OTHER 4100 HARVESTER RD ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

2AYNF8JT5H3S13762 28NOV2024 V.I.V 66582 × MODEL 338 2017 HINO YEAR MAKE VEHICLE MOTOR 12 11 10

ADDRESS DESCRIPTION REGISTERING COLLATERAL GENERAL AGENT 13 14 17

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

RUN NUMBER: 106

PROVINCE OF ONTARIO

REPORT : F

PAGE

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE ID : 20240415100632.90 RUN DATE : 2024/04/15

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

: BUSINESS DEBTOR

TYPE OF SEARCH

FILE CURRENCY : 14APR 2024
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION MOTOR VEHICLE TOTAL PAGE FILE NUMBER 758091357 CAUTION 00

REGISTRATION

PERIOD UNDER 20191129 1304 1562 7725 NUMBER SURNAME INITIAL SCHEDULE FIRST GIVEN NAME PAGES ОF DATE OF BIRTH 002 NO. FILING 01

L6Z 1Y1 ONTARIO CORPORATION NO. BRAMPTON AHMAD Σ 4 KERWOOD PLACE AMARA ADDRESS BUSINESS NAME 25JUL1996 DEBTOR NAME 03 02 04

ONTARIO CORPORATION NO. SURNAME INITIAL FIRST GIVEN NAME ADDRESS BUSINESS NAME DATE OF BIRTH DEBTOR NAME

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MATURITY DATE NO FIXED OR MATURITY DATE OF AMOUNT MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED ADDRESS COLLATERAL CLASSIFICATION CONSUMER SECURED PARTY / GOODS LIEN CLAIMANT

V.I.V MODEL YEAR MAKE 10

VEHICLE MOTOR 12 11

DESCRIPTION REGISTERING COLLATERAL 14

GENERAL

13

AGENT

* * * *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ADDRESS 17

PROVINCE OF ONTARIO

REPORT : F 121

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

: BUSINESS DEBTOR TYPE OF SEARCH

ID : 20240415100632.90 RUN DATE : 2024/04/15 RUN NUMBER: 106

SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.
FILE CURRENCY : 14APR 2024
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

REGISTRATION NUMBER	0930 1532 7216	1017 1793 2721	
REGISTRA	20240408	20240221	
REGISTRATION NUMBER	20231207 1437 1532 4231 20240408 0928 1532 7167 20240129 1000 1532 1020	20240216 1833 1793 2593	20240220 1402 1462 6494
REGISTRATION NUMBER 0240412 1043 2758 38 0240412 1119 2758 38 0240411 1130 1590 82 0240402 1708 2758 37 0240402 1711 2758 37	0231207 1254 1532 40 0231207 1459 1532 42 0231109 0930 1532 94 0230928 0821 1532 15 0230921 1101 1532 01 0230911 0933 1901 90	0230821 0852 1532 79 0230816 0851 1532 56 0230816 0853 1532 56 0230802 1405 1532 87 0230727 1419 1793 50 0230727 1702 1462 81 0230721 1354 1902 27	20230628 1807 1901 4118 20230613 1830 1793 0857 20230503 1905 1532 6002 20230502 1405 1462 0000 20220608 1402 1462 4537 20220607 1708 1462 4170 20220429 1002 1462 7721 20220422 1715 6005 9357 20220407 1805 1901 6804
FILE NUMBER 504387234 504389709 504351099 504027207 504028026	0103723 0103981 0016086 9758613 977883	9639124 9626065 9626074 9586714 9566631 9567835 9548758	794784249 794292777 792977274 792917883 792917892 783786213 783754218 782754218

PROVINCE OF ONTARIO

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

REPORT : F 122

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90 ENQUIRY SEARCH RESPONSE : BUSINESS DEBTOR

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : A.A.M LOGISTICS INC.

