

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT
SINGH BOPARAI, and NAWABBIR SINGH BOPARAI**

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

APPLICATION RECORD
(Returnable August 15, 2024)
(VOLUME 1 OF 2)

July 22, 2024

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AND TO:	<p>MSI SPERGEL INC. 200 Yorkland Blvd., Suite 1100 Toronto, ON M2J 5C1</p> <p>Mukul Manchanda Email: mmanchanda@spergel.ca Tel: 416-498-4314</p> <p>Proposed Receiver</p>	<p>BY EMAIL TO: mmanchanda@spergel.ca</p>
AND TO:	<p>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</p>	<p>BY EMAIL TO: AGC.PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>
AND TO:	<p>HIS MAJESTY THE KING IN RIGHT OF ONTARIO As represented by the Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa, ON L1H 8H5</p> <p>Attention: Steven Groeneveld Email: steven.groeneveld@ontario.ca Tel: 905-431-8380</p> <p>Senior Counsel, Ministry of Finance</p>	<p>BY EMAIL TO: steven.groeneveld@ontario.ca</p>
AND TO:	<p>INSOLVENCY UNIT Province of Ontario Email: insolvency.unit@ontario.ca</p>	<p>BY EMAIL TO: insolvency.unit@ontario.ca</p>

**ONTARIO
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Respondents

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TAB 1



Court File No. CV-24-00003238-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT
SINGH BOPARAI, and NAWABBIR SINGH BOPARAI**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED; AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED**

NOTICE OF APPLICATION

TO THE RESPONDENTS

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 on August 1, 2024, at 10:00 a.m., before a Judge presiding over the Superior Court of Justice.

- In writing
- In person
- By telephone conference
- By video conference

at the following location:

Zoom link to be uploaded on Caselines.

- 2 -

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does 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's lawyer or, where the Applicant does 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 at least four days 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 July 12, 2024

Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
7755 Hurontario Street
Brampton, ON L6W 4T1

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Digitally signed
by Laticha T
Cunningham
Date:
2024.07.19
09:38:55 -04'00'

TO: **NAGRA LAW**
133 Milani Blvd., Suite 100
Vaughan, ON L4H 4M4

Attention: Bhupinder Nagra
Email: bhupinder@nagralaw.net

APPLICATION

1. The Applicant, the Toronto-Dominion Bank ("**TD**"), makes application for:
 - a. an Order, if necessary, abridging and validating the time for service, filing, and confirming of this Notice of Application and the Application Record, so that this application is properly returnable on August 1, 2024, and dispensing with further service thereof;
 - b. an Order substantially in the form attached hereto as **Schedule "A"**, appointing msi Spergel inc. as receiver (the "**Receiver**"), without security, of all of the property, assets and undertakings of Ballo Carriers Inc. and 1000228842 Ontario Inc. ("**Ballo**" and "**100**" respectively, and together, the "**Companies**"), including the real property municipally known as 17-2131 Williams Parkway, Brampton [PIN19416-0017] (the "**Brampton Property**") pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3, ("**BIA**") as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
 - c. an Order granting judgment on consent in favour of TD against the Respondents Bhupinderjot Singh Boparai ("**Bhupinderjot**") and Nawabbir Singh Boparai ("**Nawabbir**"), in the form attached hereto as **Schedule "B"** in accordance with their obligations and unlimited guarantees given for the debts, liabilities, and obligations of the Companies;

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- d. prejudgment interest in accordance with section 128 of the *Courts of Justice Act*;
 - e. postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
 - f. the costs of this proceeding, plus all applicable taxes; and,
 - g. such further and other relief as this Honourable Court may deem just.
2. The grounds for this Application are:
- a. Ballo operates a trucking business based in Brampton. 100 is the legal owner of the Brampton Property. The Companies share a registered head office address at 3 Belleville Drive, Brampton, ON, L6P 1V7.
 - b. Bhupinderjot and Nawabbir are directors and the sole officers of Ballo. Nawabbir is the sole director and Bhupinderjot and Nawabbir are the sole officers of 100.
 - c. Bhupinderjot and Nawabbir (together, the "**Guarantors**") guaranteed the debts of the Companies to TD by way of unlimited personal guarantees signed on February 21 and March 21, 2023.
 - d. The Companies are indebted to TD pursuant to a credit facilities agreement dated February 15, 2023 (the "**Credit Agreement**"), under which TD advanced an Operating Facility and a Term Facility.

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- e. In addition to the Credit Agreement, Ballo is indebted to TD pursuant to the following:
- i. TD Visa business cards for an aggregate amount of \$55,000 (the "**Visa Facility**"); and,
 - ii. Lease facilities pursuant to a Master Lease Agreement dated June 29, 2021 together with various Master Lease Schedules.
- f. The Companies provided security to TD for their indebtedness, including General Security Agreements (the "**GSAs**") and 100 provided Mortgage Security. Both the GSAs and the Mortgage Security entitle TD to appoint a receiver upon default.
- g. TD issued Notices of Intention to Enforce Security pursuant to section 244 of the BIA to each of the Companies and to the Guarantors, together with payment demands, as follows:
- i. On February 5, 2024, in respect of the Operating Facility and the Visa Facility, with a deadline of February 15, 2024.
 - ii. On February 21, 2024, in respect of the TDEF Lease Facilities, with a deadline of March 4, 2024.
 - iii. On February 22, 2024, in respect of the Term Facility, with a deadline of March 4, 2024.

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- h. On March 12, 2024, TD, the Companies, and the Guarantors entered into a Forbearance Agreement (the "**Forbearance Agreement**") which required, among other things, the repayment of the Indebtedness by no later than May 31, 2024.
- i. Pursuant to the Forbearance Agreement, the Companies consented to the appointment of a receiver upon default and the Guarantors consented to judgment upon default.
- j. Almost immediately after executing the Forbearance Agreement, the Companies and the Guarantors defaulted, and default continues today.
- k. Payment demands and the Section 244 Notices have expired and the Indebtedness remains outstanding.
- l. TD has provided the Companies and Guarantors with more than sufficient time to repay the Indebtedness, including additional time when the Companies defaulted under the Forbearance Agreement.
- m. TD has lost confidence in the Companies as they have consistently breached their contractual obligations to TD.
- n. Moreover, 100 is in arrears in the Term Loan payments and Ballo is in arrears in the TDEF lease payments.
- o. The appointment of a Receiver is just and convenient in the circumstances referred to herein.

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- p. TD proposes that msi Spergel inc. be appointed as Receiver, without security, over all of the assets, undertakings, and properties of the Companies.
 - q. msi Spergel inc. has consented to act as court-appointed Receiver.
 - r. Other grounds as set out in the Affidavit of Rukshana Belliappa.
 - s. Section 243(1) of the BIA.
 - t. Section 101 of the *Courts of Justice Act*.
 - u. Rules 1.04, 2.03, 3.02, 14 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, R. 194, as amended.
3. The following documentary evidence will be used at the hearing of the Application:
- a. The Affidavit of Rukshana Belliappa;
 - b. Consent to Receiver and Consent to Judgment signed by the Respondents under the Forbearance Agreement;
 - c. Consent of msi Spergel inc. to act as Receiver;
 - d. Such further and other evidence as counsel may advise and this Honourable Court may permit.

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July 12, 2024

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Lawyers for the Applicant

SCHEDULE "A"

CONSENT TO RECEIVER


TO: The Toronto-Dominion Bank (the "Lender")

AND TO: Its solicitors, Fogler, Rubinoff LLP

Ballo Carriers Inc. and 1000228842 Ontario Inc. (the "Debtors") hereby consent to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtors' assets, property and undertaking, including the real property municipally known as Unit 17, 2131 Williams Parkway, Brampton, Ontario and any and all of the Debtors' books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order in substantially the form attached hereto as Schedule "A" of a receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.


DATED this 12th day of MARCH, 2024.

BALLO CARRIERS INC.

Per: 
Name:
Title:

I Have Authority to Bind the Corporation

1000228842 ONTARIO INC.

Per: 
Name:
Title:

I Have Authority to Bind the Corporation

Schedule A
ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

THE TORONTO-DOMINION BANK¹

Plaintiff

- and -

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT SINGH
BOPARAI and NAWABBIR SINGH BOPARAI**

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff² for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [RECEIVER'S NAME] as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Ballo Carriers Inc. and 1000228842 Ontario Inc. (collectively, the "Debtors"), including the real property municipally known as Unit 17, 2131 Williams Parkway, Brampton, Ontario

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".

acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [NAME] sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and 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] is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

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

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____ ; and

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.

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

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

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.

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall

provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (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

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".

Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices

or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

4

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

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

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

THE TORONTO-DOMINION BANK

Plaintiff

and

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT SINGH
BOPARAI and NAWABBIR SINGH BOPARAI**

Defendants

CONSENT

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Schedule "A"**, being entered against them. The undersigned also certify that the Judgment being sought herein does not affect the rights of any person under disability.

DATED this day of , 2024.

BALLO CARRIERS INC.

Per: Boparai
Name:
Title:

I Have Authority to Bind the Corporation

Witness

Witness

1000228842 ONTARIO INC.

Per: Boparai
Name:
Title:

I Have Authority to Bind the Corporation

Boparai
BHUPINDERJOT SINGH BOPARAI

Boparai
NAWABBIR SINGH BOPARAI

~

Schedule A

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) **DAY, THE** **DAY**
)
JUSTICE) **OF** **202**

B E T W E E N:

THE TORONTO-DOMINION BANK

Plaintiff

and

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT SINGH
BOPARAI and NAWABBIR SINGH BOPARAI**

Defendants

JUDGMENT

THIS MOTION, made by the plaintiff, the Toronto-Dominion Bank (“**TD**”), without notice, for consent judgment against the defendants, Ballo Carriers Inc., 1000228842 Ontario Inc., Bhupinderjot Singh Boparai and Nawabbir Singh Boparai, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the notice of motion, including an affidavit of verification, and the consent of the parties, filed,

1. **IT IS ORDERED AND ADJUDGED** that the defendant, Ballo Carriers Inc., shall pay to the plaintiff, TD, the sum of \$ _____ in respect of its primary debts and in respect of its unlimited guarantee dated February 21, 2023, in respect of the debts, liabilities and obligations of 1000228842 Ontario Inc.

2. **IT IS ORDERED AND ADJUDGED** that the defendant, 1000228842 Ontario Inc., shall pay to the plaintiff, TD, the sum of \$ _____ in respect of its primary debts and in respect of its unlimited guarantee dated February 21, 2023, in respect of the debts, liabilities and obligations of Royal Meat BBQ Inc.

3. **IT IS ORDERED AND ADJUDGED** that the defendant, Bhupinderjot Singh Boparai, shall pay to the plaintiff, TD, the sum of \$ _____ in respect of his unlimited guarantee dated March 29, 2021, in respect of the debts, liabilities and obligations of Ballo Carriers Inc.

4. **IT IS ORDERED AND ADJUDGED** that the defendant, Bhupinderjot Singh Boparai, shall pay to the plaintiff, TD, the sum of \$ _____ in respect of his unlimited guarantee dated February 21, 2023, in respect of the debts, liabilities and obligations of 1000228842 Ontario Inc.

5. **IT IS ORDERED AND ADJUDGED** that the defendant, Nawabbir Singh Boparai, shall pay to the plaintiff, TD, the sum of \$ _____ in respect of his unlimited guarantee dated March 29, 2021, in respect of the debts, liabilities and

obligations of Ballo Carriers Inc.

6. **IT IS ORDERED AND ADJUDGED** that the defendant, Nawabbir Singh Boparai, shall pay to the plaintiff, TD, the sum of \$ _____ in respect of his unlimited guarantee dated February 21, 2023, in respect of the debts, liabilities and obligations of 1000228842 Ontario Inc.

7. **IT IS ORDERED AND ADJUDGED** that the defendants, Ballo Carriers Inc., 1000228842 Ontario Inc., Bhupinderjot Singh Boparai and Nawabbir Singh Boparai, shall pay to the plaintiff, TD, the sum of \$ _____ in respect of costs incurred by the plaintiff, TD, in respect of this motion.

THIS JUDGMENT BEARS INTEREST as follows:

(a) On the judgment debt of \$ _____ as set out in above paragraph 1 payable by the defendant, Ballo Carriers Inc., to TD, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 “Obligations Guaranteed” of the Guarantee executed and delivered by Ballo Carriers Inc. and in favour of the Bank) from the date of judgment.

(b) On the judgment debt of \$ _____ as set out in above paragraph 2 payable by the defendant, 1000228842 Ontario Inc., to TD, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 “Obligations Guaranteed” of the Guarantee executed and delivered by 1000228842 Ontario Inc. and in favour of the Bank) from the date of judgment.

(c) On the judgment debt of \$ _____ as set out in above paragraphs 3 and 4 payable by the defendant, Bhupinderjot Singh Boparai, to TD, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 “Obligations Guaranteed” of the Guarantees executed and delivered by Bhupinderjot Singh Boparai and in favour of the Bank) from the date of judgment.

(d) On the judgment debt of \$ _____ as set out in above paragraphs 5 and 6 payable by the defendant, Nawabbir Singh Boparai, to TD, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 “Obligations Guaranteed” of the Guarantees executed and delivered by Nawabbir Singh Boparai and in favour of the Bank) from the date of judgment.

(e) On the costs of \$ _____ as set out in above paragraph 7 payable by the defendants, Ballo Carriers Inc., 1000228842 Ontario Inc., Bhupinderjot Singh Boparai and Nawabbir Singh Boparai, at the highest rate of interest per annum that is charged on any Obligations (as defined in Section 1 “Obligations Guaranteed” of the Guarantees executed and delivered by each of Ballo Carriers Inc., 1000228842 Ontario Inc., Bhupinderjot Singh Boparai and Nawabbir Singh Boparai in favour of the Bank) from the date of judgment.

THE TORONTO-DOMINION BANK
Applicant

-and-

BALLO CARRIERS INC. et al.
Respondents

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

Court File No. CV-24-00003238-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

and

**BALLO CARRIERS INC., 1000228842 ONTARIO INC., BHUPINDERJOT
SINGH BOPARAI, and NAWABBIR SINGH BOPARAI**

Respondents

AFFIDAVIT OF RUKSHANA BELLIAPPA
(Sworn July 19, 2024)

I, **RUKSHANA BELLIAPPA**, of the City of Mississauga, of the Regional Municipality of Peel, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an Account Manager with the Financial Restructuring Group of the Applicant, The Toronto-Dominion Bank ("**TD**"), and the individual with carriage of the TD accounts of the Respondents, Ballo Carriers Inc. and 1000228842 Ontario Inc. ("**Ballo**" and "**100**" respectively, and together, the "**Companies**"). As such, I have personal knowledge of the matters to which I hereinafter depose.
2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true.

3. To the extent that any of the information set out in this affidavit is based on my review of TD's documents, I verily believe the information in such documents to be true.
4. I am swearing this affidavit in support of TD's within Application to appoint msi Spergel inc. as receiver of the assets, undertakings and properties of the Companies, including the real property municipally known as 17-2131 Williams Parkway, Brampton [PIN19416 - 0017] (the "**Brampton Property**") pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3, ("**BIA**") as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
5. On February 5, 2024, TD issued to the Companies a Notice of Intention to Enforce Security pursuant to s. 244 of the BIA (the "**Section 244 Notice**"), together with payment demands in connection with an Operating Loan and Visa Facility advanced to Ballo.
6. On February 21, 2024, TD issued to the Companies a Section 244 Notice, together with payment demands in connection with equipment lease facilities pursuant to a Master Equipment Lease No. T000006070 between TD Equipment Finance Canada ("**TDEF**") and Ballo dated June 29, 2021 together with Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460 (the "**TDEF Lease Facilities**").
7. On February 22, 2024, TD issued to the Companies a Section 244 Notice, together with payment demands in connection with a Term Facility advanced to 100.
8. Payment demands were also issued to the Guarantors (defined below) on February 5, 21 and 22, 2024.

9. Subsequently, the parties entered into a forbearance agreement ("**Forbearance Agreement**"), under which TD agreed to provide the Companies until May 31, 2024 to repay the indebtedness, subject to the terms and conditions contained in the Forbearance Agreement. The Companies provided to TD a consent to receivership under the Forbearance Agreement. The Guarantors provided to TD a consent to judgment under the Forbearance Agreement.

10. TD has not extended the forbearance period. The forbearance period expired on May 31, 2024. The indebtedness owing by the Companies to TD remains outstanding.

The Parties

11. TD is a chartered bank with offices in Toronto, Ontario.

12. The Companies were incorporated pursuant to the laws of Ontario. Ballo operates a trucking company based in Brampton. 100 is the owner of the Brampton Property. The Companies share a registered head office address at 3 Belleville Drive, Brampton, ON, L6P 1V7. Attached as **Exhibit "A"** and **Exhibit "B"** are copies of Ontario Corporate Profile Reports for Ballo and 100, respectively, dated January 16, 2024.

13. The Ontario Corporate Profile Reports indicate the following:

- a) Bhupinderjot Singh Boparai ("**Bhupinderjot**"), Nawabbir Singh Boparai ("**Nawabbir**") and Sukhpinder Kaur Boparai are directors of Ballo; and Bhupinderjot and Nawabbir are officers of Ballo; and,

- b) Nawabbir is the sole director of 100; and Bhupinderjot and Nawabbir are the officers of 100.

Credit Agreement and Security

14. Pursuant to a credit facilities agreement dated February 15, 2023, together with Schedule "A" – Standard Terms and Conditions, accepted by the Companies on February 15, 2023 (the "**Credit Agreement**"), TD established a \$650,000.00 operating loan ("**Operating Loan**") in favour of Ballo and a \$750,000.00 committed reducing term facility ("**Term Facility**") in favour of 100. The Credit Agreement is appended as **Exhibit "C"** to this affidavit.

15. The Operating Loan is repayable on demand. The Term Facility contemplated equal monthly payments of principal and interest.

16. Pursuant to the "Availability of Operating Loan" section of the Credit Agreement, the Companies covenanted and agreed:

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

13. Pursuant to "7. Standard Positive Covenants" of Schedule "A" – Standard Terms and Conditions in the Credit Agreement, the Companies covenanted and agreed:

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will: [...]

(a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower. [...]

(g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all of the matters in the Borrower's representation and warranty in Section 6(i). [...]

(j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors. [...]

(m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom. [...].

14. The "Events of Default" section of the Credit Agreement provides:

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

15. Subsections (a) and (d) of "10. Standard Events of Default" of Schedule "A" – Standard Terms and Conditions in the Credit Agreement further provides:

The Bank may accelerate payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default: [...]

(a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.

(d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.

16. TD also advanced to Ballo:

- (a) a TD Visa business facility for an aggregate amount of \$55,000 (the "**Visa Facility**"); appended as **Exhibit "D"** is a copy of the TD Business Credit Card Agreement signed February 22, 2023 and,
- (b) an equipment lease facility through TD Equipment Financing for various vehicles (the "**TDEF Lease Facilities**"), pursuant to a Master Lease Agreement dated June 29, 2021, appended as **Exhibit "E"** together with:
 - i. Master Equipment Lease No. T000006070, Schedule No. 23007210
 - ii. Master Equipment Lease No. T000006070, Schedule No. 21011230
 - iii. Master Equipment Lease No. T000006070, Schedule No. 21020460
 - iv. Master Equipment Lease No. T000006070, Schedule No. 21018500
 - v. Master Equipment Lease No. T000006070, Schedule No. 21012290

(collectively the "**Master Lease Agreement and Schedules**").

17. As security for the credit facilities, the Companies granted TD the following General Security Agreements registration in respect of which was duly made pursuant to the *Personal Property Security Act (Ontario)* (the "**PPSA**"):

- (a) Ballo signed a General Security Agreement on March 29, 2021 (the "**Ballo GSA**"), appended as **Exhibit "F"** to this affidavit; and,

- (b) 100 signed a General Security Agreement on February 21, 2023 (the "**100 GSA**"), appended as **Exhibit "G"** to this affidavit.

18. The Ballo GSA and the 100 GSA are substantially the same and contain the same terms. For the remainder of this affidavit, the Ballo GSA and 100 GSA are collectively referred to as the "**GSA**".

19. Section 11, "Events of Default", of the GSA provides:

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- a) The Grantor fails to pay when due, whether by acceleration of otherwise, any of the Obligations;
 - b) The Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties; [...]
 - l) Any other event which causes the Bank, in good faith, to deem itself insecure [...].
20. Pursuant to section 12(a)(xii) "Remedies" section of the GSA, upon the occurrence of an event of default that has not been cured or waived, TD is entitled to appoint a receiver.

21. As further security for the Term Facility, 100 granted a Charge/Mortgage to TD registered as Instrument No. PR4173363 on February, 22, 2023, in the principal amount of \$750,000, payable on demand, in connection with the Brampton Property, including Standard Charge Terms 8520. In addition, a Notice of Assignment of Rents-General was registered against the Brampton Property as Instrument No. PR4173364 on February 22,

2023. Copies of the Charge/Mortgage, TD Standard Charge Terms, and Notice of Assignment of Rents-General (collectively the "**Mortgage Security**") are appended as **Exhibit "H"**.

22. Section 8, "Appointment of Receiver" under the Mortgage Security, expressly entitles TD to appoint a receiver upon default of 100.

17. In support of, and as further security for the Companies' obligations under the Credit Agreement, Visa Agreement and the Master Lease Agreement and Schedules, Bhupinderjot and Nawabbir (together, the "**Guarantors**") guaranteed the debts of the Companies to TD pursuant to the following unlimited personal guarantees:

- a) On February 21, 2023 and March 29, 2021, respectively, Nawabbir and Bhupinderjot gave unlimited personal guarantees for the debts of Ballo (the "**Ballo Guarantees**"). These guarantees are appended as **Exhibit "I"** and **Exhibit "J"**, respectively; and,
- b) On February 21, 2023 Nawabbir and Bhupinderjot each gave unlimited personal guarantees for the debts of 100 (the "**100 Guarantees**"). These guarantees are appended as **Exhibit "K"** and **Exhibit "L"**, respectively.

23. The Ballo Guarantees and 100 Guarantees are substantially the same and contain the same terms. Together, they are the "**Guarantees**".

24. Pursuant to section 5 of the Guarantees, titled "Continuing Guarantee":

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. [...]

Secured Creditors

25. Attached as **Exhibit "M"** are copies of the certified PPSA search results for Ballo and 100 with currency to July 11, 2024, indicating:

a) for Ballo: 42 registrations

b) for 100: TD as the only registrant.

26. The parcel register for the Brampton Property, effective June 13, 2024, indicates, TD as the first mortgagee.

27. The parcel register also indicates registrations in favour of i) 2418338 Ontario Inc. for a Charge in the amount of \$200,000 registered on January 5, 2024 (the "**241 Charge**") and ii) Peel Condominium Corporation No. 416 for a condo lien in the amount of \$4,022 registered on April 30, 2024 ("**Condo Lien/98**").