RUN NUMBER: 106 RUN DATE: 2024/04/15 ID: 20240415100632.90 SEARCH CONDUCTED ON : A.A.M LOGISTICS INC. FILE CURRENCY : 14APR 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
780130098	20220202 1405 1462 4768	20220203 1001 1462 5174		
777287772	20211013 1810 1902 6307			
774822861	20210727 1313 1532 6237			
774638415	20210721 1447 1532 8790			
765891135	20200918 1137 1562 8967			
764756388	20200814 1406 1562 8787	20201110 0928 1562 9253		
758091357	20191129 1304 1562 7725			

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

EXHIBIT "G"

Inovice Date	Purchaser Name	Make and Model	VIN	Owned/Leased
2019-11-28	Halton Autolease	HINO 338	2AYNF8JT5H3ST3762	leased
2020-08-13	Halton Autolease	Hino 338	2AYNF8JT9J3SU852	Leased
2020-09-18	Halton Autolease	Hino HIN	2AYFNF8JT9L3S10033	Leased
2021-04-04	AAM Logistics Inc.	18 FREIGHTLIN M2	3ALACXFD5JDJL3090	Owned
2021-05-26	Halton Autolease	Utility Trailer	1UYVS253XDP585019	Leased
2021-05-26	Halton Autolease	Utility Trailer	5V8VC5322DM300545	Leased
2021-07-15	AAM Logistics Inc.	FREIGHTLINER CASCADIA	3AKJHHDR5KSJZ8870	Owned
2021-08-04	AAM Logistics Inc.	Volvo VNL670	4V4NC9TH8HN963332	Owned
2021-09-28	AAM Logistics Inc.	FREIGHTLINER CASCADIA	3AKJHHDR9KSKS2099	Owned
2021-09-16	Halton Autolease	INTERNATIONAL PROSTAR	1GD374BG3E1168559	leased
2021-12-09	AAM Logistics Inc.	INTERNATIONAL PROSTAR	3HSDJAPR8HN402660	Owned
2022-01-28	AAM Logistics Inc.	INTERNATIONAL PROSTAR	3HSDJAPR6HN378830	Owned
2022-02-01	AAM Logistics Inc.	2 Axle Trailers	1JJV532W67L057359	Owned
2022-02-01	AAM Logistics Inc.	2 Axle Trailers	1JJV532W27L057360	Owned
2022-02-01	AAM Logistics Inc.	2 Axle Trailers	1JJV532W47L057361	Owned
2022-02-01	AAM Logistics Inc.	2 Axle Trailers	1JJV532W27L057357	Owned
2022-02-01	AAM Logistics Inc.	3 Axle Trailers	1JJV533WX7L057363	Owned
2022-02-01	AAM Logistics Inc.	3 Axle Trailers	1JJV533W37L057365	Owned
2022-04-01	AAM Logistics Inc.	FREIGHTLIN M2 HEAVYTR	3ALACWDU6GDGZ5539	Owned
	AAM Logistics Inc.	INTERNATIONAL PROSTAR	3HSDJAPR2HN755119	Owned
	CWB National Leasing Inc.	Wabash/53' Trailer	1JJV532D9FL842391	leased
2022-04-14	CWB National Leasing Inc.	Wabash/53' Trailer	1JJV532D8FL842415	leased
	CWB National Leasing Inc.	Utility 53' Trailer	1UYVS253XCG434213	leased
	Tandem Equipment Finance	Volvo VNL860	4V4NC9EJ3KN898459	leased
	AAM Logistics Inc.	Great Dane Dry Van	1GRAA06205B706106	Owned
	AAM Logistics Inc.	Great Dane Dry Van	1GRAA06255B706098	Owned
	Geolin Leasing Inc.	Stoughton/53' Trailer	1DW1A5329JBA00206	leased
	Geolin Leasing Inc.	Stoughton/53' Trailer	1DW1A5327JBA00253	leased
	Geolin Leasing Inc.	Stoughton/53' Trailer	1DW1A5328JBA00276	leased
	AAM Logistics Inc.	Volvo VNL	4V4NC9EHOJN888709	Owned
2021-05-21	Halton Autolease	INTERNATIONAL PROSTAR	3HSDJSNR1EN792750	Leased
	AAM Logistics Inc.	Cascadia Freightliner	3AKJHHDR3PSNZ0573	Owned
	AAM Logistics Inc.	Cascadia Freightliner	3AKJHHDR3PSNZ0574	Owned
	AAM Logistics Inc.	Cascadia Freightliner	3AKJHHDR3PSNZ0575	Owned
	AAM Logistics Inc.	Cascadia Freightliner	3AKJHHDR7NSNE4062	Owned
2020-08-18	AAM Logistics Inc.	Cascadia Freightliner	3AKJHHDR7NSNE4063	Owned

EXHIBIT "H"



Melinda Vine

Direct Line: (519)-661-6705 mvine@harrisonpensa.com

Law Clerk: Isabelle Stacey Direct Line: (519) 850-5573 istacey@harrisonpensa.com

March 20, 2024

Via Registered & Regular Mail & E-mail: arsalan@aamlogistics.com

A.A.M Logistics Inc. 31 Whitcomb Way Morristown, ON N0B 2C0

Dear Sir:

Re: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada (the "Bank")
Our File No. 200912

We are the solicitors for the Bank with respect to loans provided to A.A.M Logistics Inc. (hereinafter, the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank as at March 20, 2024, in the total sum of \$1,897,830.02 including all interest to March 20, 2023, plus all accruing interest, plus the Bank's costs of enforcement on a solicitor and client basis (the "Indebtedness").

The Indebtedness is comprised of the following:

Demand Loan (ending in 001) (number subject to change)	Principal: \$1,622,689.66 Interest: \$8,020.08
	Total: \$1,630,709.74 (per diem \$364.55)
Visa (ending in 5199 & 1761) (number subject to change)	\$254,227.38
Lease #201000075844	\$12,892.90
TOTAL	\$1,897,830.02

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

- 1. Letter Agreement dated August 1, 2023, and accepted by the Borrower on August 2, 2023;
- 2. Master Lease Agreement dated August 16, 2023, and the following Schedule:
 - a. Leasing Schedule #201000075844 dated August 19, 2023; and,
- 3. General Security Agreement dated August 2, 2023.

On behalf of the Bank, we hereby demand payment of the Indebtedness owing by the Debtor together with interest thereon and all costs to the date of payment.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations, indulgences, acceptance of payments or any continuing credit or provision of banking services shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

The Bank expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to the Debtor, if the Bank becomes aware of any matter which may impair its security. In addition, the Bank reserves the right to restrict or cancel all facilities at any time with no further notice and to restrict the operation of any bank account(s) including placing same on deposit only.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent, the Debtor waives the time period given by the Bank under this notice.

Yours truly,

Harrison Pensa LLP

Melinda Vine MVI/ist

Enclosure

cc: Arsalan Minhas, as quarantor

NOTICE OF INTENTION TO ENFORCE SECURITY (Section 244(1) of the Bankruptcy and Insolvency Act)

TO: A.A.M Logistics Inc., an insolvent person

TAKE NOTICE THAT:

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

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- 1. Master Lease Agreement dated August 16, 2023, and the following Schedule:
 - a. Leasing Schedule #201000075844 dated August 19, 2023; and,
- 2. General Security Agreement dated August 2, 2023.

The property to which the security relates includes, but is not limited to all real property, all personal property, including but not limited to all accounts, book debts, inventory, equipment, wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

- 2. The security that is to be enforced is in the form of:
 - 1. Master Lease Agreement dated August 16, 2023, and the following Schedule:
 - a. Leasing Schedule #201000075844 dated August 19, 2023; and,
 - 2. General Security Agreement dated August 2, 2023.
- 3. The total amount of indebtedness secured by the security is \$1,897,830.02 as of March 20, 2024, plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.
- The secured creditor will not have the right to enforce its security until after the expiry of the 4. 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 20th day of March, 2024.