28. The realty tax certificate for the Brampton Property effective to June 17, 2024 indicates taxes owing for 2024 in the amount of \$3,611.70 broken down as \$3,440.17 for tax owing and \$171.53 for penalties/interest owing. Copies of the parcel register, the 241 Charge, the Condo Lien/98 and realty tax certificate dated June 17, 2024 are appended as **Exhibit "N"**.

Demands and Default

29. On January 15, 2024, the accounts of the Companies were transferred to TD's Financial Restructuring Group due to TD's concerns with the financial performance of the Companies.

30. Thereafter, TD issued Notices of Intention to Enforce Security pursuant to section 244 of the BIA (the "**Section 244 Notices**") to each of the Companies and to the Guarantors, together with payment demands, as follows:

- (a) On February 5, 2024, in respect of the Operating Facility and the Visa Facility, with a deadline of February 15, 2024. These Section 244 Notices and demands are appended as **Exhibit "O"** to this affidavit.
- (b) On February 21, 2024, in respect of the TDEF Lease Facilities, with a deadline of March 4, 2024. These Section 244 Notices and demands are appended as **Exhibit "P"** to this affidavit.
- (c) On February 22, 2024, in respect of the Term Facility, with a deadline of March 4, 2024. These Section 244 Notices and demands are appended as **Exhibit "Q"** to this affidavit.

31. Following issuance of the Section 244 Notices and payment demands, the Companies and Guarantors requested that TD forbear from enforcing its rights and remedies. Appended as **Exhibit "R"** is an email exchange between TD's lawyers and

the Companies/Guarantors lawyers in connection with key forbearance terms sent February 23 and 28, 2024.

The Forbearance Agreement and Further Defaults

32. On March 12, 2024, TD, the Companies, and the Guarantors entered into a Forbearance Agreement (the "**Forbearance Agreement**") pursuant to which TD agreed to refrain from exercising its rights and remedies under the Credit Agreement and the security documents delivered to TD until May 31, 2024 or until the occurrence of an Event of Default as defined in the Forbearance Agreement (the "**Forbearance Period**"). Appended as **Exhibit "S"**, is a copy of the fully executed Forbearance Agreement, together with the consent to judgment and the consent to receivership.

33. Under the Forbearance Agreement, the Companies and the Guarantors among other things:

- (a) Acknowledged arrears owing to TD under the TDEF Lease Facilities;
- (b) Acknowledged the Indebtedness (as defined in the Forbearance Agreement) owing by the Companies (as primary debtors and as corporate guarantors) and by the Guarantors to TD;
- (c) Acknowledged defaults under the Credit Agreement and the security documents;

- (d) Acknowledged that TD had the right to issue payment demands and the Section 244 Notices and enforce the GSA, Mortgage Security and Guarantees as payment demands and related Section 244 Notices expired;
- (e) Agreed to make payments to service and reduce the Indebtedness in accordance with clause 5.04 of the Forbearance Agreement; and
- (f) Consented to judgment and to the appointment of a receiver on application by TD to the Superior Court of Justice (Ontario) (clause 6.01(z) and (aa) and Schedules "C" and "D" to the Forbearance Agreement).

34. On March 13, 2024, Rachel Moses, lawyer for TD, wrote to counsel for the Companies and Guarantors, Bhupinder Nagra, drawing Ms. Nagra's attention to a number of action items arising from the Forbearance Agreement. Ms. Moses stated:

Please find attached the fully executed forbearance agreement. We note the following Action Items:

1. **5.03 – Forbearance Fee:** \$10,000.00 shall become due and payable at the end of the Forbearance Period (May 31, 2024), and the Bank shall be entitled to debit the account of any one of the Borrowers in the amount of \$10,000.00;
2. **5.04 – Servicing and Reduction of the Indebtedness:** payments to the Bank to reduce the balance of the Visa Facility as follows:
 - i. \$10,000.00 by March 20, 2024;
 - ii. \$10,000.00 by April 20, 2024;
 - iii. \$10,000.00 by May 21, 2024;
3. **6.01 – (l) Harmonized Sales tax and Source Deductions:** The Borrowers shall deliver to the Bank evidence that the Borrowers are current with all amounts owing to Canada Revenue Agency in respect of source deductions and harmonized sales by May 21, 2024;

(p) – Insurance: Borrower B shall provide a copy of the current insurance policy evidencing fire and other perils coverage on the Real Property by no later than March 28, 2024;

(s) – Progress and Status Reports: The Borrowers shall deliver status reports to the Bank by way of email sent directly to the Bank on March 28, 2024 and on April 30, 2024;

(bb) – Bodkin PPSA Registration Details: Borrower A shall provide to the Bank the security agreement and the statement of amount of indebtedness owing by Borrower A to the secured creditor, Bodkin, by no later than March 15, 2024;

(cc) – Provision of Vehicle List: Borrower A shall provide to the Bank an up-to-date list of all motor vehicles owned by Borrower A by no later than March 15, 2024;

(dd) – Remedy MOF Fuel Tax Arrears: The Borrowers shall provide evidence satisfactory to the Bank that i) the MOF Fuel Tax Arrears have been cured; and ii) the MOF PPSA Registration has been discharged, by no later than May 31, 2024;

4. Repayment deadline by May 31, 2024.

35. Shortly after the execution of the Forbearance Agreement, the Companies and Guarantors were in default of their obligations under the Forbearance Agreement. Despite the defaults, TD did not terminate the Forbearance Agreement, as it was entitled to do. Instead, TD provided notices of default to the Companies and Guarantors and reserved all of its rights and remedies, hoping that the Companies and Guarantors would repay all indebtedness owing to TD on May 31, 2024 – at the end of the Forbearance Period. Appended as **Exhibit "T"** are copies of some of the notices of default.

36. On May 31, 2024 – being the end of the Forbearance Period – Ms. Moses wrote to Ms. Nagra in part: "All indebtedness must be repaid today together with evidence that CRA, MOF and property taxes are current. The payout letter [with respect to the TDEF Lease Facility] expires on Monday and if the indebtedness is not repaid, TD is at liberty

to enforce the consent to receivership and judgment." Ms. Moses' email is appended as **Exhibit "U"**.

37. Neither Ms. Nagra nor the Companies or Guarantors responded to Ms. Moses' email.

38. On June 3, 2024, Ms. Moses again wrote to Ms. Nagra advising that the deadline to repay TD had expired. At Ms. Nagra's request, despite that Ms. Moses had already provided information about the amount owing days earlier, Ms. Moses again sent a payout statement from TDEF showing the amounts owing. The above-noted email exchanges between Ms. Moses and Ms. Nagra are appended as **Exhibit "V"**.

39. On June 4, 2024, Ms. Moses sent a further email to Ms. Nagra in part as follows:

[...] your clients are in default under the Forbearance Agreement for failing to repay all indebtedness due on May 31, 2024. In addition, your clients have been in continuous default of the Forbearance Agreement since execution and the Bank has not waived any of the events of default or continuing events of default.

In addition, TD advises that Ballo is over its line limit by \$30k today (\$680k usage vs. \$650k limit) and TD has returned may items this morning. Ballo is also behind on TD loan payments, including TDEF payment towards Contract #XXX230 and payment on TDEF Contract #XXX460.

In the interim, the Bank reserves all of its rights and remedies.

40. Ms. Moses' June 4, 2024 emails are appended as **Exhibit "W"** to this affidavit.

41. On June 6, 2024, Ms. Moses sent another follow-up email to Ms. Nagra, stating in part: "*All indebtedness must be repaid today as the loans remain outstanding. Evidence that CRA, MOF and realty taxes must also be provided*". Ms. Nagra did not reply, despite

a further follow-up email from Ms. Moses on June 11, 2024. These emails from Ms. Moses are appended as **Exhibit "X"**.

42. As of the time of this affidavit, the Indebtedness remains outstanding and default continues. The June payment owing for the Term Facility is in arrears. The TDEF Lease Facilities are also in arrears.

43. On July 19, 2024, I received an email advising that a third party demand / requirement to pay in the amount of \$20,792.70 ("**RTP**") had been received by the Bank in connection with Ballo's account. The RTP is from the Federal Government of Canada pursuant to an order in the Matter of the Canada Labour Code, Part III (Labour Standards) dated July 19, 2024. A copy of the RTP is appended as **Exhibit "Y"**.

44. As of July 15, 2024, the Indebtedness owing by the Companies to TD is:

- 16 -

BALLO CARRIERS INC.			
USD Account 7308146-0184 (CAD equiv)			\$ -
LOAN 9220104 -01/0184	\$ 660,000.00		
interest as of July 15	\$ 2,342.59		
Closing Amount			\$ 662,342.59
CEBA Loan 7921048 -01/8144	\$ 60,000.00		
interest as of July 15	\$ 197.26		
Per Diem 8.22*			
Closing Amount			\$ 60,197.26
TDEF Loan July 15/2024:			
TDEF Contract 21011230	\$ 48,921.41		
Arrears	\$ 3,720.09	\$ 52,641.50	
TDEF Contract 21012290	\$ 82,321.65		
Arrears	\$ 6,259.89	\$ 88,581.54	
TDEF Contract 21018500	\$ 67,882.56		
Arrears	\$ 4,572.57	\$ 72,455.13	
TDEF Contract 21020460	\$ 25,214.97		
Arrears	\$ 2,742.05	\$ 27,957.02	
TDEF Contract 23007210	\$ 121,136.79		
Arrears	\$ 6,855.26	\$ 127,992.05	
			\$ 369,627.24
Visa Contingency			\$ 55,000.00
Visa Balance owing	\$ 32,416.56		
1000228842 Ontario Inc			
Loan 9535353 - 01 /1890	\$ 712,500.00		
Interest as of July 15	\$ 24,542.12		
Per Diem \$164.95*			
Arrears amount	\$ 2,500.00		
Cash Collateral	\$ (15,391.86)		
Closing Amount			\$ 724,150.26
Account 5353531/1890			\$ 520.84
Closing bal July 15			
DISCHARGE FEE			\$ 1,000.00
FORBEARANCE FEE			\$ 10,000.00
TOTAL			\$ 1,882,838.19

Appointment of Receiver

45. TD's GSA and Mortgage Security provide for the appointment of a receiver upon default.

46. The Companies have consented to the appointment of a receiver upon default.

47. TD has provided the Companies with more than sufficient time to repay the Indebtedness, including additional time when the Companies defaulted under the Forbearance Agreement.

48. It is clear the Companies and Guarantors have failed to comply with their contractual obligations to TD. TD has rightly lost confidence in the Companies and Guarantors.

49. At this stage, TD is entitled to and wishes to take any and all steps necessary to enforce its security and realize on same.

50. TD considers it reasonable and prudent to begin enforcement of its security in an effort to recover the Indebtedness owed by the Companies and the Guarantors to TD. It is within TD's rights to do so.

51. msi Spergel inc. is a licensed trustee in bankruptcy and has consented to act as receiver should the Court so appoint it. A copy of msi Spergel inc.'s consent is included in the Application Record.

52. This affidavit is sworn in support of the within Application for no other or improper purpose.

SWORN by Rukshana Belliappa of the City of Missisauga, before me at the City of Toronto, in the Province of Ontario, on July 19, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)



RUKSHANA BELLIAPPA

This is **Exhibit "A"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Ministry of Public and
Business Service Delivery

Profile Report

BALLO CARRIERS INC. as of January 16, 2024

Act	Business Corporations Act	APP-A10359998186
Type	Ontario Business Corporation	2024-01-16
Name	BALLO CARRIERS INC.	
Ontario Corporation Number (OCN)	2048378	
Governing Jurisdiction	Canada - Ontario	
Status	Active	
Date of Incorporation	June 09, 2004	
Registered or Head Office Address	3 Belleville Dr, Brampton, Ontario, Canada, L6P 1V7	

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)
Minimum Number of Directors
Maximum Number of Directors

1
10

Name
Address for Service
Resident Canadian
Date Began

BHUPINDERJOT SINGH BOPARAI
230 Dougall Ave, Caledon, Ontario, Canada, L7C 3M7
Yes
June 09, 2004

Name
Address for Service
Resident Canadian
Date Began

NAWABBIR SINGH BOPARAI
3 Belleville Dr, Brampton, Ontario, Canada, L6P 1V7
Yes
August 19, 2019

Name
Address for Service
Resident Canadian
Date Began

SUKHPINDER KAUR BOPARAI
3 Belleville Dr, Brampton, Ontario, Canada, L6P 1V7
Yes
March 27, 2018

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	BHUPINDERJOT SINGH BOPARAI
Position	President
Address for Service	230 Dougall Ave, Caledon, Ontario, Canada, L7C 3M7
Date Began	July 01, 2020

Name	NAWABBIR SINGH BOPARAI
Position	General Manager
Address for Service	3 Belleville Dr, Brampton, Ontario, Canada, L6P 1V7
Date Began	August 19, 2019

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

V. Quintanilla W.

Director/Registrar

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Corporate Name History
Name
Effective Date

BALLO CARRIERS INC.
June 09, 2004

AS Act Filed
generated
2024
13:22

59998186
2024, 13:22

AS Act Filed
generated
2024
13:22

59998186
2024, 13:22

AS Act Filed
generated
2024
13:22

59998186
2024, 13:22

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

APP-A10359998186
2024, 13:22

APP-A10359998186
2024, 13:22

APP-A10359998186
2024, 13:22

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2024, 13:22

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	BL GROUP
Business Identification Number (BIN)	270061005
Status	Inactive - Expired
Registration Date	January 17, 2017
Expired Date	January 16, 2022

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

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date	
CIA - Notice of Change PAF: Nawabbir Singh BOPARAI	May 13, 2022	
CIA - Notice of Change PAF: BHUPINDERJOT SINGH BOPARAI - DIRECTOR	July 08, 2020	1359998186 2024, 13:22
Annual Return - 2019 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	July 05, 2020	
Annual Return - 2018 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	July 07, 2019	
CIA - Notice of Change PAF: PRABHJOT SINGH LUDHAR - DIRECTOR	May 30, 2019	
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	May 09, 2019	1359998186 2024, 13:22
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	February 26, 2019	
Annual Return - 2017 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	December 09, 2018	
CIA - Notice of Change PAF: PRABHJOT S LUDHAR - DIRECTOR	July 20, 2018	
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	August 17, 2017	
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	August 17, 2017	1359998186 2024, 13:22
Annual Return - 2016 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	May 28, 2017	
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - OFFICER	February 14, 2017	

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V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Annual Return - 2015 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	July 10, 2016
Annual Return - 2014 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	July 11, 2015
Annual Return - 2013 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	January 10, 2015
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	January 08, 2015
Annual Return - 2012 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	November 16, 2013
Annual Return - 2011 PAF: MUKHTAR SINGH BOPARAI - DIRECTOR	July 07, 2012
Annual Return - 2010 PAF: MUKHTAR BOPARAI - OFFICER	April 30, 2011
CIA - Notice of Change PAF: MUKHTAR SINGH BOPARAI - OFFICER	October 28, 2010
Annual Return - 2009 PAF: MUKHTAR BOPARAI - OFFICER	August 21, 2010
Annual Return - 2008 PAF: MUKHTAR BOPARAI - DIRECTOR	October 24, 2009
CIA - Requirement to File 7	June 18, 2009
CIA - Notice of Change PAF: MUKHTAR BOPARAI - DIRECTOR	June 17, 2009
CIA - Notice of Change PAF: MUKHTAR BOPARAI - DIRECTOR	June 16, 2009
Annual Return - 2007 PAF: MUKHTAR BOPARAI - DIRECTOR	November 01, 2008
Annual Return - 2006 PAF: MUKHTAR BOPARAI - DIRECTOR	January 12, 2008

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V. Quintanilla W.

Director/Registrar

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Annual Return - 2005
PAF: MUKHTAR BOPARAI - DIRECTOR
September 16, 2006

Annual Return - 2004
PAF: MUKHTAR BOPARAI - DIRECTOR
December 17, 2005

BCA - Articles of Incorporation
June 09, 2004

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

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

V. Quintanilla W.

Director/Registrar

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This is **Exhibit "B"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Ministry of Public and
Business Service Delivery

Profile Report

1000228842 ONTARIO INC. as of January 16, 2024

1000228842
2024-01-16

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000228842 ONTARIO INC.
Ontario Corporation Number (OCN)	1000228842
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 09, 2022
Registered or Head Office Address	3 Belleville Dr, Brampton, Ontario, Canada, L6P 1V7

Public and
Business Service Delivery

2024-01-16

Public and
Business Service Delivery

2024-01-16

Public and
Business Service Delivery

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V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Director(s)	
Minimum Number of Directors	1
Maximum Number of Directors	10

Name	NAWABBIR S BOPARAI
Address for Service	3 Belleville Dr, Brampton, Ontario, Canada, L6P1V7
Resident Canadian	Yes
Date Began	January 03, 2023

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	BHUPINDERJOT S BOPARAI
Position	President
Address for Service	230 Dougall Ave, Caledon, Ontario, Canada, L7C 3M7
Date Began	February 17, 2023

2024, 13:25

Name	NAWABBIR S BOPARAI
Position	General Manager
Address for Service	3 Belleville Drive, Brampton, Ontario, Canada, L6P 1V7
Date Began	February 17, 2023

2024, 13:25

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

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name	1000228842 ONTARIO INC.
Effective Date	June 09, 2022

1000228842 ONTARIO INC.

June 09, 2022

1000228842 ONTARIO INC.

June 09, 2022

1000228842 ONTARIO INC.

June 09, 2022

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1000228842 ONTARIO INC.

June 09, 2022

1000228842 ONTARIO INC.

June 09, 2022

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

V. Quintanilla W.

Director/Registrar

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01/16/24 13:25
APP-A10360002842

Active Business Names

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

01/16/24 13:25
APP-A10360002842

01/16/24 13:25
APP-A10360002842

01/16/24 13:25
APP-A10360002842

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

APP-A10360002842
2024, 13:25

Ontario.
APP-A10360002842
2024, 13:25

Start
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APP-A10360002842
2024, 13:25

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

V. Quintanilla W.

Director/Registrar

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

Ontario Business
Registry

Page 6 of 7

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: MANRAJ MANN	February 17, 2023
CIA - Notice of Change PAF: NAWABBIR S BOPARAI	February 15, 2023
CIA - Initial Return PAF: Mukhtar Singh BOPARAI	July 22, 2022
BCA - Articles of Incorporation	June 09, 2022

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

PAF is

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

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Director/Registrar

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

This is **Exhibit "C"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Pine Valley
 4499 Highway 7 At Pine Valley Dr 2Nd Flr
 Vaughan, ON
 L4L 9A9
 Telephone No.: (905) 670 -2660
 Fax No.: (905) 851 8209

February 15, 2023

BALLO CARRIERS INC.

Attention: MR. NAWABBIR SINGH BOPARAI and MR BHUPINDERJOT SINGH

Dear Sirs,

LETTER OF AGREEMENT

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

BORROWER

BALLO CARRIERS INC. (the "Borrower A").
 1000228842 ONTARIO INC. (the "Borrower B")

Borrower A and Borrower B hereinafter collectively referred to the "Borrower".

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Pine Valley branch, in Vaughan, ON.

CREDIT LIMIT

- 1) CAD\$650,000
- 2) CAD\$750,000

TYPE OF CREDIT AND BORROWING OPTIONS

- 1) **Operating Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

- 2) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$
 - Floating Rate Term Loan available by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

PURPOSE

- 1) To finance working capital
 2) To Purchase Unit 17, 2131 Williams Parkway, Brampton

TENOR

- 1) Uncommitted
 2) Committed

CONTRACTUAL TERM

- 1) No term
 2) Upon Drawdown, the lesser of 60 months or the Rate Term as selected by the Borrower

RATE TERM (FIXED RATE TERM LOAN)

- 2) Floating rate: No term

AMORTIZATION

- 2) 300 month(s)

INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
- Prime Based Loans: Prime Rate + 2.250% per annum
- 2) **Committed Reducing Term Facility:**
- Fixed Rate Term Loans: % per annum or as determined by the Bank, in its sole discretion, for
 - the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
 - Floating Rate Term Loans available by way of:
 - Prime Based Loans: Prime Rate + 1.500% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

ARRANGEMENT FEE

- 2) The Borrower has paid or will pay prior to any drawdown hereunder a non-refundable arrangement fee of CAD\$2,000.

ADMINISTRATION FEE

CAD\$120 per month.

RENEWAL FEE

CAD\$1,500 per annum.

EXCESS MONITORING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, an Excess Monitoring Fee of \$350.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

LATE REPORTING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Late Reporting Fee of \$350 per occurrence, and \$500 thereafter until reporting is provided to the Bank, each time financial reporting is not provided within the timelines established in the Positive Covenants and Reporting Covenants.

DISCHARGE FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Discharge Fee of \$1,000 per collateral charge to prepare the documents needed to register the discharge of any collateral charge under the Bank Security, in addition to the applicable government fee(s) for registering each discharge.

DRAWDOWN

Assigned Facilities	Description
1)	BCRS: On a revolving basis
2)	Single drawdown. Amounts repaid may not be redrawn.

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

BUSINESS CREDIT SERVICE

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 1893-9220104-

0184/7921048-8144 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 184-5220104 (the "Current Account"). The Borrower agrees that each advance from the Loan Account will be in an amount equal to \$5,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

- a) all other overdraft privileges which have governed the Borrower's Current Account are hereby cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Agreement.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

Assigned Facilities	Description
1)	On Demand
2)	Fixed rate: Equal monthly blended principal and interest payments Floating rate: Equal monthly payments of principal plus interest.

PREPAYMENT

Assigned Facilities	Description
1)	Fixed Rate Term Loan: Permitted in whole or in part at any time, provided that an Event of Default has not occurred, subject to a payment of a prepayment penalty; 10% prepayment option included.
2)	Floating Rate Term Loan: Permitted in whole or in part at any time without notice or bonus provided that an Event of Default has not occurred.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) General Security Agreement ("GSA") executed by BALLO CARRIERS INC. representing a First charge on all its present and after acquired personal property.
- b) General Security Agreement ("GSA") executed by 1000228842 ONTARIO INC. representing a First charge on all its present and after acquired personal property
- c) Unlimited Guarantee of Advances executed by BHUPINDERJOT SINGH BOPARAI (the "Guarantor") in favour of BALLO CARRIERS INC.