ROYAL BANK OF CANADA by its solicitors, Harrison Pensa LLP

Per:

MELINDA VINE Harrison Pensa LLP 130 Dufferin Avenue, Suite 1101 PO Box 3237

London, ON N6A 4K3

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

CONSENT (s.244(2) of the Bankruptcy and Insolvency Act)

THE UNDERSIGNED hereby acknowledges receipt of a copy of Royal Bank of Canada's demand dated March 20, 2024, and the Notice of Intention to Enforce Security dated March 20, 2024 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of Royal Bank of Canada's security.

DATED at	, Ontario this	day of March, 2024.
		A.A.M LOGISTICS INC.
		Per:I have authority to bind the company
Witness		Arsalan Minhas



Melinda Vine

Direct Line: (519)-661-6705 mvine@harrisonpensa.com

Assistant: Isabelle Stacey Direct Line: (519) 850-5573 istacey@harrisonpensa.com

March 20, 2024

Via Registered & Regular Mail & E-mail: arsalan@aamlogistics.com

Arsalan Minhas 31 Whitcomb Way Morristown, ON N0B 2C0

Dear Arsalan Minhas:

Re: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada (the "Bank")
Our File No. 200912

We are the solicitors for the Bank with respect to loans provided to A.A.M Logistics Inc. hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank in the amount of \$1,897,830.02 as of March 20, 2024, together with interest thereon plus the Bank's costs of enforcement on a solicitor and client basis.

Pursuant to a guarantee executed by you dated August 2, 2023, and limited to the sum of \$950,000.00, you are liable to pay the sum of \$950,000.00 with interest continuing to accrue until payment plus the Bank's legal fees on a solicitor and own client basis.

On behalf of the Bank, we hereby demand payment of the Indebtedness together with interest thereon to the date of payment, within ten (10) days of the date of this letter.

Failing to make payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing. Yours truly,

HARRISON PENSA LLP

Melinda Vine MVI/ist DocuSign Envelope ID: D46EB94A-EED7-40CC-A9B3-D29E27549592

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Canada Post Corporation / Société canadienne des postes

Receipt (Bulk)

This receipt is necessary if enquiry is desired Fragile and perishable articles are not indemnified against damage. Idemnity and fees information Sécurité ou Recommandé

À produire en cas de réclamation.

Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

is available on request from your Postal Outlet. Sender Expéditeur Instructions pour l'expéditeur Sender Instructions Note: Bulk Receipt is to be completed for 3 or Avis: Récépissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'Installation postale. Harrison more items. Present mailings at any Postal Outlet. Complete and remove customer receipt. A Remplissez et retirez le récépissé du client. B Retirez la pellicule protectrice du récépissé. В Remove paper backing from receipt. 130 Dufferin Avenue, Suite 1101 C Affix receipt to this form. C Collez le récépissé sur cette formule. London, ON N6A 5R2 Retirez le code à barres du bas et l'apposer sur le "Document de saisle des donnés" Remove bottom bar code and affix to Trace Mail Data Capture Document" March 20, 2024 pour le courrier repérable. Remove paper backing from label E Retirez la pellicule de l'étiquette. RBC/A.A.M Logistics Inc. (200912/MVI) Apply label to envelope F Collez l'étiquette sur l'enveloppe (1) RECOMMANDÉ POSTES CANADA REGISTERED **RÉGIME INTÉRIEUR** DOMESTIC RECU DU CLIENT **CUSTOMER RECEIPT** Destinataire FOR DELIVERY CONFIRMATION DE LA LIVRA 31 WHITCOMB WAY 1 888 550-6333 (4) (6) MORRISTOWN, ON and on misch 045 CA RN 815 046 33-086-584 (17-12) STA REGISTERED RECOMMANDÉ DOMESTIC RÉGIME INTÉRIEUR (7) CUSTOMER RECEIPT REÇU DU CLIENT (9) Destinataire CONFIRMATION DE LA LIVRAISO 31 WHITCOMB WAY MORRISTOWN, ON NOB 200 1 888 550-6333 eclared Valeur lue déclarée Numero de repérage de la SCP RN 815 046 031 CA 33-086-584 (17-12) (10) (12)REGISTERED RECOMMANDÉ DOMESTIC **RÉGIME INTÉRIEUR CUSTOMER RECEIPT** REÇU DU CLIENT ARSALAN MINHAS CONFIRMATION DE LA LIVRAISON 31 WHITCOMB WAY (13)(15)1888 550-6333 MORRISTUWN, ON MOBZEO Declared Valeur Value déclarée RN 815 046 028 CA

33-086-584 (17-12)

EXHIBIT "I"



----- Forwarded message ------

From: Ahmad Jamal < ahmad@ask.associates>

Date: Wed, Mar 27, 2024 at 12:44 PM

Subject: Re: Meeting with RBC, Thursday March 14 @ 9:30am (RBC, 6240 Dixie Road, Mississauga) To: Arsalan Minhas <arsalan@aamlogistics.com>, Jaspreet Singh jaspreet@aamlogistics.com

- Accounts Receivables and Account Payables listing as at Jan 31 and Feb 29, 2024 JAN
 ATTACHED, NEVER RECEIVED FEB DATA FROM JASPREET
- Interim internally prepared financial statements (as per the credit agreement) as at Dec 31,
 2023 ATTACHED
- Details of all major contracts, duration, payment terms etc. ARSALAN TO PROVIDE
- Full listing of all owned/leased tractors and trailers ARSALAN TO PROVIDE
- Corporate Tax returns for fiscal year ended Dec 31, 2021 and Dec 31, 2022 ATTACHED
- Up-to-date printouts from myCRA account for payroll and HST accounts ATTACHED

On Tue, Mar 12, 2024 at 1:52 PM Arsalan Minhas <arsalan@aamlogistics.com> wrote:

Please see the below information required.

Kind regards, Arsalan Minhas

Begin forwarded message:

From: "Davé, Manoj" < manoj.dave@rbc.com > Date: March 12, 2024 at 1:49:19 PM EDT

To: Arsalan Minhas <arralan@aamlogistics.com>

Cc: "Abeydeera, Priyanka" < priyanka.abeydeera@rbc.com>

Subject: Meeting with RBC, Thursday March 14 @ 9:30am (RBC, 6240 Dixie Road, Mississauga)

Hello Arsalan,

It was nice to connect with you via telephone this morning. Thank you Priyanka for arranging that.

In preparation for the upcoming meeting on Thursday, can you please bring copies of the following information with you:

Accounts Receivables and Account Payables listing as at Jan 31 and Feb 29, 2024

- Interim internally prepared financial statements (as per the credit agreement) as at Dec 31, 2023
- Details of all major contracts, duration, payment terms etc.
- Full listing of all owned/leased tractors and trailers
- Corporate Tax returns for fiscal year ended Dec 31, 2021 and Dec 31, 2022
- Up-to-date printouts from myCRA account for payroll and HST accounts

In preparation of the meeting, please also complete the attached Personal Statement of Affairs (it is a fillable document).				
Kindly acknowledge receipt of this email and looking forward to seeing you on Thursday.				
Sincere regards,				
Manoj				
Manoj				
Manoj Davé Senior Manager Special Loans and Advisory Services				
Royal Bank of Canada 20 King Street West, 2 nd Floor, Toronto, ON M5H 1C4				
Tel: 416-974-0143; E-mail: manoj.dave@rbc.com				
If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.				