- d) Unlimited Guarantee of Advances executed by BHUPINDERJOT SINGH BOPARAI (the "Guarantor") in favour of 1000228842 ONTARIO INC.
- e) Unlimited Corporate Guarantee of Advances executed by BALLO CARRIERS INC. (the "Guarantor") in favour of 1000228842 ONTARIO INC.
- f) Unlimited Corporate Guarantee of Advances executed by 1000228842 ONTARIO INC. (the "Guarantor") in favour of BALLO CARRIERS INC.
Continuing Collateral Mortgage, representing a First charge, on real property located at Unit 17-2131 Williams Pkwy, Brampton, Ontario in the principal amount of CAD \$750,000.00, beneficially owned by and registered in the name of 1000228842 ONTARIO INC.
- g) General Assignment of Rents and Leases representing a first charge issued by 1000228842 ONTARIO INC. for the real property located at Unit 17-2131 Williams Pkwy, Brampton, Ontario
- h) Assignment of Fire and Business Insurance issued by BALLO CARRIERS INC. showing TD Bank as Loss Payee in the amount acceptable to the Bank.
- i) Assignment of Fire Insurance issued by 1000228842 ONTARIO INC. showing TD Bank as Loss Payee in the amount acceptable to the Bank
- j) Unlimited Guarantee of Advances executed by NAWABBIR SINGH BOPARAI (the "Guarantor") in favour of BALLO CARRIERS INC.
- k) Unlimited Guarantee of Advances executed by NAWABBIR SINGH BOPARAI (the "Guarantor") in favour of 1000228842 ONTARIO INC.

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities	Description
9)	All securities to be in good order.
9)	Confirmation of down payment. Customer cannot use operating line as a source of down payment of \$260,000
9)	Fire Insurance to be provided with TD as loss payee.
9)	Site Visit to be completed

REPRESENTATIONS AND WARRANTIES

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities	Description
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All)	Permit the Bank to visit the Property as reasonably required by the Bank and at least once each year.
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The Borrower acknowledges that the financial reporting obligations contained herein, including the submission of the financial statements to the Bank on a timely basis, constitute a material condition precedent to the Bank providing the credit facilities contemplated herein.

NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

Assigned Facilities	Description
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All)	Will not further encumber the subject property or incur any further debt of both borrower without the prior written consent of TD Bank.
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PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

Assigned Facilities	Description
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9)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%
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REPORTING REQUIREMENTS

The Borrower will provide:

- a) Annual Compilation Engagement financial statements for Ballo Carriers Inc. within 120 days of fiscal year end.
- b) Annual Compilation Engagement financial statements for 1000228842 Ontario Inc within 120 days of fiscal year end.
- c) Confirmation that Property Taxes are up to date on unit 17-2131 Williams Parkway Brampton within 120 days of fiscal year end.
- d) Delivery of aged listing of Accounts Receivables and Accounts Payables as of the end of fiscal year for Ballo Carriers Inc. to be provided within 120 days of fiscal year end.
- e) Personal Net Worth statement for all owners every three years or as requested by the bank.

EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

- 1) TD Visa Business card (or cards) for an aggregate amount of \$55,000.

AVAILABILITY OF OPERATING LOAN

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

LANGUAGE PREFERENCE

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

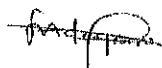
SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before February 17, 2023.

Yours truly,

THE TORONTO-DOMINION BANK



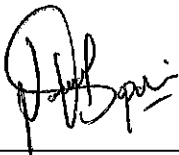
Adenike Omotayo
Credit Writer



Samee Khan
Senior Manager, Commercial
Services

TO THE TORONTO-DOMINION BANK:

BALLO CARRIERS INC., and 1000228842 ONTARIO INC. hereby accepts the foregoing offer this 15th day of February, 2023. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

Signature

Nawab Singh Boparai / Director
Print Name & Position

Print Name & Position

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Interest rates will never be less than zero. If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a Floating Rate Loan with an interest rate based on CDOR or LIBOR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing restriction on CDOR or LIBOR never being less than 0.00% shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction on CDOR or LIBOR never being less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR and CDOR

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A, LIBOR and CDOR - Conversion

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

B/A, LIBOR and CDOR – Market Disruption

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

LIBOR Discontinuation

On the earliest of:

- (a) the date that the administrator of LIBOR has permanently or indefinitely ceased to make LIBOR available;
- (b) the governmental authority having jurisdiction over the administrator of LIBOR has made a public statement or publication of information announcing LIBOR is no longer representative; and
- (c) the Early Opt-in Effective Date,

the LIBOR Successor Rate will replace LIBOR for all purposes hereunder and under any other documents (other than any swap agreement, but including any other Bank Security) required in connection herewith, in respect of any interest period and contract maturity of such benchmark on such day and all subsequent interest periods and contract maturities without any amendment to, or further action or consent of any party to this Agreement. If the LIBOR Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis unless otherwise agreed by the Bank. Notwithstanding anything else herein, any definition of the LIBOR Successor Rate (exclusive of any margin) shall provide that in no event shall such LIBOR Successor Rate be less than zero for the purposes of this Agreement.

The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or the LIBOR Successor Rate including without limitation, whether the composition or characteristics of the LIBOR Successor Rate, will be similar to, or produce the same value or economic equivalence of, LIBOR or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

In connection with the implementation and administration of the LIBOR Successor Rate, the Bank will have the right to make LIBOR Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or in any Bank Security or other document provided in connection herewith, any amendments implementing such LIBOR Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

The Bank will promptly notify the Borrower of (i) the occurrence of an Early Opt-in Election, (ii) the implementation of the LIBOR Successor Rate and (iii) the effectiveness of any LIBOR Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to this Section, including any determination with respect to a interest period, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

Notice

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

4. PREPAYMENT**Fixed Rate Term Loans****10% Prepayment Option Chosen.**

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of a Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

10% Prepayment Option Not Chosen.

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
 - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
 - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
 - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
 - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
 - v) All operation of account documentation; and
 - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
 - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
 - iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.
- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).
- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.

- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

12. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

13. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

14. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

15. CHANGING THE AGREEMENT

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility), including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

16. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,
- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

17. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an

inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

26. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;

- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.
- vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000

28. CUSTOMER RESOLUTION PROCESS

Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, call us toll free at 1-833-259-5980, contact us by mail at Customer Service, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the Senior Customer Complaints Office by email at td.scco@td.com, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 31 Adelaide Street East, P.O. Box 1066, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-5127 and at www.bankingombuds.ca or contact@bankingombuds.ca. For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

29. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS

In this Section, "you" and "your" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual, or that individual's authorized representative, who has offered to provide a guarantee for any product or service offered by us to the Borrower; (iii) any individual who is a partner of the Borrower; and (iv) the signing authorities, as identified to us, of the Borrower. In this Section and in Section 30, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information within TD, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any TD Canada Trust branch or online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you.

We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. If:

- a) there are changes to the signing authorities of the Borrower; or
- b) at the time of obtaining a product or service from us, the Borrower has indicated that the product or service will be used by or on behalf of a third party who is an individual; or
- c) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, as such time, either a signing authority of the corporation or a personal banking customer of TD; or
- d) at the time of obtaining a product or service from us, such Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available at any TD Canada Trust branch or online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, c) and d) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888.

30. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BORROWER (OTHER THAN AN INDIVIDUAL)

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

31. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions, as amended from time to time in accordance with Section 15 of this Schedule "A".

"*All-In Rate*" means the greater of the interest rates that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"*Branch/Centre*" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Contractual Term Maturity Date*" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

"*Cross Default Threshold*" means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

"*Face Amount*" means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"*Daily Simple SOFR*" means, for any day, SOFR, with the conventions for this rate (which will include a lookback being established by the Bank in accordance with the conventions for this rate recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

"*Early Opt-in Effective Date*" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

"*Early Opt-in Election*" means the occurrence of:

- (i) a determination by the Bank that at least five currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and
- (ii) the election by the Bank to trigger a fallback from LIBOR and the provision by the Bank of written notice of such election to the Borrower.

"*Fixed Rate Term Loan*" means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

"*Floating Rate Loan*" means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.

"*Inventory Value*" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"*Letter of Credit*" or "*L/C*" means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"*Letter of Guarantee*" or "*L/G*" means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"*LIBOR Replacement Conforming Changes*" means any technical, administrative or operational changes (including changes to applicable definitions, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of the LIBOR Successor Rate and the Bank's administration thereof in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or determines that no market practice for the administration of the LIBOR Successor Rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other documents required hereunder).

"*LIBOR Successor Rate*" means, for any interest period as of the applicable date of determination, the first alternative set forth below that can be determined by the Bank:

- (i) the sum of: (a) Term SOFR and (b) 0.11448% (11.448 basis points) for an interest period of 1 month, 0.26161% (26.161 basis points) for an interest period of 3 months, and 0.42826% (42.826 basis points) for an interest period of 6 months, or
- (ii) the sum of: (x) Daily Simple SOFR and (y) the spread adjustment selected or recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for the replacement of the contract maturity of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in the "LIBOR Discontinuation" clause in Section 3 of this Schedule A.

"*Maturity Date*" for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

"*Person*" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

"*Purchase Money Security Interest*" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"*Rate Term*" means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

"*Rate and Payment Terms Notice*" means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

"*Receivable Value*" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

"Receivables/Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

"Term SOFR" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR that has been selected or recommended by the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"USD" or "USD Equivalent" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

This is **Exhibit "D"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Credit Details

Source Code _____

Total Credit Limit Requested (Min \$1,000) \$ 50,000.00

Products and Fees (All fees, features and benefits are subject to change).

TD [®] Aeroplan [®] Visa [*] Business Card	AVB	Annual Fee is \$149 and \$49 for each additional Card(s)
TD Business Travel Visa [*] Card	BTV	Annual Fee is \$149 and \$49 for each additional Card(s)
TD Business Cash Back Visa [*] Card	BCB	Annual Fee \$0 and \$0 for each additional Card(s)
TD Business Select Rate Visa [*] Card (No Fee)	BSR (No Fee)	Annual Fee \$0 and \$0 for each additional Card(s)
TD Business Select Rate Visa [*] Card (Fee)	BSR (Fee)	Annual Fee \$49 and \$49 for each additional Cards(s)

Section 1: Application and Agreement

The Business Borrower is the legal entity (company, corporation, partnership, etc) that is requesting and liable for all TD Credit Card(s) in accordance with the terms of this Agreement. In this Agreement, the words "you", "your" and "yours" mean the Business Borrower who has signed this Agreement.

In this section, the word "Cardholder" means each of the individual(s) for whom you are requesting a TD Credit Card(s) under Section 2 of this Agreement and any additional individual(s) for whom you request TD Canada Trust Credit Card(s) in the future.

Upon approval of this Application, *you agree to be bound by the Terms and Conditions of this Application below and on the following pages (the "Agreement"), including the collection, disclosure and use of your information as set out under "Privacy Agreement". In the event this Application is declined, you will not be subject to this Agreement which will be null and void.*

- (a) you are requesting TD Credit Card(s) (the "Card(s)") be issued to the Cardholder(s) as indicated in Section 2 of this Agreement and that renewal and replacement Card(s) be issued automatically by us from time to time without any action required by you;
- (b) you will read and be bound by our TD Cardholder Agreement as revised from time to time (the "Cardholder Agreement") that you and/or the Cardholder(s) will receive with the Card(s);
- (c) you will be liable for all obligations including payment of all amounts owing to us under the Cardholder Agreement for all Card(s) issued to the Cardholder(s);
- (d) the paragraph in the Cardholder Agreement under the heading "Liability" providing for joint and several liability does not apply; you are liable for payment of all amounts owing to us under the Cardholder Agreement; the Cardholder(s) are not liable to us for repayment under the Cardholder Agreement;
- (e) use of the Card(s) by the Cardholder(s) shall evidence receipt and agreement to the terms of the Cardholder Agreement;
- (f) if we permit, you and your representative(s) may authorize that additional Card(s) be issued (including to additional Cardholder(s)), that Card(s) be terminated, that the credit limit on Card(s) be increased or decreased or otherwise provide us with instructions regarding the Card(s), and you will remain liable for all obligations under the Cardholder Agreement including payment of all amounts owing to us for all Card(s) issued to Cardholder(s);
- (g) we may deal with you, the Card(s) and the Cardholder(s) in any manner in accordance with the terms of the Cardholder Agreement;
- (h) we may send Cardholder Agreement(s), monthly statements and other communications to either you or the Cardholder(s) and you agree that it will be sufficient communication to you and the Cardholder(s);
- (i) to provide written notice to us to terminate Card(s) and be responsible for retrieving such Card(s) from Cardholder(s) upon termination of employment or other contractual relationship with you, termination of credit evidenced by such Card(s) or indication of misuse of the Card(s); to be responsible for retrieving Card(s) from Cardholder(s) upon termination of this Agreement or the Cardholder Agreement either by us or you;
- (j) if you are a TD Aeroplan Visa Business Cardholder(s) you understand and agree that Aeroplan points earned with your TD Aeroplan Visa Business Card will be awarded to the Aeroplan Number set out in Section 3 below;
- (k) if you are a TD Business Travel Visa Cardholder(s) you understand and agree that the TD Travel Rewards Program (the "Program") is solely for the benefit of the Cardholder(s) even if you paid the annual fee(s) for the Cardholder(s) until March 31, 2020; effective April 1, 2020, an Individual Borrower has the right to allocate the TD Rewards Points earned by any Additional Cardholder to the TD Rewards Points Balance of the Individual Borrower or any other person or persons designated by the Individual Borrower; only an Individual Borrower has the right to allocate; an Additional Cardholder does not have the right to allocate; the Terms and Conditions of the Program will be provided to the Cardholder(s) with the Cardholder Agreement;
- (l) if you are a TD Business Cash Back Visa Cardholder(s) you understand and agree that the Cash Back Dollars earned by the Cardholder under the TD Business Cash Back Program is solely for the benefit of the Business Borrower or Individual Borrower(s); the Terms and Conditions of the TD Business Cash Back Program will be provided to the Cardholder(s) with the Cardholder Agreement;
- (m) if you sign this Agreement on behalf of the Business Borrower, you certify that you have full authority to bind the Business Borrower;

- (n) you acknowledge and confirm that: (1) all information you have provided to us respecting the Business Borrower is accurate and complete, including the names of the owner(s) and any directors, the names and addresses of any beneficial owners and of any trustees, known beneficiaries and/or settlors, as well as the ownership, control and structure of the Business Borrower; and that (2) we reserve the right to request updated information about the Business Borrower and/or additional supporting information at any time; you also agree to advise us immediately of any changes to any directors, beneficial owners, trustees, known beneficiaries and/or settlors, as well as any changes in the ownership, control, and/or structure of the Business Borrower;
- (o) this Agreement may be executed in counterparts and each counterpart so executed and delivered shall be deemed an original;
- (p) this Agreement and the Cardholder Agreement is binding on your successors and permitted assigns; and
- (q) the terms of this Agreement shall prevail over any inconsistent or conflicting provisions contained in the Cardholder Agreement.

Condition: If the Business Borrower is a corporation incorporated more than twelve months before the date of this Agreement, then the TD Canada Trust Credit Card Account will be made available only if we obtain a certificate of status showing active status for such corporation. If we are unable to obtain such certificate of status, this Agreement shall be of no force or effect.

Section 2: Cardholder(s)

The Cardholder(s) are the following individual(s) for whom TD Canada Trust Credit Card(s) are being requested. The Business Borrower is providing the information below about the Cardholder(s) with the consent of the Cardholder(s) and for the purpose of issuing the TD Canada Trust Credit Card(s) as requested. The Business Borrower is liable for all amounts charged to the TD Canada Trust Credit Card Account including those made by any Cardholder(s).

(Note re: TD Aeroplan Visa Business Cards and Business Travel Card: \$149 Annual Fee will only apply to Card issued to first Cardholder listed below. Business Borrower and/or Individual Borrower, as applicable, may change first-named Cardholder for Annual Fee purposes upon request. In the event that Card for first-named Cardholder is closed, Bank will automatically re-assign \$149 Annual Fee to next-named Cardholder listed below, unless instructed otherwise by Business Borrower and/or Individual Borrower, as applicable.)

Cardholder(s) Name	Credit Limit	Card Type	Cardholder Date of Birth mm/dd/yyyy	Cardholder Telephone Number	Cardholder Home Address
Nawabbis Singh Bajwara	50,000	BCB	11/28/1947	647-280-7302	3 Belleville Drive Brampton, ON L6P 4V7

Section 3: Aeroplan points

Must be completed only where Card type chosen is TD Aeroplan Visa Business Card

Cardholder(s) Name	Relationship to the Business	Recipient of points	Aeroplan Number (Owner(s) only)	Name or Aeroplan number who is to receive points, if Recipient of points is answered "no"
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	
			<input type="checkbox"/> Aeroplan Number: <hr/> <input type="checkbox"/> TD to request a new Aeroplan account	

Section 4: Business Borrower

By signing below, the Business Borrower is liable for all obligations and agrees to be bound by the terms and conditions of this Agreement.

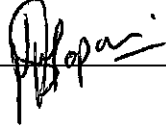
Insurance Benefits (For Quebec customers): By signing below, the Business Borrower confirms that they have been provided with and reviewed the Product Summary for the insurance benefits included with the credit card.

Name of Business Borrower (the partnership, corporation or other legal entity):

BALLO CARRIERS INC.

Address: Street 3 Belleville Dr.

City Brampton Province ON Postal Code L6P 1V7

Name (Print)	Signature	Date
Nawabbir Singh Boparui		2/22/2023

I / We have authority to bind the Business Borrower.

PRIVACY AGREEMENT: In this Privacy Agreement, the words "you" and "your" mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION - At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us;
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION - We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- to any Authorized User or Additional Cardholder for whom you request a Card;
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

SHARING INFORMATION WITHIN TD - Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Social Insurance Number (SIN) - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Reporting Agencies and Other Lenders- For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of

Information.

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance - This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes - We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone and Internet discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

ADDITIONAL INFORMATION AND DISCLOSURES FOR TD AEROPLAN CARDHOLDERS:

You acknowledge and consent to the following additional collection, uses and disclosure of Information about you. When you complete your TD Aeroplan credit card account application, you provide us with contact information including name, mailing address, email address, telephone number, date of birth and Aeroplan number (if you have provided it). This contact information will be shared with Aeroplan Inc. and Air Canada Inc. (collectively, "Air Canada") as part of the Aeroplan Program enrollment process.

When you are approved for your credit card account, TD and Air Canada will share Information with each other, including Information about transactions on your Card (for example, the purchase amount, transaction date, location and name of merchants), and your Aeroplan Program transactions and Information (for example, your Aeroplan points, earnings or redemptions and Aeroplan status). This Information is shared for the purposes set out in TD's, Aeroplan's, and Air Canada's privacy policies, including administering and supporting the Aeroplan Program, enhancing each of TD and Air Canada's products and services, providing promotional materials and offers, internal reporting and analytics, and for the purposes set out in the Cardholder Agreement for the Account.

Air Canada will share your contact information as well as Information about your interests and preferences, and insights about your purchasing and travel patterns (such as whether you are a frequent or luxury traveler) with Air Canada's airline and travel-related affiliates. Air Canada's affiliates will use that Information to personalize their relationship with you, including providing you with tailored, travel-related offers.

Information that is provided directly to Air Canada or that Air Canada obtains about a Cardholder as a member of the Aeroplan Program (including as a potential member) is governed by Aeroplan's Privacy Policy at AirCanada.com/aeroplan-privacypolicy and Air Canada's Privacy Policy at AirCanada.com, and is not the responsibility of TD. Please refer to these privacy policies:

- If you have any questions or would like to learn more about the Aeroplan Program's or Air Canada's privacy practices;
- If you no longer wish to be contacted by Aeroplan Inc., Air Canada Inc. or its airline and travel-related affiliates about their products and services; or
- To learn about the choices you have about Air Canada Inc.'s sharing of your Information with its airline and travel-related affiliates

MORE INFORMATION

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post the revised Privacy Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

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® / The TD logo and other trade-marks are the property of The Toronto-Dominion Bank or a wholly-owned subsidiary, in Canada and/or other countries.

This is **Exhibit “E”** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

LESSOR: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 FAX: 905-403-4771

LESSEE: BALLO CARRIERS INC. ("Lessee")
3 BELLEVILLE DR, BRAMPTON ON L6P 1V7

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property described in a schedule or schedules in the form attached hereto as "Schedule A" (each a "Schedule" and collectively the "Schedules") executed herewith or executed hereafter and made a part of this Master Equipment Lease No. T00006070 (together with each Schedule and any Certificates and appendices attached hereto, hereinafter called this "Lease"), together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (all hereafter referred to as the "Equipment"). The parties may from time to time by mutual agreement lease other items of Equipment pursuant to this Lease for such terms and at such rates as may be agreed, by execution of additional Schedules covering such items and such Schedules shall constitute part of this Lease for all purposes as if the provisions thereof were set forth at length herein. In the event of a conflict between the terms of this Lease and any Schedule, the terms of the Schedule will govern. Terms not otherwise defined herein shall have the same meaning ascribed under the Schedule.
2. **SELECTION OF EQUIPMENT.** Lessee acknowledges that: (i) the Equipment and the Supplier (each time used herein, as defined in each Schedule) have been selected by Lessee based on Lessee's own judgment; (ii) Lessee has requested Lessor to acquire title and ownership of the Equipment; (iii) the Equipment has been, or forthwith upon the execution of a Schedule by Lessor will be, ordered from the Supplier.
3. **DELIVERY AND ACCEPTANCE.** Lessee is responsible, at Lessee's own cost and expense, to arrange for the delivery and installation of the Equipment. Lessee will acknowledge acceptance of the Equipment on the day that the Equipment is delivered by executing a Delivery and Acceptance Certificate in the form attached hereto as Appendix 1 ("Certificate") and each such Certificate shall form part of this Lease. The execution of a Certificate shall be conclusive proof as between Lessee and Lessor as to the delivery and acceptance of the Equipment described therein by Lessee. Lessee agrees that Lessor has no duty to inspect or test the Equipment either before or after its delivery.
4. **TERM.** The term of the lease for any Equipment (the "Lease Term") and its commencement date (the "Lease Commencement Date") will be as provided under the "Terms of Payment" section of the Schedule related to such Equipment and unless sooner terminated as set forth herein, shall end upon payment to Lessor of the Number of Rental Payments specified under the "Terms of Payment" section in each Schedule. All terms and conditions of this Lease including the obligation to make additional Rental Payments in the same amount as required during the Lease Term shall apply after the Lease Term or Extended Lease Term, as applicable, of the Lease until the Equipment has been returned to, or purchased by, Lessor in accordance with the terms hereof.
5. **WARRANTIES.** Lessor hereby assigns to Lessee, for the Lease Term or Extended Lease Term, as applicable, hereof only and to the extent permitted by law, all warranties, if any, resulting from the sale of the Equipment by the Supplier to Lessor. Upon expiry of the Lease Term or Extended Lease Term, as applicable, or upon termination of this Lease or of any Schedule hereto for any reason, Lessee hereby immediately reassigns all such warranties in respect of the subject Equipment to Lessor. Lessee acknowledges that Lessor is not the manufacturer of the Equipment, nor the manufacturer's or Supplier's agent. Nor is the Supplier or manufacturer an agent of Lessor. Lessee disclaims any reliance upon any statements or representations made by Lessor. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DURABILITY, QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Lessor shall not be liable to Lessee for any loss, cost, damage or expense of any kind or nature caused directly or indirectly by the Equipment or the use, ownership or maintenance thereof or for any loss of business or other damages whatsoever and howsoever caused. In the event that the Equipment is not properly installed, does not perform as represented by the Supplier or manufacturer, fails to function or perform, or is unacceptable for any reason whatsoever, Lessee will look to the Supplier or manufacturer as to any warranty, guarantee, or other obligation made by the Supplier or manufacturer in respect of the Equipment. The failure or breach of any representation or warranty as to the Equipment or any other matter by the Supplier or manufacturer shall in no way relieve Lessee of any obligations hereunder.
6. **TITLE.** Lessee acknowledges that ownership and title to the Equipment and the right to the benefit of any capital cost allowance under the Income Tax Act (Canada) or similar provincial legislation shall, throughout the Lease Term or Extended Lease Term, as applicable, remain vested in Lessor and Lessee shall have no right of property therein except the right to possess and use the Equipment as provided in this Lease. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating that Lessor is the owner. Lessee shall keep the Equipment free of liens, security interests, charges, encumbrances, hypothecs, claims, legal processes of creditors and any other rights of third parties of any kind or nature (collectively, "Encumbrances"). Lessee agrees not to sell, pledge, hypothecate, or otherwise encumber or suffer a lien or charge upon or against any interest in this Lease or in the Equipment.
7. **PERSONAL PROPERTY.** The Equipment shall at all times during the Lease Term or Extended Lease Term, as applicable, be and remain personal or moveable property, regardless of the manner in which it may be attached to any real estate. Lessee shall cause the Equipment to be installed in a manner which will permit its removal without material injury to it or to the place of installation. Lessee shall obtain any landlord or mortgagee waivers that Lessor may require. Lessee shall be responsible for any damage done to any real estate, building or structure by the removal of the Equipment and shall indemnify and save harmless Lessor therefrom.
8. **LOCATION OF EQUIPMENT.** The Equipment shall be located and used at the place designated in the "Equipment Location" section of each Schedule and not elsewhere without the prior written consent of Lessor.
9. **RIGHT OF INSPECTION.** At any time during normal business hours, Lessor or its authorized representatives shall have the right to inspect the Equipment and any records of Lessee relating thereto.
10. **NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and cannot be cancelled or terminated except as expressly provided herein.
11. **RENTAL PAYMENTS.** Lessee agrees to pay Lessor the Rental Payment for the Number of Rental Payments, each as specified under the "Terms of Payment" section of each Schedule together with all applicable taxes and any other sums as may become payable under this Lease. The first Rental Payment is due on the First Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. The second Rental Payment is due on the Subsequent Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. The remaining Rental Payments are due on the monthly, quarterly or annual anniversary of the Subsequent Rental Payment Date as specified under the "Terms of Payment" section of each Schedule. Payments shall be made without demand or invoice at the address of Lessor herein noted or as otherwise instructed by Lessor from time to time. The Rental Payments specified under the "Terms of Payment" section of each Schedule shall be absolutely net and carefree to Lessor free of all set-offs, expenses and outgoings of any kind or nature and Lessee agrees unconditionally to pay each of the Rental Payments specified under the "Terms of Payment" section of each Schedule, including applicable taxes, and all other payments required hereunder without cancellation, defence, deduction, recoupment, reduction, abatement, compensation, set-off, claim or counterclaim or any other right whatsoever due or alleged to be due because of any past, present or future claim by Lessee against

Lessor, the manufacturer or Supplier of the Equipment under this Lease or otherwise. This Lease shall not terminate nor the obligations of Lessee be affected because of any defect in, change to, destruction, loss of possession or use of the Equipment from any cause whatsoever, whether within or beyond the control of Lessee, including, without limitation, wear and tear, act of God, government regulations, strike, loss or damage, obsolescence or Equipment failure, any present or future law to the contrary notwithstanding, it being the intention of the parties that each of the Rental Payments specified under the "Terms of Payment" section of each Schedule, including applicable taxes, and other sums as may become payable by Lessee shall continue to be payable in all events unless the obligation to pay shall be terminated by the express provisions of this Lease.

12. COSTS AND EXPENSES. Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with this Lease, and the ongoing administration, monitoring and enforcement thereof, including without limitation the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment.

13. COMPLETION OF LEASE. Lessee appoints Lessor as its attorney for the purpose of filling in the Lease Commencement Date and First Rental Payment Date in each Schedule; to complete the Equipment description in each Schedule, including without limitation setting out serial numbers and any other identifying references to the Equipment; and adjustment of the Rental Payment to reflect tax rate changes, as provided for under the "Terms of Payment" section in each Schedule.

14. PREPAID RENTALS. The number and amounts of rentals to be prepaid as set forth in the "Terms of Payment" section of each Schedule, if any, shall be paid to Lessor by Lessee on or before the Lease Commencement Date. Such prepaid rentals, when paid to Lessor, shall be deemed to have been received by Lessor not as a deposit nor as a security to compensate Lessor for any damages it may suffer by reason of a breach by Lessee of any covenant or condition of this Lease, but as a condition preliminary for the execution thereof, and shall remain the absolute property of Lessor, shall not be refundable to Lessee under any circumstances but shall be applied by Lessor against rentals in reverse order of their maturities if this Lease remains in force and in good standing.

15. MAINTENANCE AND USE. Lessee shall, at Lessee's own cost and expense, be responsible for the maintenance and repair of the Equipment by qualified parties not disapproved of by Lessor. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order (including necessary replacements), maintained and operated carefully in compliance with manufacturer's recommendations and all applicable laws and regulations, by competent and duly qualified personnel only. Lessee shall comply with and conform to all laws, ordinances and regulations present or future, in any way relating to the possession, use or maintenance of the Equipment throughout the Lease Term or Extended Lease Term, as applicable, and to the perfect exoneration from liability of Lessor. Lessee may make replacements, alterations, additions or improvements to the Equipment provided that all such replacements, alterations, additions or improvements do not impair the value or utility of the Equipment, are completed by qualified parties not disapproved of by Lessor, are at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made. Lessee acknowledges that Lessor is not responsible for providing any required maintenance and/or service for the Equipment. Lessee will make all claims for service and/or maintenance solely to the relevant Supplier and/or manufacturer and/or other person and such claims will not affect Lessee's obligation to make all required Rental Payments.

16. LESSOR'S PAYMENT. If Lessee fails to perform or comply with any of its agreements contained herein, including, without limitation, the agreement of Lessee to maintain insurance on the Equipment in accordance with section 18 hereof and to pay any fees, taxes or other lawful charges in accordance with section 35 hereof, then Lessor may itself perform or comply with such agreement, and the amount of the reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, as the case may be, shall be deemed additional rent hereunder and shall be payable, with interest at the rate of eighteen percent (18%) per annum, by Lessee upon demand.

17. LOSS AND DAMAGE. Lessee assumes and shall bear the entire risk of loss or destruction of, or damage to the Equipment from any cause whatsoever, whether or not insured. In the event that the Equipment or any item thereof shall become lost, stolen, destroyed or damaged beyond repair for any reason or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee will, at the option of Lessor, immediately (a) replace the Equipment or such item by providing Lessor with title to such replacement equipment satisfactory to Lessor which replacement equipment shall be of equal value and free of any Encumbrance, or (b) pay to Lessor the present value of: (i) the aggregate of all unpaid amounts due under the related Schedule as rental or otherwise to the expiration of the Lease Term or the Extended Lease Term, as applicable; and (ii) Lessor's residual value of the related Equipment at the expiration of the Lease Term or Extended Lease Term, as applicable (calculated by discounting such amounts at an interest rate of two percent (2%) per annum compounded monthly).

18. INSURANCE. Lessee shall, at its own expense, keep the Equipment insured throughout the Lease Term or Extended Lease Term, as applicable, against all perils and risks of loss (including without limitation, loss or damage by fire or theft) in such amounts as would normally be insured against by prudent owners or users of similar equipment to the Equipment, or as Lessor may at any time or from time to time require. The insurance shall, at a minimum, cover the full replacement value of the Equipment, including taxes and installation costs, and will not be subject to any deductible or co-insurance clause unless and to the extent agreed to by Lessor in writing. Lessee will also, at its expense, place and maintain insurance throughout the Lease Term or Extended Lease Term, as applicable, against third party liability, including liability imposed on Lessor or Lessee for injury to, or death of, persons, or damage to or destruction of property, to the extent of not less than \$2,000,000 per occurrence or such other amount as Lessor may from time to time require. All insurance policies will be with reputable insurers reasonably acceptable to Lessor and will name Lessor as an additional insured and first loss payee. Lessee must renew or replace such insurance throughout the Lease Term or Extended Lease Term, as applicable, as required in order to be in compliance with this section. Evidence of the renewal of such insurance shall be produced to Lessor at least thirty (30) days before the termination thereof or Lessor may obtain the renewal of such insurance at Lessee's expense. On Lessor's request, and in any event, at least once each year, Lessee must supply Lessor with evidence, satisfactory to Lessor, of the existence of such insurance. All such insurance will require the insurer to give at least 30 days' prior written notice to Lessor of any cancellation or alteration in the terms of the insurance and will also provide that the insurance, as to the interests of Lessor, shall not be invalidated by any act or omission of Lessee. Lessee now appoints Lessor, with full power of substitution and coupled with an interest, as Lessee's attorney-in-fact to make, claim for, receive payment of proceeds and execute and endorse all documents, cheques or drafts for loss or damage under any such policy. Lessee will not make any adjustments to any insurance policy without obtaining the prior written consent of Lessor. Lessee will promptly notify Lessor of any damage to or loss of the Equipment or any part thereof and, at its own expense, make all proofs of loss and take all other steps necessary to recover any insurance benefits unless advised in writing by Lessor that Lessor desires to do so at Lessee's expense. Performance by Lessee under this section will not affect or release Lessee's obligations and liabilities to pay each Rental Payment or perform as herein elsewhere provided.

19. PURCHASE MONEY SECURITY INTEREST AND PROCEEDS. This Lease grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of the personal property security acts of any province or territory in Canada in force or to come into force from time to time.

20. REPRESENTATIONS AND WARRANTIES. Lessee warrants, covenants and represents that: (a) if Lessee is a corporation or other form of business organization it is validly existing, in good standing, under the laws of the jurisdiction of its organization, with adequate power to enter into this Lease; (b) this Lease has been duly authorized, executed and delivered by all necessary action on the part of Lessee; (c) Lessee is engaged in an industrial or commercial enterprise and that Lessee intends to use the Equipment in its business and not for personal, family, household or farming purposes; (d) Lessee has obtained all consents required in connection with any aspect of the Equipment; (e) the name of Lessee has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form; and (f) all information that Lessee has provided to Lessor is accurate and complete respecting, where applicable, (i) the names of Lessee's directors and the names and addresses of Lessee's beneficial owners; (ii) the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and (iii) Lessee's ownership, control and structure.

21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an Event of Default (each an "Event of Default"): (a) Lessee fails to pay any Rental Payment or other sum due hereunder or under any other agreement or lease entered into with Lessor within 5 days of its due date; (b) Lessee fails to observe or perform any term, covenant or condition of this Lease or of any other lease or other agreement between Lessor and Lessee or between affiliates of Lessor and Lessee, including, without limitation, any agreement between The Toronto-Dominion Bank and Lessee, and, if such default is capable of being remedied, the default continues unremedied for 5 business days after the occurrence; (c) there exists an event, the effect of which with lapse of time or giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by Lessee; (d) any representation, warranty or statement made hereunder or made in

connection with the execution and delivery of this Lease is false or misleading at any time; (e) if Lessee makes any assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of Lessee, or if Lessee is insolvent or declared bankrupt; (f) if there exists a voluntary or involuntary suspension of business of Lessee; (g) if action is taken by an encumbrancer against Lessee to take possession of property or enforce proceedings against any assets; (h) if Lessee sells, leases, assigns, transfers, conveys or otherwise disposes of all or substantially all of its now owned or hereafter acquired assets; (i) if any final judgment for the payment of monies is made against Lessee and it is not discharged within 30 days from the imposition of such judgment; (j) if a guarantee in respect of this Lease is terminated for any reason whatsoever or a guarantor denies any liability under the guarantee; (k) if Lessor, in good faith, believes the ability of Lessee to pay or perform any term or condition of this Lease is impaired, or that all or any part of said Equipment is in imminent danger of being lost, damaged, confiscated, sequestered or seized under legal process; (l) if Lessee amalgamates or is subject to a direct or indirect change in control without Lessor's prior written consent; or (m) if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee or of any guarantors of the obligations of Lessee under this Lease.

22. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, Lessor may, at its option and upon notice to Lessee, (a) elect to terminate this Lease or any or all of the Schedules, take possession of all Equipment which is subject to any or all of the Schedules, and sell, lease or otherwise dispose of such Equipment in such manner and upon such terms and conditions as it may deem fit, or (b) elect not to terminate this Lease or any or all of the Schedules and, as agent for Lessee, with or without taking possession of said Equipment, re-lease such Equipment for such period and upon such terms as it may deem fit and apply the net proceeds of such re-leasing against any amount payable hereunder by Lessee. Lessee acknowledges that such Equipment was acquired for, and leased to, Lessee at Lessee's request and that the related rental, the related lease term and the ultimate disposition of such Equipment were predicated upon Lessor receiving a minimum return. Therefore, in addition to Lessor's right to take possession and to sell or re-lease or otherwise dispose of such Equipment, and irrespective of whether or not Lessor has elected to terminate the Lease or any or all of the Schedules, Lessor shall be entitled to claim and to recover immediately from Lessee as a genuine pre-estimate of liquidated damages for the breach of this Lease and not as a penalty an amount in respect of each Schedule equal to the present value (calculated on the basis of an interest rate of two percent (2%) per annum compounded monthly) of the total of; (i) all amounts due under the related Schedule as rent or otherwise to the expiration of each related Lease Term or the related Extended Lease Term, as applicable and (ii) Lessor's residual value of the related Equipment at the expiration of the related Lease Term or related Extended Lease Term, as applicable; provided that if Lessee has paid the said liquidated damages, the net amount received by Lessor in any sale, re-lease or disposition of such Equipment after deducting all costs and expenses, including legal fees and disbursements on a solicitor and own client basis will be paid to Lessee or if Lessee has not paid such liquidated damages, the said net amount will be deducted from such liquidated damages. The amount payable by Lessee as liquidated damages shall bear interest at the rate of eighteen percent (18%) per annum, calculated monthly from the date Lessor gives notice to Lessee of an Event of Default. Upon the occurrence of an Event of Default, Lessee authorizes Lessor to debit any account Lessee has with any affiliate of Lessor for any sums payable under this Lease.

23. REMEDIES CUMULATIVE. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise of any other right or remedy.

24. COLLECTION CHARGES AND INTEREST. Should Lessee fail to pay when due the whole or any part of any Rental Payment, as specified under the "Terms of Payment" section in each Schedule or any other sum owed by Lessee under this Lease, Lessee shall pay to Lessor in addition thereto, a collection charge equal to the greater of ten dollars (\$10.00) for each month or part thereof for which said rent or other sum shall be overdue or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of eighteen percent (18%) per annum (or such other rate as may be notified to Lessee from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. Lessor shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to rental, other overdue payments and amounts in default. Lessee further agrees to pay to Lessor a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse Lessor for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be \$48.00 (which amount is subject to change at the sole discretion of Lessor). If any provision of this Lease would obligate Lessee to make any payment of interest or other amount payable to Lessor in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Lessor of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by Lessor of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to Lessor under this Lease, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to Lessor which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

25. RETURN OF EQUIPMENT UPON TERMINATION. Upon the expiration or earlier termination of this Lease or a Schedule, Lessee shall at Lessee's expense deliver the related Equipment to Lessor, or its designated agent, at such location as Lessor shall designate, or deliver or dispose of the Equipment as Lessor may otherwise direct. Lessee shall bear all expenses in connection with the return of such Equipment including dismantling, packing, crating, loading, rigging, transportation drayage, insurance and other costs and charges but not any charges or expenses in connection with de-crating or installation of such Equipment at such address designated by Lessor. Lessee agrees that upon return of such Equipment, such Equipment will be in such condition that the manufacturer thereof will accept it for maintenance under the standard maintenance agreement of the manufacturer. Lessee agrees that any name or other identification of Lessee will be removed from such Equipment upon its return. Such Equipment shall be returned in as good condition and working order as when delivered to Lessee, reasonable wear and tear only excepted, and free from any Encumbrances. Lessor shall be the sole judge of the condition of such Equipment. Lessee agrees to pay to Lessor the cost of repairing or restoring such Equipment in accordance with the provisions hereof and the cost of discharging any Encumbrances. If Lessee fails to return the Equipment within ten (10) days of the expiration or earlier termination of this Lease, as applicable, Lessor shall have the right to enter upon the premises where such Equipment may be and take possession of and remove it at Lessee's expense with or without legal process. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal.

26. NOTICES. Any notice to be given hereunder shall be in writing and may be personally delivered, sent by registered mail or transmitted by electronic mail or fax to the address of each party contained herein. Every notice shall be deemed to have been given and received: if personally delivered, upon delivery; if sent by mail, on the earlier of actual receipt or five days after posting; and if transmitted by electronic mail or fax, on the earlier of actual receipt and two days following the date of transmission; in each case excluding Saturday, Sunday and those statutory holidays on which the offices of either party are closed. Either party may by notice change its address to which notice may be given.

27. FINANCING STATEMENT. Lessor may file a financing statement or similar registration with respect to this Lease so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all right to notice as may be applicable under any such registration of this Lease, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment.

28. ASSIGNMENTS AND SUBLETTING. Lessee shall not transfer, deliver up possession of or sublet the Equipment and this Lease shall not be assignable by Lessee without prior written permission of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$500.00 (which amount is subject to change at the sole discretion of Lessor) or Lessor's actual costs, whichever is greater. This Lease and all rights of Lessor hereunder may be assigned by Lessor without Lessee's consent but Lessee shall not be obligated to make payments to any assignee of Lessor except after written notice of such assignment from Lessor. Lessee agrees to make each Rental Payment as specified under the "Terms of Payment" section in each Schedule, including applicable taxes, unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. Such assignment shall not operate to release Lessee from any of its obligations hereunder.

29. ENGLISH LANGUAGE. The parties hereto confirm their express wish that this Lease as well as all other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir le présent bail de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

30. JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Equipment is located. The parties irrevocably attach to the non-exclusive jurisdiction of the courts of the province in which the Equipment is located.

31. FURTHER ASSURANCES. Lessee will promptly and duly execute and deliver to Lessor such further documents and instruments and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose hereof and to establish and protect the rights, interests and remedies intended to be created in favour of Lessor hereby including, without limitation, (i) the filing or recording of this Lease including any schedule or amendment hereto, or a financing, renewal or continuation statement with respect hereto or thereto in accordance with the laws of any applicable jurisdiction and (ii) the taking of such further action as Lessor may deem desirable to fully protect Lessor's interest hereunder. Lessee hereby authorizes Lessor to effect any such filing or recording as aforesaid (including the filing of any such financing statement without the signature of Lessee). Lessee shall also upon the request of Lessor provide evidence satisfactory to Lessor of the due authorizations, execution and delivery of any schedule or amendment hereto.

32. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS. In this section, "you" means: (i) any individual, or that individual's authorized representative, who is Lessee; (ii) any individual who is a partner of Lessee; and (iii) the signing authorities, as identified to us, of Lessee. In this section and in section 33 below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including Lessor, which provide deposit, investment, loan, securities, trust, insurance and other products or services. "Information" means financial, personal and other details about you, that you provide to us and that we obtain from others outside our organization, including through the products and services that are provided by us to Lessee. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement which has or will be provided to you and is available online at td.com, including for, but not limited to, the purpose of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or by other electronic means, and by automatic dialing-announcing device, at the numbers you have provided to us or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement or contact Lessor at 1-866-567-8888. If:

a) there are changes to the signing authorities of Lessee; or

b) at the time of entering into this Lease, Lessee, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of such corporation, or has any director, where such individual or director is not, at such time, either a signing authority of such corporation or a personal banking customer of TD; or

c) at the time of entering into this Lease, Lessee, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of Lessee, where such individual is not, at such time, either a signing authority of Lessee or a personal banking customer of TD;

then Lessee agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where Lessee is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by Section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

33. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION - BUSINESS CUSTOMER (OTHER THAN AN INDIVIDUAL). In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

34. INTERPRETATION. It is hereby agreed by and between the parties that whenever the context of this Lease so requires the singular number shall include the plural and vice versa and that words importing the masculine gender shall include the feminine and neuter genders. The captions and headings in this Lease are for convenience only and shall not define or limit any of the terms hereof.

35. TAXES. Lessee shall pay when due all license fees, taxes, levies and other charges of any nature or kind and, make and file all declarations and returns in connection with all charges and taxes (local, provincial and federal) which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income. The indemnities contained in this section shall survive the termination of this Lease.

36. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby agrees to indemnify, protect, save and keep harmless Lessor, its shareholders, affiliates and each of their agents and servants, officers, employees and directors, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including without limitation legal fees and disbursements on a solicitor and own client basis, of whatsoever kind and nature imposed or assumed by, incurred by or asserted against Lessor in any way relating to or arising out of; (i) the manufacture, order, acceptance or rejection, purchase, ownership, delivery, lease, possession, use, importation, installation, condition, sale, return or other disposition of the Equipment (including, without limitation, any costs or expenses incurred by Lessor in the acquisition of any of the Equipment which are in excess of or were not included or contemplated in the selection and acquisition of the Equipment); (ii) environmental damage or loss caused by the Equipment; (iii) any claim relating to any latent or other defects whether or not discoverable by Lessee; (iv) any claim for patent, trademark, design or copyright infringement; (v) any claim based on Lessor's ownership of the Equipment; (vi) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment; or (vii) the failure of Lessee to comply with any terms of this Lease. Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This section shall be effective and in full force and effect from the date of the execution of this Lease even though the Lease Term of any Equipment under this Lease has not yet commenced. The indemnities contained in this section shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and shall be payable on demand.

37. WAIVERS. To the extent permitted by law or statute and to the extent the same extends to and relates to the Lease as amended or renewed or any collateral security thereto, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of The Limitation of Civil Rights Act (Saskatchewan), the Sale of Goods Act (British Columbia) and the Law of Property Act (Alberta) and any amendments thereto. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of litigation.

38. FINANCIAL DATA AND OTHER INFORMATION. Lessee will provide Lessor with financial data and information as Lessor may request from time to time, including, without limitation, (i) annually, within ninety (90) days of the end of each financial year of Lessee, Lessee shall deliver to Lessor a copy of Lessee's audited or unaudited financial statements (as required by Lessor) for each financial year of Lessee; and (ii) such updated information and/or additional supporting information as Lessor may require with respect to any or all the matters in Lessee's representation and warranty in section 20(f).

39. WAIVER BY LESSOR. Any failure by Lessor to object to or take action with respect to a breach of this Lease or upon the occurrence of an Event of Default shall not constitute a waiver of Lessor's right to take action at a later date on that breach. No course of conduct by Lessor will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Lease or Lessor's rights hereunder.