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

--

Ahmad Jamal Senior Associate T: +1 343 989 0340

Email: ahmad@ask.associates

ASK Associates

720 Sheppard Ave. Unit 3
Pickering, ON
L1V 1G5
https://www.ask.associates/

EXHIBIT "J"

From: Davé, Manoj <manoj.dave@rbc.com>
Sent: Friday, March 15, 2024 2:50 PM

To: Arsalan Minhas

Subject: Request for Information - A.A.M Logistics Inc.

Attachments: PSOA-template-english.pdf

Importance: High

Hello Arsalan,

Further to our meeting yesterday (March 14) at the RBC branch at Dixie and Meyerside, you confirmed that the office operations have been moved to the basement of your home at 58 Elysian Field Circle in Brampton. As discussed, and agreed you will provide the following information:

- Details of all existing major contracts, duration, payment terms etc.
- Full listing (Year, Make, Model, VIN#s etc.) of all tractors and trailers, and indicate whether the asset is owned or leased (if leased who the lender is)
- Corporate Tax returns for fiscal year ended Dec 31, 2021 and Dec 31, 2022
- Up-to-date printouts from myCRA account for payroll and HST accounts
- Insurance policy and coverage details

From Quick-books software:

- Accounts Receivables and Account Payables listing as at Jan 31 and Feb 29, 2024
- Interim internally prepared financial statements (as per the credit agreement) as at Dec 31, 2023

Please also complete the attached Personal Statement of Affairs (it is a fillable document) that was previously sent to you.

Kindly provide this information to us by no later than March 21, 2024.

Thank you and sincere regards,

Manoj

Manoj Davé | Senior Manager | Special Loans and Advisory Services **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, ON M5H 1C4

Tel: 416-974-0143; E-mail: manoj.dave@rbc.com

EXHIBIT "K"

From: Davé, Manoj <manoj.dave@rbc.com>
Sent: Wednesday, March 27, 2024 1:04 PM

To: Arsalan Minhas

Subject: Request for Information - A.A.M Logistics Inc.

Importance: High

Hi Arsalan

Thanks for forwarding some of the information requested.

Still missing are the following:

- Accounts Receivable and Accounts Payable reports as at February 2024
- Details of all major contracts, duration (start date/end date), payment terms etc.
- Full listing of all owned/leased tractors and trailers (Year, Make, Model, VIN, Owned/leased, if leased, who is the Lessor)
- Up-to-date printout from MyCRA for payroll/source deductions.
- Copy of the Insurance policy and coverage details

Kindly have this information sent to my attention no later than end of business day today.

Regards

Manoj

Manoj Davé | Senior Manager | Special Loans and Advisory Services **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, ON M5H 1C4

Tel: 416-974-0143; E-mail: manoj.dave@rbc.com

From: Arsalan Minhas <arsalan@aamlogistics.com> **Sent:** Wednesday, March 27, 2024 12:48 PM **To:** Davé, Manoj <manoj.dave@rbc.com>

Subject: Fwd: Meeting with RBC, Thursday March 14 @ 9:30am (RBC, 6240 Dixie Road, Mississauga)

[External]/[Externe]

Arsalan Minhas A.A.M Logistics Inc.

Suit 203, 6375 Dixie Road, Mississauga, ON. L5T 2C7

Email: arsalan@aamlogistics.com

Cell: 6478853548 Fax: (289)236-2051

EXHIBIT "L"

From: Melinda Vine <mvine@harrisonpensa.com>

Sent: Monday, April 1, 2024 1:36 PM

To: Emma Benaway; arsalan@aamlogistics.com

Cc: Isabelle Stacey

Subject: RE: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-

HPMain.FID754104]

Good Afternoon,

Please be advised that the demands have now expired.

The Bank is considering its enforcement options and is forbearing on a day to day basis in their absolute discretion.

The Bank continues to reserve all rights.