40. PRE-AUTHORIZED PAYMENTS. If Lessee has completed the Pre-Authorized Debit (PAD) Agreement (attached hereto as Appendix 2 which forms part of this Lease), Lessee warrants on a continuing basis that all persons whose signatures are required to sign on the specified PAD account have signed the authorization. Lessee will notify Lessor in writing of any changes in the account information.

41. ADDITIONAL COLLATERAL SECURITY. As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of Lessee to Lessor and any of its affiliates from time to time, Lessee hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to any equipment and assets now or hereafter leased to, or sold to, Lessee by Lessor, together with all proceeds thereof of whatever nature and kind howsoever arising. Lessee acknowledges that the security interest granted hereby attaches upon the execution of this Lease and that value has been given. A security

interest in any after acquired property included in the collateral in which a security interest is granted hereunder attaches to that property on the acquisition of rights therein by Lessee.

42. ELECTRONIC COMMUNICATIONS. Any electronic communication between Lessee and Lessor will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions or information whether by telephone, internet, telex, tape, disk, wire or other means of telecommunication or electronic transmission, including a facsimile transmission. Lessor will consider any electronic communication received from Lessee or in Lessee's name, or from Lessee's premises or equipment, to be duly authorized by Lessee and binding on Lessee. Lessee authorizes Lessor to rely and act on any such communication. If the communication is by facsimile transmission, Lessor will be entitled to act upon any signature purporting to be Lessee's signature or that of Lessee's authorized signing officer. If Lessor tries to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (although Lessor is not obligated to do so) and is unable to do so to Lessor's satisfaction, Lessor may delay in acting on or refuse to act on such instructions. Lessee agrees that Lessor's records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Lessor's records will be conclusive proof of the existence, content and accuracy of the electronic communication.

43. CUSTOMER RESOLUTION PROCESS. If Lessee has a problem or concern, Lessee may contact Lessor toll free at 1-800-263-3216, by email at tdefcacs@td.com or Lessee may visit Lessor at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of Lessor's complaint process visit www.td.com. Financial Consumer Agency of Canada (FCAC) – If Lessee has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, Lessee can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation.

44. TIME. Time is of the essence of this Lease.

45. MISCELLANEOUS. This Lease constitutes the entire agreement between the parties with respect to the Equipment. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, oral or written, express or implied, collateral, statutory or otherwise, relating to the Equipment except as herein provided. Any modification, amendment, change or alteration to the terms of this Lease shall not be effective and binding on Lessor unless the same is in writing and signed by Lessor. No term, covenant or condition of this Lease can be waived except by written consent of Lessor. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Provisions of this Lease, which contravene the applicable law of any jurisdiction, are severable and void to such extent. Lessee acknowledges executing and receiving a fully executed copy of this Lease. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease and Lessor shall be entitled to unilaterally correct the same. Lessee confirms that, except as permitted by Lessor, this Lease shall not be entered into on behalf of or for the benefit of any third party. This Lease shall apply to and bind Lessee's heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of Lessor.

This Lease, consisting of the foregoing, including the Schedule(s), Certificates and any appendices attached hereto, correctly sets forth the entire Lease between Lessor and Lessee. Neither this Lease nor any other agreements or understandings shall be binding upon Lessor unless in writing, accepted by an authorized representative of Lessor.

Executed this 29th day of June, 2021.

By execution hereof, the signer hereby certifies that he/she has read this Lease, and that he/she is duly authorized to execute this Lease on behalf of Lessee.

LESSOR: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

By: Jennifer L. Smith
Authorized Signature and Title
Manager Business Banking

LESSEE: BALLO CARRIERS INC.

By: [Signature] Director
Authorized Signature and Title
By: _____
Authorized Signature and Title

SCHEDULE "A"
MASTER EQUIPMENT LEASE NO. T000006070
SCHEDULE NO. 21011230



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

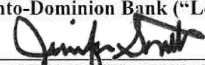
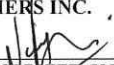
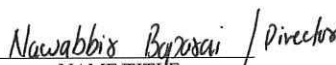
Attached to and forming part of the Master Equipment Lease No. T000006070 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and BALLO CARRIERS INC. as Lessee dated the 29th day of June, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE				SUPPLIER OF EQUIPMENT			
LESSEE NAME		BALLO CARRIERS INC. ("Lessee")		NAME		SELECT TRAILER SALES (EAST) LTD. ("Supplier")	
Date of Birth (if Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7				ADDRESS: 6145 NETHERHART RD., MISSISSAUGA ON L5T 1G5			
CONTACT:		TEL: 905-494-1911 FAX: 416-303-3045		SALESPERSON:		TEL: 905-696-9762 FAX: 905-696-8905	
EQUIPMENT LOCATION (if different from Lessee address above) :							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
NEW	2021	Wilson CD - 1080 Flatbed	Trailer c/w attachments and accessories			1W15532A8M6629660	
NEW	2021	Wilson CD - 1080 Flatbed	Trailer c/w attachments and accessories			1W15532AXM6629661	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$1,852.13		\$240.78	\$2,092.91
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
June	29	2021	July	29	2021		
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English <input checked="" type="checkbox"/> French <input type="checkbox"/>			

ADDITIONAL TERMS AND CONDITIONS

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("**Extended Lease Term**") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
5. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
6. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR:</p> <p>_____</p> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By: <u></u></p> <p style="text-align: center;">AUTHORIZED SIGNATURE Jennifer L. Smith Manager Business Banking</p> <p style="text-align: center;">_____ NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: June 29, 2021</p> <p>FULL LEGAL NAME OF LESSEE: BALLO CARRIERS INC.</p> <p>=====</p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>BALLO CARRIERS INC.</p> <p>By: <u></u></p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p> <p>By: <u> / Director</u></p> <p style="text-align: center;">NAME/TITLE</p> <p>By: _____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____</p> <p style="text-align: center;"><i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 21011230 to Master Equipment Lease No. T00006070 between BALLO CARRIERS INC. as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this _____ day of _____, 20 _____

LESSEE:

BALLO CARRIERS INC.

Per: _____

Name/Title: _____

Nawabhis Bapasai / Director

Per: _____

Name/Title: _____

APPENDIX 2
TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank
PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Master Equipment Lease No. T000006070 (the "Lease") between BALLO CARRIERS INC. ("Lessee") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor").

Lessee authorizes Lessor to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Lessee (each a "PAD Account"), with the amount of each rental payment on the due date thereof (specified in the "Terms of Payment" section of each present and hereafter attached Schedule to the Master Lease) and all other amounts due by Lessee to Lessor from time to time pursuant to the terms and conditions of the Master Lease. Lessee waives any right to receive pre-notification of the amount or due dates of any PAD.

Lessee acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for Lessor's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Lessee's Financial Institution (Processing Institution):

Processing Institution Number: **Transit Number:** **Account Number:**

(Attach sample void cheque)

Lessee acknowledges that delivery of this authorization to Lessor constitutes delivery by Lessee to the Processing Institution. Lessee agrees that the Processing Institution is not required to verify that each PAD submitted by Lessor has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Lessee may change or cancel this authorization at any time on fifteen (15) days prior written notice to Lessor. Lessee understands that this PAD Agreement only applies to the method of payment under the Lease and neither this authorization nor the cancellation thereof affects Lessee's obligations to Lessor under the Lease. To obtain a sample cancellation form, or for more information on Lessee's right to cancel a PAD Agreement, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee will notify Lessor promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Lessee acknowledges that Lessee has received a signed copy of this PAD Agreement.

Lessor Contact Information: **TD Equipment Finance Canada, a division of The Toronto-Dominion Bank**
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770
Fax: 905-403-4771

Date: June 29, 2021

Lessee Name:

BALLO CARRIERS INC.

Signature of Authorized Signatory

Nawabbi Bazzani / Director

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Signature of Authorized Signatory

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21011230 dated JUNE 29TH 2021 (the "Agreement") between BALLO CARRIERS INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 3.85% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 28TH day of JUNE, 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

Per _____

Name/Title: Jennifer L Smith
Manager Business Banking

BALLO CARRIERS INC.

Per _____

Name/Title: Nawabbi's Bajaj / Director

Per _____

Name/Title: _____

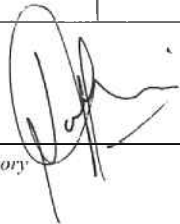


TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: June 29, 2021

Bill To: BALLO CARRIERS INC.
3 BELLEVILLE DR
BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$1,852.13
HST	\$240.78
Subtotal	\$2,092.91
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$2,940.41



Authorized Signatory

GST/HST# 105255145RT

AMORTIZATION SCHEDULE



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

BALLO CARRIERS INC. - Contract # 21011230

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 3.85%

	Date	Payment	Interest	Principal	Balance
Financial Lease	06/29/2021				101,263.20
1	06/29/2021	1,852.13	0.00	1,852.13	99,411.07
2	07/29/2021	1,852.13	318.94	1,533.19	97,877.88
3	08/29/2021	1,852.13	314.02	1,538.11	96,339.77
4	09/29/2021	1,852.13	309.09	1,543.04	94,796.73
5	10/29/2021	1,852.13	304.14	1,547.99	93,248.74
6	11/29/2021	1,852.13	299.17	1,552.96	91,695.78
7	12/29/2021	1,852.13	294.19	1,557.94	90,137.84
2021 Totals		12,964.91	1,839.55	11,125.36	
8	01/29/2022	1,852.13	289.19	1,562.94	88,574.90
9	02/28/2022	1,852.13	284.18	1,567.95	87,006.95
10	03/29/2022	1,852.13	279.15	1,572.98	85,433.97
11	04/29/2022	1,852.13	274.10	1,578.03	83,855.94
12	05/29/2022	1,852.13	269.04	1,583.09	82,272.85
13	06/29/2022	1,852.13	263.96	1,588.17	80,684.68
14	07/29/2022	1,852.13	258.86	1,593.27	79,091.41
15	08/29/2022	1,852.13	253.75	1,598.38	77,493.03
16	09/29/2022	1,852.13	248.62	1,603.51	75,889.52
17	10/29/2022	1,852.13	243.48	1,608.65	74,280.87
18	11/29/2022	1,852.13	238.32	1,613.81	72,667.06
19	12/29/2022	1,852.13	233.14	1,618.99	71,048.07
2022 Totals		22,225.56	3,135.79	19,089.77	
20	01/29/2023	1,852.13	227.95	1,624.18	69,423.89
21	02/28/2023	1,852.13	222.73	1,629.40	67,794.49
22	03/29/2023	1,852.13	217.51	1,634.62	66,159.87
23	04/29/2023	1,852.13	212.26	1,639.87	64,520.00
24	05/29/2023	1,852.13	207.00	1,645.13	62,874.87
25	06/29/2023	1,852.13	201.72	1,650.41	61,224.46
26	07/29/2023	1,852.13	196.43	1,655.70	59,568.76

	Date	Payment	Interest	Principal	Balance	
	27	08/29/2023	1,852.13	191.12	1,661.01	57,907.75
	28	09/29/2023	1,852.13	185.79	1,666.34	56,241.41
	29	10/29/2023	1,852.13	180.44	1,671.69	54,569.72
	30	11/29/2023	1,852.13	175.08	1,677.05	52,892.67
	31	12/29/2023	1,852.13	169.70	1,682.43	51,210.24
	2023 Totals		22,225.56	2,387.73	19,837.83	
	32	01/29/2024	1,852.13	164.30	1,687.83	49,522.41
	33	02/29/2024	1,852.13	158.88	1,693.25	47,829.16
	34	03/29/2024	1,852.13	153.45	1,698.68	46,130.48
	35	04/29/2024	1,852.13	148.00	1,704.13	44,426.35
	36	05/29/2024	1,852.13	142.53	1,709.60	42,716.75
	37	06/29/2024	1,852.13	137.05	1,715.08	41,001.67
	38	07/29/2024	1,852.13	131.55	1,720.58	39,281.09
	39	08/29/2024	1,852.13	126.03	1,726.10	37,554.99
	40	09/29/2024	1,852.13	120.49	1,731.64	35,823.35
	41	10/29/2024	1,852.13	114.93	1,737.20	34,086.15
	42	11/29/2024	1,852.13	109.36	1,742.77	32,343.38
	43	12/29/2024	1,852.13	103.77	1,748.36	30,595.02
	2024 Totals		22,225.56	1,610.34	20,615.22	
	44	01/29/2025	1,852.13	98.16	1,753.97	28,841.05
	45	02/28/2025	1,852.13	92.53	1,759.60	27,081.45
	46	03/29/2025	1,852.13	86.89	1,765.24	25,316.21
	47	04/29/2025	1,852.13	81.22	1,770.91	23,545.30
	48	05/29/2025	1,852.13	75.54	1,776.59	21,768.71
	49	06/29/2025	1,852.13	69.84	1,782.29	19,986.42
	50	07/29/2025	1,852.13	64.12	1,788.01	18,198.41
	51	08/29/2025	1,852.13	58.39	1,793.74	16,404.67
	52	09/29/2025	1,852.13	52.63	1,799.50	14,605.17
	53	10/29/2025	1,852.13	46.86	1,805.27	12,799.90
	54	11/29/2025	1,852.13	41.07	1,811.06	10,988.84
	55	12/29/2025	1,852.13	35.26	1,816.87	9,171.97
	2025 Totals		22,225.56	802.51	21,423.05	
	56	01/29/2026	1,852.13	29.43	1,822.70	7,349.27
	57	02/28/2026	1,852.13	23.58	1,828.55	5,520.72
	58	03/29/2026	1,852.13	17.71	1,834.42	3,686.30
	59	04/29/2026	1,852.13	11.83	1,840.30	1,846.00
	60	05/29/2026	1,852.13	6.13	1,846.00	0.00
	2026 Totals		9,260.65	88.68	9,171.97	
	Grand Totals		111,127.80	9,864.60	101,263.20	

Date

Payment

Interest

Principal

Balance

Amounts listed are exclusive of all applicable taxes.

POWER OF ATTORNEY LICENSING AND TITLING INFORMATION



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

The Toronto-Dominion Bank hereby authorizes _____ of _____ to act as agent, representative or attorney in fact for **The Toronto-Dominion Bank** in all matters pertaining to licensing, plating and/or renewal of registration, in the name of:

The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7

as Owner/Lessor of the vehicle described below and being leased from **The Toronto-Dominion Bank** by **BALLO CARRIERS INC.**.

This letter of authorization is not valid for the purpose of selling, mortgaging, transferring, assigning or pledging of, or placing of any liens or encumbrances on the said vehicle, which is owned by **The Toronto-Dominion Bank** or for the purpose of canceling the License Plate, reducing or canceling insurance coverage or increasing insurance deductibles, and is valid and may be acted upon, only in the Province of **Ontario**.

We further confirm that the lease payments made to **The Toronto-Dominion Bank** are subject to **13.00% HST Ontario Sales Tax**.

YEAR	MAKE/MODEL	VIN
2021	Wilson CD - 1080 Flatbed	1W15532A8M6629660
2021	Wilson CD - 1080 Flatbed	1W15532AXM6629661

Vehicle to be plated in the name of: **BALLO CARRIERS INC.**
Lessee: **BALLO CARRIERS INC.**
Address: **3 BELLEVILLE DR
BRAMPTON ON L6P 1V7**

Per: _____
I/We have the authority to bind the Corporation

Name/Title: Nawabhis Buparai / Director

The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7

Per: _____
I have the authority to bind the Corporation

Name/Title: Maria Pham / CSO

Dated: **June 29, 2021**

ON RIN # 154471445
GST/HST # 105255145RT
BC PST # 1002-5676
MB PST # 866216-9
SK PST # 5230883
QST # 1000042923TQ8182
NIR # 47803689

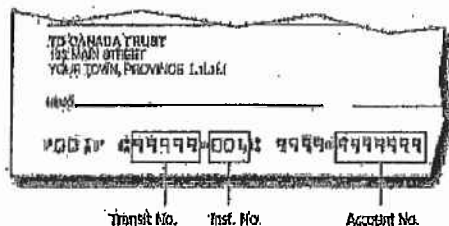


FOR CAD FUNDS ONLY

TD Canada Trust

Info Sheet

How to Set up Direct Deposits or Pre-Authorized Debits



Customer Name

BALLO CARRIERS INC.

Transit No.

0 1 8 4 2

Inst. No.

0 0 4

Account No.

5 2 2 0 1 0 4

Transit No.

Inst. No.

Account No.

You can find your branch address information on your cheques or by using our branch locator tool;

www.tdcanadatrust.com/locator

Direct Deposit

Direct Deposit is the most convenient way to receive recurring deposits (i.e. pay, pension, government payments, annuity, interest, etc.) with immediate access to funds. There are no holds on your funds or a need for special trips to your local branch or ATM to deposit your cheques.

To set up a Direct Deposit with the federal government:

1. Visit www.directdeposit.gc.ca for a Government of Canada Direct Deposit enrolment form and use your account information from the fields above when completing the form.
2. If you do not have a cheque to void, have your local TD Canada Trust branch stamp the enrolment form.
3. Once complete, mail the enrolment form to the address provided.

Note: Additional information may be required on the form such as your Social Insurance Number or date of birth. The form includes a toll free number for support with completing the form.

To set up a Direct Deposit with your employer:

1. Provide your account information from the fields above to the payroll department of your employer or company pension provider.

Pre-Authorized Debit (PAD)

A Pre-Authorized Debit (PAD) is an automatic withdrawal taken directly from your TD Canada Trust account by a company or financial institution that you have authorized to do so. PAD is a great way for you to save time with bill payments (i.e. utilities, credit cards) you pay by mail, at the ATM, in branch or by phone; and may help you avoid late fees.

To set up a PAD:

1. Call or visit the website of the company you wish to set up a Pre-Authorized Debit (PAD) with to obtain a PAD Agreement and use your account information noted from the fields above when completing the Agreement.
2. If the company allows for online form submission on its website, you will need to first register for its website and should follow the instructions provided.

Note: If your billing company accepts Visa Debit in Canada (or Visa internationally) and you have the enhanced TD Access Card, setting up a PAD will be easier than ever! Simply provide them with the card's 16 digit number in place of the account information noted above.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T000006070
SCHEDULE NO. 23007210

Attached to and forming part of the Master Equipment Lease No. T000006070 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and BALLO CARRIERS INC. as Lessee dated the 29th day of June, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE				SUPPLIER OF EQUIPMENT			
LESSEE NAME		BALLO CARRIERS INC. ("Lessee")		NAME		ROYAL TRUCK & TRAILER SALES LTD. ("Supplier")	
Date of Birth (if Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7				ADDRESS: 73 STAFFORD DR., BRAMPTON ON L6W 1L3			
CONTACT:		TEL:		SALESPERSON:		TEL:	
NAWABBIR SINGH BOPARAI		FAX: 855-422-5833				FAX: 855-422-5833	
EQUIPMENT LOCATION (if different from Lessee address above):							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
USED	2021	VOLVO 860	Truck c/w all attachments and accessories			4V4NC9EJXMN279165	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
48	48	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$3,427.63		\$445.59	\$3,873.22
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH		DAY		YEAR		MONTH	
March		21		2023		April	
						DAY	
						21	
						YEAR	
						2023	
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 48 th month (the "Purchase Option Date") for the amount of \$1.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English		French	
				<input checked="" type="checkbox"/>		<input type="checkbox"/>	

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).

2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatsoever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.

3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.

4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.

5. **NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and cannot be cancelled or terminated except as expressly provided herein. If Lessee qualifies as an Eligible Enterprise as defined in the Bank Act (an "Eligible Enterprise" is a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000) and this Lease is not secured by a mortgage on real property, Lessee has the right to cancel this Lease without incurring a cancellation charge until the end of the third business day after the day on which this Lease is entered into and Lessee may be entitled to the refund of certain fees other than (i) any amounts related to Lessee's use of this Lease prior to the cancellation; and (ii) any expense that Lessor has reasonably incurred in providing this Lease.

6. **COSTS AND EXPENSES.** Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with the preparation, documentation, negotiation and registration of this Lease and any other agreement evidencing or relating to the obligations hereunder, and the ongoing administration, monitoring and enforcement thereof, including, without limitation, any outside or in-house counsel fees and expenses, any professional advisory fees and expenses, and any fees and expenses relating to the registration, perfection, preservation, renewal or discharge of any security/hypothec granted to or taken by Lessor (including, without limitation, as applicable, Personal Property Security Act and Le Registre des droits personnels et réels mobiliers registration fees established by the applicable federal, provincial and/or territorial government(s)), the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment, the failure of Lessee to pay or perform any of the obligations of this Lease, the enforcement by any means of any of the obligations or any provision of this Lease, the exercise of any rights, powers or remedies under this Lease or any other agreement evidencing or relating to the obligations hereunder (including all such fees and expenses in connection with recovering or taking possession of the Equipment, removing or taking custody of, the storing, preserving, processing, repair, reconditioning or dismantling of Equipment, preparing Equipment for lease, sale or other disposition and leasing, selling or otherwise disposing of Equipment), the rendering of financial services under this Lease (including, without limitation, for processing of payment and rendering statements to Lessee) and the preparation of end of Lease Term documentation, at Lessor's discretion.

7. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-préneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.

8. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

DATE OF ACCEPTANCE BY LESSOR:
March 30th, 2023

DATE EXECUTED BY LESSEE: March 21, 2023

FULL LEGAL NAME OF LESSEE: BALLO CARRIERS INC.

TD Equipment Finance Canada, a division of The
Toronto-Dominion Bank ("Lessor")

THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE

BALLO CARRIERS INC.

By: Jennifer Smith
AUTHORIZED SIGNATURE

By: [Signature]
AUTHORIZED SIGNATURE

Nawabbir / Directors
NAME/TITLE

Jennifer Smith Manager of Business Banking
NAME/TITLE

By: _____
AUTHORIZED SIGNATURE NAME/TITLE

Individual(s) (if any): _____

Full Legal Name(s): _____

Witness: _____
(a witness is mandatory for individuals)

Name/Address of Witness: _____

APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 23007210 to Master Equipment Lease No. T000006070 between BALLO CARRIERS INC. as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff, compensation or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this 27th day of March, 20 23

LESSEE:

BALLO CARRIERS INC.

Per: _____

Name/Title: _____

Nawabbio Zaporai / Director

Per: _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

Date: March 21, 2023

Bill To: BALLO CARRIERS INC.
3 BELLEVILLE DR
BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$3,427.63
HST	\$445.59
Subtotal	\$3,873.22
Admin Fee	\$950.00
HST	\$123.50
Subtotal	\$1,073.50
Total Due	\$4,946.72

Authorized Signature

GST/HST# 105255145RT



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 5045 South Service Road, 4th Floor
 Burlington, ON L7L 5Y7
 Phone: 905-403-4770 Fax: 905-403-4771

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**POWER OF ATTORNEY
 LICENSING AND TITLING INFORMATION**

The Toronto-Dominion Bank hereby authorizes _____ of _____ to act as agent, representative or attorney in fact for The Toronto-Dominion Bank in all matters pertaining to licensing, plating and/or renewal of registration, in the name of:

The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7

as Owner/Lessor of the vehicle described below and being leased from The Toronto-Dominion Bank by **BALLO CARRIERS INC.**.