Melinda

Melinda Vine B.A., LL.B., LL.M. | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6705 | fax 519-667-3362 | mvine@harrisonpensa.com
Assistant Isabelle Stacey tel 519-850-6792 | istacey@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Emma Benaway <ebenaway@harrisonpensa.com>

Sent: Wednesday, March 20, 2024 3:16 PM

To: arsalan@aamlogistics.com

Cc: Melinda Vine <mvine@harrisonpensa.com>; Isabelle Stacey <istacey@harrisonpensa.com>

Subject: RE: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-HPMain.FID754104]

Good afternoon,

Please disregard the attachments in the below email.

Attached please find the correspondence of today's date, which is also being delivered to you by registered and regular mail.

Regards,

Emma

Emma Benaway | Law Clerk | HARRISON PENSA LLP | <u>130 Dufferin Avenue</u>, <u>Suite 1101</u>, <u>London</u>, <u>ON</u>, <u>N6A 5R2</u> | *tel* 226-797-4842 | *fax* 519-667-3362 | <u>ebenaway@harrisonpensa.com</u>

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Emma Benaway

Sent: Wednesday, March 20, 2024 2:54 PM

To: arsalan@aamlogistics.com

Cc: Melinda Vine <<u>mvine@harrisonpensa.com</u>>; Isabelle Stacey <<u>istacey@harrisonpensa.com</u>> **Subject:** Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-HPMain.FID754104]

Good afternoon,

Please find attached our correspondence of today's date, which is also being delivered to you by way of registered and regular mail.

Regards, Emma

Emma Benaway | Law Clerk | HARRISON PENSA LLP | <u>130 Dufferin Avenue</u>, <u>Suite 1101</u>, <u>London</u>, <u>ON</u>, <u>N6A 5R2</u> | *tel* 226-797-4842 | *fax* 519-667-3362 | <u>ebenaway@harrisonpensa.com</u>

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EXHIBIT "M"

From: Melinda Vine <mvine@harrisonpensa.com>

Sent: Tuesday, April 2, 2024 2:58 PM

To: Melinda Vine; Emma Benaway; arsalan@aamlogistics.com

Cc: Isabelle Stacey; manoj.dave@rbc.com

Subject: RE: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-

HPMain.FID754104]

Good Afternoon,

Further to our below email can you please advise if you have retained counsel? If so, please provide their contact information.

Please be advised that the Bank requires the information requested by the Bank not later than Friday April 5, 2024 to avoid further legal and enforcement action.

Kindly, Melinda

Melinda Vine B.A., LL.B., LL.M. | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6705 | fax 519-667-3362 | mvine@harrisonpensa.com
Assistant Isabelle Stacey tel 519-850-6792 | istacey@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Melinda Vine <mvine@harrisonpensa.com>

Sent: Monday, April 1, 2024 1:36 PM

To: Emma Benaway <ebenaway@harrisonpensa.com>; arsalan@aamlogistics.com

Cc: Isabelle Stacey <istacey@harrisonpensa.com>

Subject: RE: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-HPMain.FID754104]

Good Afternoon,

Please be advised that the demands have now expired.

The Bank is considering its enforcement options and is forbearing on a day to day basis in their absolute discretion.

The Bank continues to reserve all rights.

Melinda

Melinda Vine B.A., LL.B., LL.M. | Harrison Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6705| fax 519-667-3362 | mvine@harrisonpensa.com
Assistant Isabelle Stacey tel 519-850-6792| istacey@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Emma Benaway <ebenaway@harrisonpensa.com>

Sent: Wednesday, March 20, 2024 3:16 PM

To: arsalan@aamlogistics.com

Cc: Melinda Vine <<u>mvine@harrisonpensa.com</u>>; Isabelle Stacey <<u>istacey@harrisonpensa.com</u>>
Subject: RE: Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-HPMain.FID754104]

Good afternoon,

Please disregard the attachments in the below email.

Attached please find the correspondence of today's date, which is also being delivered to you by registered and regular mail.

Regards,

Emma

Emma Benaway | Law Clerk | HARRISON PENSA LLP | <u>130 Dufferin Avenue</u>, <u>Suite 1101</u>, <u>London</u>, <u>ON</u>, <u>N6A 5R2</u> | *tel* 226-797-4842 | *fax* 519-667-3362 | **ebenaway@harrisonpensa.com**

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Emma Benaway

Sent: Wednesday, March 20, 2024 2:54 PM

To: arsalan@aamlogistics.com

Cc: Melinda Vine <<u>mvine@harrisonpensa.com</u>>; Isabelle Stacey <<u>istacey@harrisonpensa.com</u>> **Subject:** Indebtedness of A.A.M Logistics Inc. to Royal Bank of Canada [IWOV-HPMain.FID754104]

Good afternoon,

Please find attached our correspondence of today's date, which is also being delivered to you by way of registered and regular mail.

Regards,

Emma

Emma Benaway | Law Clerk | HARRISON PENSA LLP | <u>130 Dufferin Avenue</u>, <u>Suite 1101</u>, <u>London</u>, <u>ON</u>, <u>N6A 5R2</u> | *tel* 226-797-4842 | *fax* 519-667-3362 | <u>ebenaway@harrisonpensa.com</u>

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

EXHIBIT "N"

From: Davé, Manoj <manoj.dave@rbc.com>
Sent: Wednesday, April 3, 2024 9:29 AM

To: Arsalan Minhas

Subject: A.A.M Logistics Inc / RBC request for information

Importance: High

Hi Arsalan,

I tried calling you a few times last week and earlier this week without any success. You have also received communication from RBC's legal counsel, Ms. Melinda Vine.

RBC had previously requested information from the company (March 12th, March 15th and March 27th), while we got some information, the majority of the information remains outstanding, specifically:

- Accounts Receivable and Accounts Payable reports as at February 2024 and March 2024;
- Details of all major contracts, duration (start date/end date), payment terms etc.;
- Full listing of all owned/leased tractors and trailers (Year, Make, Model, VIN, Owned/leased, if leased, who is the Lessor);
- Up-to-date printout from MyCRA for Payroll/source deductions account and HST account;
- Copy of the Insurance policy and coverage details; and
- Copies of bank statements of A.A.M Logistics Inc at CIBC from July 2023 to-date.

We ask that the information requested be provided by no later than Friday, April 5th, 2024.

The Bank continues to reserve all rights.

Sincerely,

Manoj

Manoj Davé | Senior Manager | Special Loans and Advisory Services **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, ON M5H 1C4

Tel: 416-974-0143; E-mail: manoj.dave@rbc.com

ROYAL BANK OF CANADA	-and-	-and- A.A.M LOGISTICS INC.	
Applicant		Responden	t Court File No. CV-24-00001690-0000
			ONTARIO SUPERIOR COURT OF JUSTICE
			PROCEEDING COMMENCED AT MILTON, ONTARIO
			AFFIDAVIT OF MANOJ DAVÉ
		E 1	HARRISON PENSA ^{LLP} Barristers and Solicitors 30 Dufferin Avenue, Suite 1101 London, Ontario N6A 5R2
		T F	Melinda Vine (LSO #53612R) Fel: (519) 679-9660 Fax: (519) 667-3362 Email: mvine@harrisonpensa.com
			Solicitors for the Applicant, The Royal Bank of Canada

Applicant	Responde	ent Court File No. CV-24-00001690-0000
		ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT MILTON, ONTARIO
		APPLICATION RECORD
		HARRISON PENSA LLP Barristers and Solicitors 130 Dufferin Avenue, Suite 1101 London, Ontario N6A 5R2
		Melinda Vine (LSO #53612R) Tel: (519) 679-9660 Fax: (519) 667-3362 Email: mvine@harrisonpensa.com
		Solicitors for the Applicant, Royal Bank of Canada

-and-

ROYAL BANK OF CANADA

A.A.M LOGISTICS INC.