This letter of authorization is not valid for the purpose of selling, mortgaging, transferring, assigning or pledging of, or placing of any liens or encumbrances on the said vehicle, which is owned by The Toronto-Dominion Bank or for the purpose of canceling the License Plate, reducing or canceling insurance coverage or increasing insurance deductibles, and is valid and may be acted upon, only in the Province of **Ontario**.

We further confirm that the lease payments made to The Toronto-Dominion Bank are subject to **13.00% HST Ontario Sales Tax**.

YEAR	MAKE/MODEL	VIN
2021	VOLVO 860	4V4NC9EJXMN279165

Vehicle to be plated in the name of: **BALLO CARRIERS INC.**
 Lessee: **BALLO CARRIERS INC.**
 Address: **3 BELLEVILLE DR**
BRAMPTON ON L6P 1V7

Per: _____
 I/We have the authority to bind the Corporation

Name/Title: _____

The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7

Per: *M. Di Bartolomeo*
 I have the authority to bind the Corporation

Name/Title: Maria Di Bartolomeo / CSO

Dated: **March 21, 2023**

ON RIN# 154471445
 QST/GST/HST# 105255145RT
 BC PST# 1002-5676
 MB PST# 866216-9
 SK PST# 5230883
 NIR# 47803689

	Date	Payment	Interest	Principal	Balance
27	05/23/2025	3,427.63	411.15	3,016.48	67,566.86
28	06/23/2025	3,427.63	393.58	3,034.05	64,532.81
29	07/23/2025	3,427.63	375.90	3,051.73	61,481.08
30	08/23/2025	3,427.63	358.13	3,069.50	58,411.58
31	09/23/2025	3,427.63	340.25	3,087.38	55,324.20
32	10/23/2025	3,427.63	322.26	3,105.37	52,218.83
33	11/23/2025	3,427.63	304.17	3,123.46	49,095.37
34	12/23/2025	3,427.63	285.98	3,141.65	45,953.72
2025 Totals		41,131.56	4,609.70	36,521.86	
35	01/23/2026	3,427.63	267.68	3,159.95	42,793.77
36	02/23/2026	3,427.63	249.27	3,178.36	39,615.41
37	03/23/2026	3,427.63	230.76	3,196.87	36,418.54
38	04/23/2026	3,427.63	212.14	3,215.49	33,203.05
39	05/23/2026	3,427.63	193.41	3,234.22	29,968.83
40	06/23/2026	3,427.63	174.57	3,253.06	26,715.77
41	07/23/2026	3,427.63	155.62	3,272.01	23,443.76
42	08/23/2026	3,427.63	136.56	3,291.07	20,152.69
43	09/23/2026	3,427.63	117.39	3,310.24	16,842.45
44	10/23/2026	3,427.63	98.11	3,329.52	13,512.93
45	11/23/2026	3,427.63	78.71	3,348.92	10,164.01
46	12/23/2026	3,427.63	59.21	3,368.42	6,795.59
2026 Totals		41,131.56	1,973.43	39,158.13	
47	01/23/2027	3,427.63	39.58	3,388.05	3,407.54
48	02/23/2027	3,427.63	20.09	3,407.54	0.00
2027 Totals		6,855.26	59.67	6,795.59	
Grand Totals		164,526.24	20,526.24	144,000.00	

Amounts listed are exclusive of all applicable taxes.

SCHEDULE "A"
MASTER EQUIPMENT LEASE NO. T000006070
SCHEDULE NO. 21011230



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

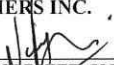
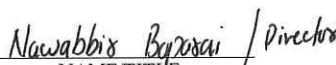
Attached to and forming part of the Master Equipment Lease No. T000006070 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and BALLO CARRIERS INC. as Lessee dated the 29th day of June, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE				SUPPLIER OF EQUIPMENT			
LESSEE NAME		BALLO CARRIERS INC. ("Lessee")		NAME		SELECT TRAILER SALES (EAST) LTD. ("Supplier")	
Date of Birth (if Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7				ADDRESS: 6145 NETHERHART RD., MISSISSAUGA ON L5T 1G5			
CONTACT:		TEL: 905-494-1911 FAX: 416-303-3045		SALESPERSON:		TEL: 905-696-9762 FAX: 905-696-8905	
EQUIPMENT LOCATION (if different from Lessee address above) :							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
NEW	2021	Wilson CD - 1080 Flatbed	Trailer c/w attachments and accessories			1W15532A8M6629660	
NEW	2021	Wilson CD - 1080 Flatbed	Trailer c/w attachments and accessories			1W15532AXM6629661	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$1,852.13		\$240.78	\$2,092.91
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
June	29	2021	July	29	2021		
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English <input checked="" type="checkbox"/> French <input type="checkbox"/>			

ADDITIONAL TERMS AND CONDITIONS

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("**Extended Lease Term**") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
5. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
6. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR:</p> <p>_____</p> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By: <u></u></p> <p style="text-align: center;">AUTHORIZED SIGNATURE Jennifer L. Smith Manager Business Banking</p> <p style="text-align: center;">_____ NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: June 29, 2021</p> <p>FULL LEGAL NAME OF LESSEE: BALLO CARRIERS INC.</p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>BALLO CARRIERS INC.</p> <p>By: <u></u></p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p> <p>By: <u> / Director</u></p> <p style="text-align: center;">NAME/TITLE</p> <p>By: _____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____</p> <p style="text-align: center;"><i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 21011230 to Master Equipment Lease No. T00006070 between BALLO CARRIERS INC. as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this _____ day of _____, 20 _____

LESSEE:

BALLO CARRIERS INC.

Per: _____

Name/Title: Nawabbi Bepasai / Director

Per: _____

Name/Title: _____

APPENDIX 2
TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank
PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

This PAD Agreement is attached to and forms part of Master Equipment Lease No. T000006070 (the "Lease") between BALLO CARRIERS INC. ("Lessee") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor").

Lessee authorizes Lessor to debit the account indicated below or such other replacement account as indicated on a new void specimen cheque provided by Lessee (each a "PAD Account"), with the amount of each rental payment on the due date thereof (specified in the "Terms of Payment" section of each present and hereafter attached Schedule to the Master Lease) and all other amounts due by Lessee to Lessor from time to time pursuant to the terms and conditions of the Master Lease. Lessee waives any right to receive pre-notification of the amount or due dates of any PAD.

Lessee acknowledges that this authorization is for business pre-authorized debits ("PADs") and is being provided for Lessor's benefit and the benefit of the financial institution where the PAD Account is held (the "Processing Institution"), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests against the PAD Account in accordance with the rules of the Canadian Payments Association.

Name and Address of Lessee's Financial Institution (Processing Institution):

Processing Institution Number: **Transit Number:** **Account Number:**

(Attach sample void cheque)

Lessee acknowledges that delivery of this authorization to Lessor constitutes delivery by Lessee to the Processing Institution. Lessee agrees that the Processing Institution is not required to verify that each PAD submitted by Lessor has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

Lessee may change or cancel this authorization at any time on fifteen (15) days prior written notice to Lessor. Lessee understands that this PAD Agreement only applies to the method of payment under the Lease and neither this authorization nor the cancellation thereof affects Lessee's obligations to Lessor under the Lease. To obtain a sample cancellation form, or for more information on Lessee's right to cancel a PAD Agreement, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee has certain recourse rights if any debit does not comply with this PAD Agreement such as the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, Lessee may contact its financial institution or visit www.cdnpay.ca.

Lessee will notify Lessor promptly in writing of any change to the PAD Account at least two (2) weeks prior to the next due date of a PAD.

Lessee acknowledges that Lessee has received a signed copy of this PAD Agreement.

Lessor Contact Information: **TD Equipment Finance Canada, a division of The Toronto-Dominion Bank**
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770
Fax: 905-403-4771

Date: June 29, 2021

Lessee Name:

BALLO CARRIERS INC.

Signature of Authorized Signatory

Nawabbi Beyrouti / Director

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Signature of Authorized Signatory

Name and Title of Signing Officer
(Complete only if Lessee is a Corporation)

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21011230 dated JUNE 29TH 2021 (the "Agreement") between BALLO CARRIERS INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 3.85% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 28TH day of JUNE, 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

Per _____

Name/Title: Jennifer L Smith
Manager Business Banking

BALLO CARRIERS INC.

Per _____

Name/Title: Nawabbi's Bajaj / Director

Per _____

Name/Title: _____

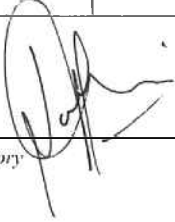


TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: June 29, 2021

Bill To: BALLO CARRIERS INC.
3 BELLEVILLE DR
BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$1,852.13
HST	\$240.78
Subtotal	\$2,092.91
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$2,940.41



Authorized Signatory

GST/HST# 105255145RT



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

135
AMORTIZATION SCHEDULE

BALLO CARRIERS INC. - Contract # 21011230

FOR ACCOUNTING PURPOSES ONLY - NOT TO BE USED FOR PAYOUT PURPOSES

Compound Period: Monthly

Nominal Annual Rate: 3.85%

	Date	Payment	Interest	Principal	Balance
Financial Lease	06/29/2021				101,263.20
1	06/29/2021	1,852.13	0.00	1,852.13	99,411.07
2	07/29/2021	1,852.13	318.94	1,533.19	97,877.88
3	08/29/2021	1,852.13	314.02	1,538.11	96,339.77
4	09/29/2021	1,852.13	309.09	1,543.04	94,796.73
5	10/29/2021	1,852.13	304.14	1,547.99	93,248.74
6	11/29/2021	1,852.13	299.17	1,552.96	91,695.78
7	12/29/2021	1,852.13	294.19	1,557.94	90,137.84
2021 Totals		12,964.91	1,839.55	11,125.36	
8	01/29/2022	1,852.13	289.19	1,562.94	88,574.90
9	02/28/2022	1,852.13	284.18	1,567.95	87,006.95
10	03/29/2022	1,852.13	279.15	1,572.98	85,433.97
11	04/29/2022	1,852.13	274.10	1,578.03	83,855.94
12	05/29/2022	1,852.13	269.04	1,583.09	82,272.85
13	06/29/2022	1,852.13	263.96	1,588.17	80,684.68
14	07/29/2022	1,852.13	258.86	1,593.27	79,091.41
15	08/29/2022	1,852.13	253.75	1,598.38	77,493.03
16	09/29/2022	1,852.13	248.62	1,603.51	75,889.52
17	10/29/2022	1,852.13	243.48	1,608.65	74,280.87
18	11/29/2022	1,852.13	238.32	1,613.81	72,667.06
19	12/29/2022	1,852.13	233.14	1,618.99	71,048.07
2022 Totals		22,225.56	3,135.79	19,089.77	
20	01/29/2023	1,852.13	227.95	1,624.18	69,423.89
21	02/28/2023	1,852.13	222.73	1,629.40	67,794.49
22	03/29/2023	1,852.13	217.51	1,634.62	66,159.87
23	04/29/2023	1,852.13	212.26	1,639.87	64,520.00
24	05/29/2023	1,852.13	207.00	1,645.13	62,874.87
25	06/29/2023	1,852.13	201.72	1,650.41	61,224.46
26	07/29/2023	1,852.13	196.43	1,655.70	59,568.76

	Date	Payment	Interest	Principal	Balance
27	08/29/2023	1,852.13	191.12	1,661.01	57,907.75
28	09/29/2023	1,852.13	185.79	1,666.34	56,241.41
29	10/29/2023	1,852.13	180.44	1,671.69	54,569.72
30	11/29/2023	1,852.13	175.08	1,677.05	52,892.67
31	12/29/2023	1,852.13	169.70	1,682.43	51,210.24
2023 Totals		22,225.56	2,387.73	19,837.83	
32	01/29/2024	1,852.13	164.30	1,687.83	49,522.41
33	02/29/2024	1,852.13	158.88	1,693.25	47,829.16
34	03/29/2024	1,852.13	153.45	1,698.68	46,130.48
35	04/29/2024	1,852.13	148.00	1,704.13	44,426.35
36	05/29/2024	1,852.13	142.53	1,709.60	42,716.75
37	06/29/2024	1,852.13	137.05	1,715.08	41,001.67
38	07/29/2024	1,852.13	131.55	1,720.58	39,281.09
39	08/29/2024	1,852.13	126.03	1,726.10	37,554.99
40	09/29/2024	1,852.13	120.49	1,731.64	35,823.35
41	10/29/2024	1,852.13	114.93	1,737.20	34,086.15
42	11/29/2024	1,852.13	109.36	1,742.77	32,343.38
43	12/29/2024	1,852.13	103.77	1,748.36	30,595.02
2024 Totals		22,225.56	1,610.34	20,615.22	
44	01/29/2025	1,852.13	98.16	1,753.97	28,841.05
45	02/28/2025	1,852.13	92.53	1,759.60	27,081.45
46	03/29/2025	1,852.13	86.89	1,765.24	25,316.21
47	04/29/2025	1,852.13	81.22	1,770.91	23,545.30
48	05/29/2025	1,852.13	75.54	1,776.59	21,768.71
49	06/29/2025	1,852.13	69.84	1,782.29	19,986.42
50	07/29/2025	1,852.13	64.12	1,788.01	18,198.41
51	08/29/2025	1,852.13	58.39	1,793.74	16,404.67
52	09/29/2025	1,852.13	52.63	1,799.50	14,605.17
53	10/29/2025	1,852.13	46.86	1,805.27	12,799.90
54	11/29/2025	1,852.13	41.07	1,811.06	10,988.84
55	12/29/2025	1,852.13	35.26	1,816.87	9,171.97
2025 Totals		22,225.56	802.51	21,423.05	
56	01/29/2026	1,852.13	29.43	1,822.70	7,349.27
57	02/28/2026	1,852.13	23.58	1,828.55	5,520.72
58	03/29/2026	1,852.13	17.71	1,834.42	3,686.30
59	04/29/2026	1,852.13	11.83	1,840.30	1,846.00
60	05/29/2026	1,852.13	6.13	1,846.00	0.00
2026 Totals		9,260.65	88.68	9,171.97	
Grand Totals		111,127.80	9,864.60	101,263.20	

Date

Payment

Interest

Principal

Balance

Amounts listed are exclusive of all applicable taxes.

**POWER OF ATTORNEY
LICENSING AND TITLING INFORMATION**



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

The Toronto-Dominion Bank hereby authorizes _____ of _____ to act as agent, representative or attorney in fact for **The Toronto-Dominion Bank** in all matters pertaining to licensing, plating and/or renewal of registration, in the name of:

The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7

as Owner/Lessor of the vehicle described below and being leased from **The Toronto-Dominion Bank** by **BALLO CARRIERS INC.**.

This letter of authorization is not valid for the purpose of selling, mortgaging, transferring, assigning or pledging of, or placing of any liens or encumbrances on the said vehicle, which is owned by **The Toronto-Dominion Bank** or for the purpose of canceling the License Plate, reducing or canceling insurance coverage or increasing insurance deductibles, and is valid and may be acted upon, only in the Province of **Ontario**.

We further confirm that the lease payments made to **The Toronto-Dominion Bank** are subject to **13.00% HST Ontario Sales Tax**.

YEAR	MAKE/MODEL	VIN
2021	Wilson CD - 1080 Flatbed	1W15532A8M6629660
2021	Wilson CD - 1080 Flatbed	1W15532AXM6629661

Vehicle to be plated in the name of: **BALLO CARRIERS INC.**
Lessee: **BALLO CARRIERS INC.**
Address: **3 BELLEVILLE DR
BRAMPTON ON L6P 1V7**

Per: _____
I/We have the authority to bind the Corporation

Name/Title: Nawabhis Buparai / Director

The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7

Per: _____
I have the authority to bind the Corporation

Name/Title: Maria Pham / CSO

Dated: **June 29, 2021**

ON RIN # 154471445
GST/HST # 105255145RT
BC PST # 1002-5676
MB PST # 866216-9
SK PST # 5230883
QST # 1000042923TQ8182
NIR # 47803689



FOR CAD FUNDS ONLY

TD Canada Trust

Info Sheet

How to Set up Direct Deposits or Pre-Authorized Debits

TD CANADA TRUST
100 MAIN STREET
TORONTO, ONTARIO M5X 1C4

Transit No. Inst. No. Account No.

Customer Name

BALLO CARRIERS INC.

Transit No.

0 1 8 4 2

Inst. No.

0 0 4

Account No.

5 2 2 0 1 0 4

You can find your branch address information on your cheques or by using our branch locator tool:
www.tdcanadatrust.com/locator

Direct Deposit

Direct Deposit is the most convenient way to receive recurring deposits (i.e. pay, pension, government payments, annuity, interest, etc.) with immediate access to funds. There are no holds on your funds or a need for special trips to your local branch or ATM to deposit your cheques.

To set up a Direct Deposit with the federal government:

1. Visit www.directdeposit.gc.ca for a Government of Canada Direct Deposit enrolment form and use your account information from the fields above when completing the form.
2. If you do not have a cheque to void, have your local TD Canada Trust branch stamp the enrolment form.
3. Once complete, mail the enrolment form to the address provided.

Note: Additional information may be required on the form such as your Social Insurance Number or date of birth. The form includes a toll free number for support with completing the form.

To set up a Direct Deposit with your employer:

1. Provide your account information from the fields above to the payroll department of your employer or company pension provider.

Pre-Authorized Debit (PAD)

A Pre-Authorized Debit (PAD) is an automatic withdrawal taken directly from your TD Canada Trust account by a company or financial institution that you have authorized to do so. PAD is a great way for you to save time with bill payments (i.e. utilities, credit cards) you pay by mail, at the ATM, in branch or by phone; and may help you avoid late fees.

To set up a PAD:

1. Call or visit the website of the company you wish to set up a Pre-Authorized Debit (PAD) with to obtain a PAD Agreement and use your account information noted from the fields above when completing the Agreement.
2. If the company allows for online form submission on its website, you will need to first register for its website and should follow the instructions provided.

Note: If your billing company accepts Visa Debit in Canada (or Visa internationally) and you have the enhanced TD Access Card, setting up a PAD will be easier than ever! Simply provide them with the card's 16 digit number in place of the account information noted above.



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 2020 Winston Park Drive, Suite 301
 Oakville, ON L6H 6X7
 Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T00006070
SCHEDULE NO. 21012290

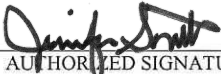


Attached to and forming part of the Master Equipment Lease No. **T00006070** made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and **BALLO CARRIERS INC.** as Lessee dated the 29th day of **June, 2021** (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE				SUPPLIER OF EQUIPMENT			
LESSEE NAME		BALLO CARRIERS INC. ("Lessee")		NAME		2211585 ONTARIO INC. ("Supplier")	
Date of Birth (If Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7				ADDRESS: 13 WHEELER DRIVE, CALEDON ON L7E 4H8			
CONTACT:		TEL: 905-494-1911		SALESPERSON:		TEL: 905-857-3400	
NAWABBIR SINGH BOPARAI		FAX: 416-303-3045				FAX: 905-857-3400	
EQUIPMENT LOCATION (if different from Lessee address above) :							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION			SERIAL NUMBER/VIN	
NEW	2022	FREIGHTLINER FM2 Truck				3AKJHHDR6NSMW4627	
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>	NO. TOTALLING	\$3,129.95		\$406.89	\$3,536.84
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH		DAY		YEAR		MONTH	
July		16 26		2021		August	
						16 26	
						2021	
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English		French	
				<input checked="" type="checkbox"/>		<input type="checkbox"/>	

ADDITIONAL TERMS AND CONDITIONS

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
5. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
6. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR: <u>July 26, 2021</u></p> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By: <u></u> AUTHORIZED SIGNATURE Jennifer L. Smith Manager Business Banking NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: July 14, 2021</p> <p>FULL LEGAL NAME OF LESSEE: <u>BALLO CARRIERS INC.</u></p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>BALLO CARRIERS INC.</p> <p>By: <u></u> AUTHORIZED SIGNATURE NAME/TITLE</p> <p>By: <u></u> AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____ <i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 21012290 to Master Equipment Lease No. T00006070 between BALLO CARRIERS INC. as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff, compensation or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this _____ day of _____, 20 _____

LESSEE:

BALLO CARRIERS INC.

Per: _____

Name/Title: _____

Per: _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
2020 Winston Park Drive, Suite 301
Oakville, ON L6H 6X7
Phone: 905-403-4770 Fax: 905-403-4771

Date: **July 14, 2021**

Bill To: **BALLO CARRIERS INC.**
3 BELLEVILLE DR
BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$3,129.95
HST	\$406.89
Subtotal	\$3,536.84
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$4,384.34



Authorized Signatory

GST/HST# 105255145RT



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

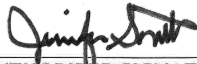
MASTER EQUIPMENT LEASE NO. T00006070
SCHEDULE NO. 21018500

Attached to and forming part of the Master Equipment Lease No. T00006070 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and BALLO CARRIERS INC. as Lessee dated the 29th day of June, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT				
LESSEE NAME		BALLO CARRIERS INC. ("Lessee")		NAME	GLASVAN GREAT DANE SALES INC. ("Supplier")		
Date of Birth (if Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7				ADDRESS: 1201 AIMCO BLVD., MISSISSAUGA ON L4W 1B3			
CONTACT:		TEL: 905-494-1911		SALESPERSON:	TEL: 905-625-8441		
NAWABBIR SINGH BOPARAI		FAX: 416-303-3045			FAX: 905-625-9787		
EQUIPMENT LOCATION (if different from Lessee address above):							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION	SERIAL NUMBER/VIN			
NEW	2019	Great Dane 53' Combo	Tandem Axle Flatdeck c/w attachments & accessories.	1GRDM0629KH102275			
NEW	2022	Great Dane 53' Combo	Tandem Axle Deep Drop Stepdeck c/w attachments & accessories.	1GR4M0622NH328520			
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS NO. TOTALLING	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
60	60	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>		\$2,279.27		\$296.31	\$2,575.58
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:				SUBSEQUENT RENTAL PAYMENT DATE:			
MONTH	DAY	YEAR		MONTH	DAY	YEAR	
October	28	2021		November	28	2021	
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 60 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:				CORRESPONDENCE TO BE IN			
N/A				English	French		
				<input checked="" type="checkbox"/>	<input type="checkbox"/>		

- 1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
- 2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
- 3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
- 4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
- 5. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
- 6. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR: October 29, 2021</p> <hr/> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By:  AUTHORIZED SIGNATURE Jennifer L. Smith Manager Business Banking</p> <hr/> <p>NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: October 25, 2021</p> <p>FULL LEGAL NAME OF LESSEE: BALLO CARRIERS INC.</p> <hr/> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>BALLO CARRIERS INC.</p> <p>By:  AUTHORIZED SIGNATURE</p> <p style="text-align: right;">Name: <u>Nawabbis / Director</u> NAME/TITLE</p> <p>By: _____ AUTHORIZED SIGNATURE NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____ <i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 21018500 to Master Equipment Lease No. T000006070 between **BALLO CARRIERS INC.** as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:


1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff, compensation or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this 26 day of Oct, 20 21

LESSEE:

BALLO CARRIERS INC.

Per: 

Name/Title: Nawab / Director

Per: _____

Name/Title: _____

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21018500 dated 10/25/2021 (the "Agreement") between BALLO CARRIERS INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 4.15% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 25TH day of OCTOBER, 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

Per _____

Name/Title: _____
Jennifer L. Smith
Manager Business Banking

BALLO CARRIERS INC.

Per _____

Name/Title: _____
Nawabhis / Director

Per _____

Name/Title: _____



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
5045 South Service Road, 4th Floor
Burlington, ON L7L 5Y7
Phone: 905-403-4770 Fax: 905-403-4771

Date: October 25, 2021

Bill To: BALLO CARRIERS INC.
3 BELLEVILLE DR
BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$2,279.27
HST	\$296.31
Subtotal	\$2,575.58
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$3,423.08



Authorized Signatory

GST/HST# 105255145RT

SCHEDULE "A"



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 5045 South Service Road, 4th Floor
 Burlington, ON L7L 5Y7
 Phone: 905-403-4770 Fax: 905-403-4771

MASTER EQUIPMENT LEASE NO. T00006070
SCHEDULE NO. 21020460

Attached to and forming part of the Master Equipment Lease No. T00006070 made between TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor and BALLO CARRIERS INC. as Lessee dated the 29th day of June, 2021 (the "Master Lease Agreement").

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon and subject to the terms, conditions and provisions set forth in this Schedule and in the above referenced Master Lease Agreement, the Equipment described or identified in the "Equipment To Be Leased" section below and/or on an appendix attached hereto, if applicable, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (the "Equipment"). Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Lease Agreement. All appendices, if any, attached to this Schedule shall form part of this Schedule.

LEGAL NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT				
LESSEE NAME	BALLO CARRIERS INC. ("Lessee")		NAME	GLASVAN GREAT DANE SALES INC. ("Supplier")			
Date of Birth (If Lessee is an individual)							
ADDRESS: 3 BELLEVILLE DR, BRAMPTON ON L6P 1V7			ADDRESS: 1201 AIMCO BLVD., MISSISSAUGA ON L4W 1B3				
CONTACT:	TEL: 905-494-1911		SALESPERSON:	TEL: 905-625-8441			
NAWABBIR SINGH BOPARAI	FAX: 416-303-3045			FAX: 905-625-9787			
EQUIPMENT LOCATION (if different from Lessee address above) :							
NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES:							
EQUIPMENT TO BE LEASED							
NEW/USED	YEAR	MAKE/MODEL	DESCRIPTION		SERIAL NUMBER/VIN		
USED	2019	GREAT DANE 53' Combo Tandem Flatbed	c/w attachments & accessories including a Verduyn Sliding Tarp Kit.		1GRDM0625KH102273		
TERMS OF PAYMENT (*RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)							
LEASE TERM (NO. OF MONTHS)	NUMBER OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE IN ADVANCE:	PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS	RENTAL PAYMENT, excluding taxes	PROVINCIAL SALES TAX*	GST/HST*	RENTAL PAYMENT, including taxes (the "Rental Payment")
48	48	MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI ANNUAL <input type="checkbox"/>	NO. TOTALLING	\$1,370.26		\$178.13	\$1,548.39
LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:			SUBSEQUENT RENTAL PAYMENT DATE:				
MONTH	DAY	YEAR	MONTH	DAY	YEAR		
November	30	2021	December	30	2021		
PURCHASE OPTION:							
Subject to section 2 of this Schedule, Lessee may elect to purchase the Equipment on the expiry of the 48 th month (the "Purchase Option Date") for the amount of \$250.00 (the "Purchase Option Price").							
ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:			CORRESPONDENCE TO BE IN				
N/A			English	French			
			<input checked="" type="checkbox"/>	<input type="checkbox"/>			

ADDITIONAL TERMS AND CONDITIONS

1. **EXTENSION OF LEASE TERM:** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis for the Equipment described in this Schedule ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease for the Equipment described in this Schedule. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease in respect of the subject Equipment or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
2. **OPTION TO PURCHASE:** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease in respect of this Schedule, and pass title to the Equipment to Lessee upon receipt of payment in full.
3. **AGREEMENT.** This Schedule shall be deemed to take effect and form part of the Lease on the Lease Commencement Date.
4. **MISCELLANEOUS.** Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease; and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of this Schedule. Lessee and Lessor agree to the provisions of this Schedule and, in consideration of those provisions, sign and deliver this Schedule to be effective on the date signed by Lessee and Lessor.
5. **LANGUAGE.** Lessee hereby confirms that it has expressly requested that this Schedule as well as all other documents related hereto, including notices, be drawn up in the English language only; le crédit-preneur confirme sa demande expresse de voir cette annexe de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement.
6. **ATTESTATION.** All information that the Lessee has provided to Lessor is accurate and complete respecting, where applicable: the names of Lessee's directors and the names and addresses of the Lessee's beneficial owners; the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and Lessee's ownership, control and structure of the customer, TD reserves the right at any time to request updated customer information and/or additional supporting information.

<p>DATE OF ACCEPTANCE BY LESSOR: December 9, 2021</p> <hr/> <p>TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor")</p> <p>By:  AUTHORIZED SIGNATURE Jennifer L. Smith Manager Business Banking NAME/TITLE</p>	<p>DATE EXECUTED BY LESSEE: November 26, 2021</p> <p>FULL LEGAL NAME OF LESSEE: BALLO CARRIERS INC.</p> <p>=====</p> <p>THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE</p> <p>BALLO CARRIERS INC.</p> <p>By:  AUTHORIZED SIGNATURE</p> <p>By:  AUTHORIZED SIGNATURE</p> <p>NAME/TITLE</p> <p>NAME/TITLE</p> <p>Individual(s) (if any): _____</p> <p>Full Legal Name(s): _____</p> <p>Witness: _____ <i>(a witness is mandatory for individuals)</i></p> <p>Name/Address of Witness: _____</p>
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APPENDIX 1
Delivery and Acceptance Certificate

TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

RE: Schedule No. 21020460 to Master Equipment Lease No. T00006070 between BALLO CARRIERS INC. as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, as Lessor (the "Lease").

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on in the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff, compensation or abatement and as stipulated in the Lease.

This contract is not entered into on behalf of a Third Party or intended to be used by a Third Party.

Dated this _____ day of _____, 20_____

LESSEE:

BALLO CARRIERS INC.

Per: _____

Name/Title: _____

Per: _____

Name/Title: _____

Nawabhis Bepari / Director

Payment Adjustment Addendum – COF Changes

This Payment Adjustment Addendum is attached to and forms part of Agreement #21020460 dated 11/26/2021 (the "Agreement") between BALLO CARRIERS INC. (the "Customer") and TD Equipment Finance Canada, a division of The Toronto Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

The Customer acknowledges and agrees that the periodic rent or loan payments set out in the Agreement are estimates only, based upon the anticipated interest rate of 5.15% (the "Contract Rate"), which is the rate of interest based upon TDEF's cost of funds ("COF Rate") as of the date of the calculation and preparation of the Agreement.

The Customer acknowledges that the actual COF Rate interest rate on the date on which TDEF pays for such equipment or makes an advance in the case of a loan, may differ from the above rate which will affect the Contract Rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in the Contract Rate as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the COF Rate.

TDEF will provide notice to the Customer of any such change to the required periodic rent or loan payment under the Agreement.

Agreed and acknowledged this 26TH day of NOVEMBER, 2021.

TD EQUIPMENT FINANCE CANADA,
A division of The Toronto-Dominion Bank

Per _____

Name/Title: _____
Jennifer L Smith
Manager Business Banking

BALLO CARRIERS INC.

Per _____

Name/Title: _____
Nawabbis Bapasai / Director

Per _____

Name/Title: _____



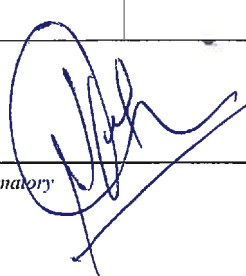
TD Equipment Finance Canada, a division of The Toronto-Dominion Bank
 5045 South Service Road, 4th Floor
 Burlington, ON L7L 5Y7
 Phone: 905-403-4770 Fax: 905-403-4771

Date: November 26, 2021

Bill To: BALLO CARRIERS INC.
 3 BELLEVILLE DR
 BRAMPTON ON L6P 1V7

DESCRIPTION	AMOUNT
First Payment	\$1,370.26
HST	\$178.13
Subtotal	\$1,548.39
Admin Fee	\$750.00
HST	\$97.50
Subtotal	\$847.50
Total Due	\$2,395.89

Authorized Signatory



GST/HST# 105255145RT

This is **Exhibit "F"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

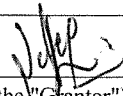
General Security Agreement



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 4499 Highway 7 at Pine Valley Drive, 2nd Floor, Vaughan, ON L4L 9A9

Granted By: Ballo Carriers Inc.


(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book 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 the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. **Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. **Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. **Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor 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 the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor 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, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. **Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
 - (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
 - (d) The Bank will give the Grantor 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 PPSA.
 - (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license 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.
 - (f) The Grantor authorizes the Bank 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 any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank 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. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" 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) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations 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 of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 29 day of MARCH, 2021.

BALLO CARRIERS INC.

Per: *[Signature]*
(authorized signature)

Per: _____
(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

[Signature]
Witness as to execution

Manraj S. Mann
Barrister, Solicitor & Notary Public
218 Export Blvd - Suite 307
Mississauga, Ontario
T: 905-956-7700
F: 647-557-8748

SCHEDULE "A"
DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
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LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):
 3 Belleville Drive, Brampton, ON L6P 1V7

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The President and the _____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of Ballo Carriers Inc.

on the 29 day of MARCH, 2021 and that the said Resolution is now in full force and effect.



 Secretary

C/S

This is **Exhibit "G"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.

A handwritten signature in blue ink, appearing to read "Carolin", written over a dotted line.

.....
A Commissioner for Taking Affidavits

General Security Agreement



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: Branch #1890, 4499 Highway 7 & Pine Valley Dr, Woodbridge, Ontario, L4L 9A9

Granted By: 1000228842 Ontario Inc.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"*Branch of the Bank*" means the branch of the Bank located at the address specified above.

"*Business Day*" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"*Control Agreement*" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"*Person*" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book 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 the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. **Survival of Representations and Warranties and Covenants**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. **Performance of Covenants by The Bank**

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. **Securities, Investment Property**

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor 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 the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor 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, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. **Dealing with Security Interest**

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
 - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor 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 PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license 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.
- (f) The Grantor authorizes the Bank 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 any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank 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. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" 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) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations 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 of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 21st day of February, 2023

1000228842 ONTARIO INC.

Per: [Signature]
(authorized signature)

Per: _____
(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Manraj S. Mann
Barrister, Solicitor & Notary Public
218 Export Blvd - Suite 608
Mississauga, Ontario
T: 905-956-7700
F: 647-657-8748

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER
----------	-------------	---------------

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

3 Belleville Drive, Brampton, ON

Unit 17 - 2131 Williams Parkway, Brampton, ON

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The President and the _____ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of 1000228842 Ontario Inc.

on the 21st day of February, 2023 and that the said Resolution is now in full force and effect.

Secretary



C/S

This is **Exhibit "H"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

Properties

PIN 19416 - 0017 LT *Interest/Estate* Fee Simple
Description UNIT 17, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 416 ; PT BLK 1 PL 43M561, PTS 2
 & 5 43R14449, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION
 LT1167318 ; BRAMPTON
Address 17 UNIT
 2131 WILLIAMS PKY
 BRAMPTON

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000228842 ONTARIO INC.
Address for Service 3 Belleville Drive
 Brampton, ON
 L6P 1V7

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name THE TORONTO-DOMINION BANK
Address for Service Branch #1890
 4499 Highway 7 & Pine Valley Dr,
 Woodbridge, Ontario
 L4L 9A9

Statements

Schedule: See Schedules

Provisions

Principal \$750,000.00 *Currency* CDN
Calculation Period See Schedule
Balance Due Date ON DEMAND
Interest Rate See Schedule
Payments
Interest Adjustment Date
Payment Date ON DEMAND
First Payment Date
Last Payment Date
Standard Charge Terms 8520
Insurance Amount Full insurable value
Guarantor

Signed By

Stephanie Anne Marie Harvey One Main Street West acting for Signed 2023 02 22
 Hamilton
 L8P 4Z5
 Chargor(s)

Tel 905-540-8208

Fax 905-523-2518

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

Submitted By

G-WLG LP (A.K.A. GOWLINGS) One Main Street West 2023 02 22
 Hamilton
 L8P 4Z5

Tel 905-540-8208

Fax 905-523-2518

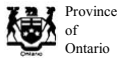
The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

File Number

Chargee Client File Number : H234360



Schedule 1

Form 5 - Land Registration Reform Act, 1984

S83

Page 2 of _____

Additional Property Identifier(s) and/or Other Information

This is a Schedule to a Charge made between 1000228842 Ontario Inc.

and THE TORONTO-DOMINION BANK.

Box (9)(b) The Chargor hereby agrees to pay interest on the Principal Amount at the following Interest Rate:

- the Bank's Prime Rate plus 5 % per annum. "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

Box (9)(c) Interest at the Interest Rate aforesaid is calculated and payable monthly, not in advance, before and after demand, default and judgment. Interest is payable on overdue interest and on Indebtedness payable under this Charge at the aforesaid Interest Rate. Any payment appropriated as a permanent reduction of this Charge shall be first applied against interest accrued hereunder.

FOR OFFICE
USE ONLY

Standard Charge Terms
Filing No. 8520
Land Registration Reform Act, 1984

This set of **STANDARD CHARGE TERMS** shall be deemed to be included in every Charge in which the set is referred to by its filing number, as provided in section 9 of the above Act.

1. Definitions

In this set of Standard Charge Terms:

- (a) **Bank** means The Toronto-Dominion Bank.
- (b) **Charge** means this Charge/Mortgage of Land made pursuant to the Land Registration Reform Act, 1984 and any amendments thereto, to which the Chargor and the Chargee are parties and which is dated as of the Date of Signature of the first named Chargor who signs the Charge.
- (c) **Chargee** means the Bank.
- (d) **Chargor** means each Chargor described in this Charge.
- (e) **Costs** means the fees, costs, charges and expenses of the Bank of and incidental to:
 - (i) the preparation, execution and registration of the Charge and any other instruments connected herewith;
 - (ii) the collection, enforcement, realization of the security herein contained;
 - (iii) procuring payment of the Indebtedness due and payable hereunder, including foreclosure, power of sale or execution proceedings commenced by the Bank or any other party;
 - (iv) any inspection required to be made of the Property;
 - (v) all necessary repairs required to be made to the Property;
 - (vi) the Bank's having to go into possession of the Property and secure, complete and equip the building or buildings in any way in connection therewith;
 - (vii) the Bank's renewal of any leasehold interest;
 - (viii) the exercise of any of the powers of a receiver contained herein; and
 - (ix) all solicitor's costs, costs and expenses of any necessary examination of the title to and of valuation of the Property.

Costs shall:

 - (i) extend to and include legal costs incurred by the Bank as between solicitor and his own client;
 - (ii) be payable forthwith by the Chargor; and
 - (iii) be a charge on the Property.
- (f) **Fixtures** include, but are not limited to, furnaces, boilers, oil burners, stokers, water heaters, electric light fixtures, screen and storm doors and windows, air conditioning, plumbing, cooling and heating equipment and all apparatus and equipment appurtenant to the Property.
- (g) **Indebtedness** means all monies and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Chargor, as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Chargor or from other dealings or proceedings by which the Bank may become a creditor of the Chargor including, without limitation, advances upon overdrawn accounts or upon bills of exchange, promissory notes or other obligations discounted for the Chargor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Chargor and all interest, damages and Costs, and all premiums of insurance upon the buildings, Fixtures and improvements now or hereafter brought or erected upon the said Property which may be paid by the Bank and Taxes.
- (h) **Interest Rate** means the Interest Rate set out in Schedule 1 to this Charge.
- (i) **Principal Amount** means the Principal Amount in lawful money of Canada set out in this Charge.
- (j) **Property** means the property identified in this Charge by the Property Identifier(s) and described in the Description therein and in a Schedule to this Charge, if required, and includes all buildings, Fixtures and improvements now or hereafter brought or erected thereon.

- (k) **Spouse of Chargor** means each Spouse of Chargor described in this Charge.
- (l) **Taxes** means all taxes, rates and assessments, municipal, local, parliamentary or otherwise.

If the Property is a condominium unit, the following definitions apply:

- (m) **Condominium Corporation** means the Condominium Corporation which was created by the registration of the Declaration and the description relating thereto of which the Property hereby charged constitutes a part.
- (n) **Common Expenses** means the expenses of the performance of the objects and duties of the Condominium Corporation and any expenses specified as common expenses in the Condominium Act (Ontario), as amended from time to time or in the Declaration.
- (o) **Declaration** means the Declaration which, together with a description, was registered pursuant to the Condominium Act, to create the Condominium Corporation.

2. Charge of Property

The Chargor has, at the request of the Bank, agreed to give this Charge as a CONTINUING COLLATERAL SECURITY for payment to the Bank ON DEMAND of the Indebtedness, provided that such security be limited to the Principal Amount plus Costs with interest thereon at the Interest Rate. Interest at the Interest Rate is calculated and payable monthly, not in advance, before and after demand, default and judgment, with interest on overdue interest and on all other amounts charged to the Chargor hereunder at the Interest Rate. The Chargor,

- (a) if the Property is a freehold property, hereby charges the Property to the Bank; or
- (b) if the Property is a leasehold interest, hereby charges and subleases the Property to the Bank for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Chargor in the lease;

to secure the repayment of the Indebtedness and the performance of all of the obligations of the Chargor contained herein. The Chargor hereby releases to the Bank all its claims upon the Property until the Chargor has repaid the Indebtedness and performed all of the obligations of the Chargor in the manner provided by this Charge.

3. Covenants of the Chargor

The Chargor hereby covenants with the Bank that:

- (a) The Chargor will ON DEMAND pay the Indebtedness and observe all provisos, conditions and agreements contained herein;
- (b) The Chargor has a good title in fee simple to the Property (unless the Chargor is a lessee of the Property), save and except prior registered encumbrances;
- (c) The Chargor has the right to charge the Property to the Bank;
- (d) On default, the Bank shall have quiet possession of the Property, free from all encumbrances, save as aforesaid;
- (e) Covenant 1.vii, deemed to be included in this Charge by subsection 7(1) of the Land Registration Reform Act, 1984 is hereby expressly varied by providing that the Chargor will, before or after default, execute such further assurances of the Property and do such other acts, at the Chargor's expense, as may be reasonably required;
- (f) The Chargor will insure the Property to an amount of not less than the Principal Amount PROVIDED that if and whenever such amount be greater than the insurable value of the buildings, Fixtures and improvements now or hereafter brought or erected upon the Property, such insurance shall not be required in any greater amount than such insurable value and if and whenever the same shall be less than the insurable value the Bank may require such insurance to the full replacement value. It is further agreed that the Bank may require any insurance hereunder to be cancelled and new insurance effected by an insurer to be approved by it and also may of its own accord effect or maintain any insurance herein provided for and any amount paid by the Bank therefor shall be payable forthwith to the Bank with interest at the Interest Rate by the Chargor and shall be a charge upon the Property;
- (g) The Chargor will in each year within ten (10) days after the Taxes become due and payable produce to and leave with the Bank the duly receipted tax bills for that year covering the Property;
- (h) This Charge shall be void UPON REPAYMENT of the Indebtedness upon demand; or without demand, UPON PERMANENT REPAYMENT of the Indebtedness, with written notice to such effect to the Bank. The Chargor releases to the Bank all the Chargor's claims upon the Property subject to this paragraph; and
- (i) The Chargor agrees to assign to the Bank forthwith upon the request of the Bank as additional security for payment of the Indebtedness and the performance of the covenants herein contained, any present or future lease which may be granted by the Chargor as to the whole or any portion of the Property and agrees to deliver to the Bank executed copies of all such leases at the written request of the Bank. The Chargor covenants to perform and comply with all lessor's covenants contained in any leases assigned by the Chargor to the Bank. Notwithstanding the assignment or assignments of any lease or leases by the Chargor to the Bank, it is nevertheless declared and agreed that none of the rights or remedies of the Bank under this Charge shall be delayed or in any way hindered or prejudiced by such assignment or assignments or by any act of the Bank pursuant thereto.

4. Additional Covenants if Property is a Leasehold Interest

The Chargor covenants with the Bank that:

- (a) The Chargor has a good leasehold title to the Property;
- (b) The Chargor has a right to charge and sublet the leasehold title to the Property to the Bank in the manner herein provided, and, if required, has obtained the lessor's consent to this Charge;
- (c) Neither the Chargor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof;
- (d) The lease is a good, valid and subsisting lease and not surrendered, forfeited, amended or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Chargor up to the Date of Signature of the Chargor;
- (e) During the continuance of this Charge, the Chargor will not amend, surrender or modify the lease without the written consent of the Bank and will pay the rent reserved by the lease and perform and observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Bank indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto; and
- (f) The Chargor will stand possessed of the Property for the last day of the term or any renewal term granted by the lease in trust for the Bank, and will assign and dispose thereof as the Bank may direct, but subject to the same right of redemption and other rights as are hereby given to the Chargor with respect to the derivative term hereby granted.

5. Repair and Maintenance of Property

The Chargor covenants with the Bank that the Chargor will keep the Property in good condition and repair. The Bank may, whenever it deems it necessary, by its agent enter upon and inspect the Property and the Chargor shall pay the Costs associated therewith. If the Chargor or anyone claiming under him neglects to keep the Property in good condition and repair or commits any act of waste on the Property or does anything by which the value of the Property shall be diminished, as to all of which the Bank shall be sole judge, or makes default as to any of the covenants or provisos herein contained, the Indebtedness shall, at the option of the Bank, forthwith become due and payable. In default of payment thereof the powers of entering upon and leasing or selling hereby given may be exercised forthwith, and the Bank may make such repairs as it deems necessary and the Costs thereof shall be paid by the Chargor.

6. Obligation to Build Diligently

The Chargor covenants with the Bank that if the Chargor fails at any time for a period of ten days to diligently carry on the work of construction of any building or buildings being or to be erected on the Property or, without the consent in writing of the Bank, departs in such construction from any plans and specifications thereof which must be approved by the Bank or from the generally accepted standards of construction in the locality of the Property, or permits any construction or other lien to be registered against the Property for any period exceeding thirty days, the Bank at its option at any time thereafter through its agents or contractors may enter the Property and have exclusive possession thereof and of all materials, plant, gear and equipment thereon free of interference from or by the Chargor and complete the construction of the building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Bank in its absolute discretion shall elect. All Costs in connection therewith shall be payable by the Chargor.

7. Remedies on Default of Chargor

It is hereby provided that:

(a) Power to Lease or Sell Property

The Bank on default of payment of the Indebtedness or any portion thereof for the minimum default period on giving the minimum notice, according to applicable law, may enter on, lease or sell the Property. Provided further that on default of payment for the minimum default period, according to applicable law, the foregoing power of entry, leasing and selling may be exercised by the Bank without any notice whatsoever.

(b) Rights of Bank in Sale of Property

- (i) The Bank in the event of default by the Chargor in payment of the Indebtedness or any portion thereof may sell the Property or any part thereof or, if the Property is a leasehold interest, sell the unexpired term of years demised by the lease or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper, and in the event of any sale on credit or for cash or for part cash and part credit, the Bank shall not be accountable for or be charged with any monies until actually received by it. The Bank may rescind or vary any contract or sale and may buy in and re-sell the Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder, but the Bank alone shall be responsible. The Bank may sell without entering into actual possession of the Property and while in possession shall be accountable only for monies which are actually received by it and sales may be made by it from time to time of parts of the Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Property, or may take proceedings to sell and may sell the Property or any portion of the Property subject to the balance of the Indebtedness not yet due at the time of the said sale.

- (ii) Disposition of Leasehold Property - If the Property is a leasehold interest, the Chargor hereby irrevocably appoints the Bank as the Chargor's substitute to be the Chargor's attorney during the continuance of this security. In the event of default and on giving the notice contemplated herein to the Chargor for and on behalf of the Chargor, the Bank may assign the lease and convey the Property and the last day of the term granted by the lease as the Bank shall at any time direct, and in particular, upon any sale made by the Bank under the statutory power or power of sale herein contained, to assign the lease and convey the Property and the said reversion to the purchaser. It is hereby declared that the Bank or other person for the time being entitled to the Indebtedness may at any time, by deed, remove the Chargor or any other person from being a trustee of the lease under the declaration of trust hereinbefore declared and on the removal of the Chargor or any future trustee of the lease, appoint a new trustee or trustees in the Chargor's place.
- (iii) If the Property is a leasehold interest, the Chargor will, with respect to the lease, at the request of the Bank, but at the cost, charge and expense of the Chargor, grant and assign unto the Bank, or the person whom it may appoint, the last day of the said term hereinbefore excepted or any renewal or substituted term; and further, in the event of the Bank making any sale under the power of sale herein contained the Chargor shall stand seized and possessed of the Property for the last day of the said term hereinbefore excepted, and of any renewal or substituted term, and of all rights of renewal in trust for the purchaser or purchasers, his or their heirs, executors, administrators, successors and assigns.

(c) **Costs of Sale of Property**

The Costs of any sale proceedings hereunder, whether such sale proves abortive or not, incurred in taking, recovering or keeping possession of the Property or in enforcing the personal remedies under this Charge or by reason of non-payment or in procuring payment of the Indebtedness shall be payable by the Chargor whether any action or proceeding has commenced or not.

8. Appointment of Receiver

If the Chargor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Chargor to the Bank then the Bank may in writing, appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this Charge includes a receiver and manager. The following provisions shall apply to this paragraph:

- (a) The receiver so appointed is conclusively the agent of the Chargor and the Chargor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be responsible in any way for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected;
- (b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such;
- (c) All monies received by the receiver, after providing for payment and charges ranking prior to this Charge and for all applicable Costs shall be applied in or towards satisfaction of the remaining Indebtedness;
- (d) The receiver so appointed shall have power to:
 - (i) take possession of the Property, collect rents and profits and realize upon additional or collateral security granted by the Chargor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Chargor or otherwise;
 - (ii) carry on or concur in carrying on the business which the Chargor is conducting on and from the Property and for that purpose may borrow money on the security of the Property in priority to this Charge; and
 - (iii) lease all or any portion of the Property and for this purpose execute contracts in the name of the Chargor which said contracts shall be binding upon the Chargor;
- (e) The rights and powers conferred herein are supplemental to and not in substitution for any rights which the Bank may have from time to time.

9. Taking Possession of Personal Property

The Bank may distrain for arrears of any portion of the Indebtedness. The Chargor hereby waives the right to claim exemption and agrees that the Bank shall not be limited to the amount for which it may distrain.

10. Quiet Possession

Until default of payment the Chargor shall have quiet possession of the Property.

11. Release of Property by Bank

It is hereby agreed by the Chargor that the Bank may at its discretion at all times release any part or parts of the Property or any other security or any surety for the Indebtedness or any portion thereof either with or without any sufficient consideration therefor, without responsibility therefor and without thereby releasing any other part of the Property or any person from this Charge or from any of the covenants herein contained and without being accountable to the Chargor for the value thereof or for any money except that actually received by the Bank, it being expressly agreed that every part or lot into which the Property is or may hereafter be divided does and shall stand charged with the whole of the Indebtedness.

No extension of time given by the Bank to the Chargor, or any one claiming under the Chargor or any other dealing by the Bank with the owner or owners of the Property or of any part thereof shall in any way affect or prejudice the rights of the Bank against the Chargor or any other person liable for the payment of the Indebtedness or any portion thereof.

12. Payment of Other Charges and Performance of Other Obligations by Bank

The Chargor hereby agrees that:

- (a) The Bank may satisfy any charge now or hereafter existing or to arise or be claimed upon the Property and the amount so paid shall be added to the Indebtedness and bear interest at the Interest Rate and shall be payable forthwith by the Chargor to the Bank and in default of payment, the Indebtedness shall become payable and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Bank satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge or cessation of charge unregistered until paid; and
- (b) If the Property is a leasehold interest, and if the Chargor shall refuse or neglect to renew the lease or any renewals thereof granted hereafter, then, and as often as it shall happen, the Bank may, effect such renewals in its own name or otherwise, and every renewal of the lease and the Property thereby demised shall remain and be security to the Bank for the Indebtedness. All Costs in connection therewith shall be payable by the Chargor.

13. Sale or Transfer of Property by Chargor

The Chargor covenants and agrees with the Bank that:

- (a) The Chargor will not without the prior consent in writing of the Bank, sell, transfer or otherwise dispose of the Property or any portion thereof or any interest therein; and, in the event of such sale, transfer or other disposition, without the consent of the Bank, the Indebtedness hereby secured shall, at the option of the Bank, forthwith become due and payable; and
- (b) If the Property is a leasehold interest, no sale or other dealing by the Chargor with the lease or the Property or any part thereof or any other dealing by the Bank with the lease or the Property or any part thereof, shall in any way affect or prejudice the rights of the Bank against the Chargor or any other person liable to repay the Indebtedness hereby secured.

14. Charge Not a Substitute For Any Other Security

It is hereby expressly agreed by the Chargor that this Charge shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Bank, whether from the Chargor or any other party or parties whomsoever and this Charge shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever.

15. Judgments

The taking of a judgment or judgments against the Chargor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's rights to interest on the Indebtedness at the Interest Rate, and further that any such judgment may provide that interest thereon shall be computed at the Interest Rate until such judgment shall have been fully paid and satisfied.

16. Bank May Appropriate Payments to Any Debt

It is hereby agreed that the Bank shall have the right at any time to appropriate any payment made as a temporary or permanent reduction of any portion of the Indebtedness whether the same be represented by open account, overdraft or by any bills, notes or other instruments and whether then due or to become due and may from time to time revoke or alter such appropriation and appropriate such payment as a temporary or permanent reduction of any other portion of the Indebtedness as in its sole and uncontrolled discretion it may see fit.

17. Charge Continuing Security

It is hereby agreed that this Charge may secure a current or running account and shall stand as a continuing security to the Bank for the payment of the Indebtedness and all interest, damages and Costs which may become due or payable to the Bank notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the bills, notes or other obligations now or hereafter representing the same or any portion thereof or in the names of the parties to the said bills, notes or obligations or any of them.

18. Additional Covenants if Property is a Condominium Unit

The Chargor covenants with the Bank that:

- (a) The Chargor will promptly observe and perform all obligations imposed on the Chargor by the Condominium Act as enacted from time to time, and by the Declaration, the By-laws and the Rules, as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Property. Any breach of the said duties and obligations shall constitute a breach of covenant under this Charge;
- (b) Without in any way limiting or restricting the generality of the foregoing:
 - (i) The Chargor will pay promptly when due any contributions to Common Expenses required of the Chargor as an owner of the Property;
 - (ii) The Chargor will transmit to the Bank forthwith upon the demand of the Bank satisfactory proof that all Common Expenses assessed against or in respect of the said Property have been paid as assessed;
 - (iii) The Bank may put out of and deduct from any advance of the Principal Amount secured hereunder all contributions to the Common Expenses assessed against or in respect of the said Property which have become due and payable and are unpaid at the date of such advance; and
 - (iv) Whenever and so long as the Bank so requires the Chargor shall on or before the date when any sum becomes payable by the Chargor in respect of Common Expenses pay such sum to the Bank. The Bank shall forthwith on receipt thereof remit all such sums to the Condominium Corporation on behalf of the Chargor or as the Condominium Corporation may from time to time direct;
- (c) The Bank by accepting delivery of and registering this Charge authorizes and empowers the Chargor to vote or consent or not to consent respecting all matters relating to the affairs of the relevant Condominium Corporation provided that:
 - (i) The Bank may at any time upon written notice to the Chargor and the Condominium Corporation revoke this authorization;
 - (ii) The Bank shall not be under any obligation to vote or consent or not to consent as aforesaid to protect the interest of the Chargor; and
 - (iii) The exercise by the Bank of its right to vote or consent or not to consent as aforesaid shall not constitute the Bank a mortgagee in possession.

19. Assignment of Rents

The Chargor hereby agrees with the Bank as follows:

- (a) The Chargor hereby assigns and sets over to the Bank all rents payable from time to time under all leases of the Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Bank;
- (b) Forthwith after making any lease of the Property or any part thereof the Chargor will execute and deliver to the Bank an assignment in registrable form in the Bank's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Bank all such notices and other documents as may be required in order to render such assignment effectual in law;
- (c) Nothing herein contained shall make the Bank responsible for the collection of rents payable under any lease of the Property or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;
- (d) The Bank shall not by virtue of these presents be deemed a mortgagee in possession of the Property;
- (e) The Bank shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness; and
- (f) Notwithstanding anything herein contained no lease of the Property or any part thereof made by the Chargor without the consent in writing of the Bank shall have priority over this Charge.

20. Interpretation and Headings

It is hereby agreed that wherever in this Charge the word "Chargor" is used the same shall extend to and include the heirs, executors, administrators, successors and assigns of the Chargor, and wherever in this Charge the word "Bank" is used the same shall extend to and include the successors and assigns of the Bank and wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this document and have been inserted for convenience of reference only.

21. Condominium Act

If the Property is a condominium unit, this Charge is made pursuant to the Condominium Act.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 19416 - 0017 LT
Description UNIT 17, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 416 ; PT BLK 1 PL 43M561, PTS 2 & 5 43R14449, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1167318 ; BRAMPTON
Address 17 UNIT
 2131 WILLIAMS PKY
 BRAMPTON

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 1000228842 ONTARIO INC.
Address for Service 3 Belleville Drive
 Brampton, ON
 L6P 1V7

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

<i>Name</i>	THE TORONTO-DOMINION BANK
<i>Address for Service</i>	Branch #1890 4499 Highway 7 & Pine Valley Dr. Woodbridge, Ontario L4L 9A9

Statements

The applicant applies for the entry of a notice of general assignment of rents.
 This notice may be deleted by the Land Registrar when the registered instrument, PR4173363 registered on 2023/02/22 to which this notice relates is deleted
 Schedule: See Schedules

Signed By

Stephanie Anne Marie Harvey	One Main Street West Hamilton L8P 4Z5	acting for Applicant(s)	Signed	2023 02 22
-----------------------------	---	----------------------------	--------	------------

Tel 905-540-8208
 Fax 905-523-2518

I have the authority to sign and register the document on behalf of all parties to the document.

Stephanie Anne Marie Harvey	One Main Street West Hamilton L8P 4Z5	acting for Party To(s)	Signed	2023 02 22
-----------------------------	---	---------------------------	--------	------------

Tel 905-540-8208
 Fax 905-523-2518

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton L8P 4Z5			2023 02 22
----------------------------	---	--	--	------------

Tel 905-540-8208
 Fax 905-523-2518

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

The applicant(s) hereby applies to the Land Registrar.

File Number

Party To Client File Number : H234360



TD Canada Trust General Assignment of Rents & Leases

This agreement and assignment is made as of the 21 day of February, 2023

BETWEEN:

1000228842 Ontario Inc.
a corporation incorporated under the laws of Ontario, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,

- (a) "**Lands**" means the lands and premises described in Schedule A attached to this agreement and assignment.
- (b) "**Leases**" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;
- (c) "**Mortgage**" means a registered charge/mortgage of the Lands, in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on February 21, 2023 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
- (d) "**Obligations**" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
- (e) "**Rents**" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
- (f) "**Tenant**" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:

- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
- (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

The Assignor hereby represents to, and covenants and agrees with, the Assignee that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
- (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
- (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
- (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
- (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
- (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security


This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor. This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.

Per: 

Name: Bhupinderjot Boparai Office: President

Per: _____

Name: _____ Office: _____

Schedule A
Legal Description of Lands

PIN: 19416-0017 (LT)

LEGAL DESCRIPTION: UNIT 17, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 416 ; PT BLK 1 PL 43M561, PTS 2 & 5
43R14449, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1167318 ;
BRAMPTON

MUNICIPAL ADDRESS: Unit 17 - 2131 Williams Parkway, Brampton, ON

This is **Exhibit "I"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



This **Guarantee** is made as of the 21st day of February, 2023.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of Ballo Carriers Inc. (the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constituting documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: Nawabbir Singh Boparai

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)



I HEREBY CERTIFY THAT:

1. _____
the guarantor in the guarantee dated _____
made between _____

_____ and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____
Barrister and Solicitor at the _____

_____ of _____
in the Province of Alberta, this _____ day of _____, 20 _____.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN
AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

This is **Exhibit "J"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



This **Guarantee** is made as of the 29 day of MARCH, 2021.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of Ballo Carriers Inc.
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: B. Boparai

Print name: Bhupinderjot Singh Boparai

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

This is **Exhibit "K"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



This **Guarantee** is made as of the 21st day of February, 2023.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of

1000228842 Ontario Inc.

(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.


Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor:  _____

Print name: Nawabbir Singh Boparai

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)



I HEREBY CERTIFY THAT:

1. _____,
 the guarantor in the guarantee dated _____
 made between _____

 and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that
 he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____,
 Barrister and Solicitor at the _____ of _____,
 in the Province of Alberta, this _____ day of _____, 20____.

 Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

 Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN

AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

This is **Exhibit "L"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits


**TD Bank Group
Guarantee**

This Guarantee is made as of the 21st day of February, 2023.

Whereas the undersigned (each hereinafter referred to as the "Guarantor") has agreed to provide The Toronto-Dominion Bank (hereinafter referred to as the "Bank") with a guarantee of the Obligations (as hereinafter defined) of

1000228842 Ontario Inc.
(the "Customer");

And whereas the Guarantor has agreed that if the guarantee herein is not enforceable, the Guarantor will indemnify the Bank or be liable as primary obligor.

NOW THEREFORE, in consideration of the Bank dealing with the Customer now or in the future and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Bank as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount.

3. Indemnity/Primary Obligation

If (i) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 for any reason, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Bank from and against all losses resulting from the failure of the Customer to pay such Obligations, and (ii) any Obligations are not duly paid by the Customer and are not recoverable under Section 1 or the Bank is not indemnified under clause (i) above of this Section 3, for any reason, such Obligations will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obligor.

The liabilities of the Guarantor under Section 1 and each of clauses (i) and (ii) of this Section 3 are separate and distinct from each other, but the provisions of this Agreement shall apply to each of such liabilities unless the context otherwise requires.

4. Nature of Guarantor's Liability

The liability of the Guarantor under this Guarantee is continuing, absolute and unconditional and will not be affected by any act, omission, event or circumstance that might constitute a legal or equitable defence (any and all such legal and equitable defences are hereby expressly waived by the Guarantor) to or a discharge, limitation or reduction of the liability of the Guarantor hereunder, other than as a result of the indefeasible payment in full of the Obligations, including:

- (a) the unenforceability of any of the Obligations for any reason, including as a result of the act of any governmental authority;

- (b) any irregularity, fraud, illegality, defect or lack of authority or formality in incurring the Obligations, notwithstanding any inquiry that may or may not have been made by the Bank;
- (c) failure of the Bank to comply with or perform any agreements relating to the Obligations;
- (d) any discontinuance, renewal, extension, increase or reduction in the amount, or any other variance of any loans or credits now or hereafter made available to the Customer by the Bank or guaranteed by the Customer to the Bank or any other change to any of the terms or conditions of any of the Obligations (including, without limitation, respecting rates of interest, fees or charges, maturity dates), or any waiver by the Bank respecting any of the Obligations;
- (e) the taking of or the failure by the Bank to take a guarantee from any other person;
- (f) any release, compromise, settlement or any other dealing with any person, including any other Guarantor;
- (g) the reorganization of the Customer or its business (whether by amalgamation, merger, transfer, sale or otherwise); and in the case of an amalgamation or merger, the liability of the Guarantor shall apply to the Obligations of the resulting or continuing entity and the term "Customer" shall include such resulting or continuing entity;
- (h) the current financial condition of the Customer and any change in the Customer's financial condition;
- (i) any change in control or ownership of the Customer, or if the Customer is a general or limited partnership, any change in the membership of that partnership or other entity;
- (j) any change in the name, articles or other constating documents of the Customer, or its objects, business or capital structure;
- (k) the bankruptcy, winding-up, dissolution, liquidation or insolvency of the Customer or any proceedings being taken by or against the Customer with respect thereto, and any stay of or moratorium on proceedings by the Bank against the Customer as a result thereof;
- (l) a breach of any duty of the Bank (whether fiduciary or in negligence or otherwise) and whether owed to the Guarantor, the Customer or any other person;
- (m) any lack or limitation of power, capacity or legal status of the Customer, or, if the Customer is an individual, the death of the Customer;
- (n) the Customer's account being closed or the Bank ceasing to deal with the Customer;
- (o) any taking or failure to take any security by the Bank, any loss of or diminution in value of any security, the invalidity, unenforceability, subordination, postponement, release, discharge or substitution, in whole or in part, of any security, or the failure to perfect or maintain perfection or enforce any security; or
- (p) any failure or delay by the Bank in exercising any right or remedy respecting the Obligations or under any security or guarantee.

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Bank as a result of the occurrence of any action or event, including the insolvency, bankruptcy or reorganization of the Customer or the Guarantor, all as though such payment had not been made.

6. Demand for Payment

The Guarantor shall make payment to the Bank under this Guarantee immediately upon receipt of a written demand for payment from the Bank. If any Obligation is not paid by the Customer when due, the Bank may treat all Obligations as due and payable by the Customer and may demand immediate payment under this Guarantee of all or some of the Obligations whether such other Obligations would otherwise be due and payable by the Customer at such time or whether or not any demands, steps or proceedings have been made or taken by the Bank against the Customer or any other person respecting all or any of the Obligations. If any stay of or moratorium on proceedings by the Bank against the Customer is imposed in respect of any Obligation, the Bank may nevertheless demand immediate payment of such Obligation from the Guarantor as if such Obligation was due and payable by the Customer.

7. Interest

If the Guarantor does not make immediate payment in full of the Obligations when demand for payment has been made by the Bank, the Guarantor shall pay interest on any unpaid amount to the Bank at the highest rate of interest per annum that is charged on any Obligations for which payment has been demanded hereunder and which remain unpaid.

8. State of Account

The records of the Bank in respect of the Obligations will be prima facie evidence of the balance of the amount of the Obligations that are due and payable by the Customer to the Bank.

9. Application of Moneys Received

The Bank may, without notice and demand of any kind and at any time, apply any money received from the Guarantor, the Customer or any other person (including arising from any security that the Bank may from time to time hold) or any balance in any account of the Guarantor held at the Bank or any of the Bank's affiliates, to such part of the Obligations, whether due or to become due, as the Bank in its sole and absolute discretion considers appropriate, or may, in its sole and absolute discretion, refrain from applying any such money. The Bank may also revoke and alter any such application in whole or in part. If any amount that is to be applied is in a currency other than the currency of the Obligation to which such amount is to be applied, then the amount that is applied shall be converted from one currency to another using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

10. No Set-off or Counterclaim

The Guarantor will make all payments required to be made under this Guarantee without claiming or asserting any right of setoff or counterclaim that the Guarantor has or may have against the Customer or the Bank, all of which rights the Guarantor waives.

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

12. No Representations

There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Bank will not be bound by any representations or promises made by Customer to the Guarantor and possession of this Guarantee by the Bank will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with, and this Guarantee will be binding on each Guarantor who has signed this Guarantee notwithstanding the non-execution thereof by any proposed guarantor.

13. Postponement and Assignment

The Guarantor hereby postpones payment of all present and future debts and liabilities of the Customer to the Guarantor, and as security for payment of the Obligations, the Guarantor hereby assigns such debts and liabilities to the Bank and agrees that all moneys received from the Customer by or on behalf of the Guarantor shall be held in trust for the Bank and forthwith upon receipt paid over to the Bank, all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Bank under this Guarantee. This assignment and postponement is independent of the guarantee, indemnity and primary obligor obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

14. Subrogation

The Guarantor will not be entitled to be subrogated to the rights of the Bank against the Customer, to be indemnified by the Customer or to claim contribution from any other Guarantor until the Guarantor makes indefeasible payment to the Bank of all amounts owing by the Guarantor to the Bank under this Guarantee and the Obligations are indefeasibly paid in full.

15. Bankruptcy of Customer

Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or Guarantor for the Obligations, the Bank's rights shall not be affected by the Bank's failure to prove its claim and the Bank may prove such claim if and in any manner as it deems appropriate in its sole discretion. The Bank may value as it sees fit or refrain from valuing any security held by the Bank without in any way releasing, reducing or otherwise affecting the liability of the Guarantor to the Bank, and until all the Obligations of the Customer to the Bank have been indefeasibly paid in full, the Bank shall have the right to include in its claim the amount of all sums paid by the Guarantor to the Bank under this Guarantee and to prove and rank for and receive dividends in respect of such claim, any and all right to prove and rank for such sums paid by the Guarantor and to receive the full amount of all dividends in respect thereto being hereby assigned and transferred to the Bank.

16. Costs and Expenses

The Guarantor agrees to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of the Bank's in-house lawyers. The Guarantor will pay all legal fees on a solicitor and own client basis.

17. Other Guarantees and Security

The liability of the Guarantor under any other guarantee or guarantees given to the Bank in connection with the Obligations shall not be affected by this Guarantee, nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Customer, the intention being that the liability of the Guarantor under such other guarantee or guarantees and this Guarantee, and under such other note or notes and this Guarantee, shall be cumulative. Nor shall the Bank be required to marshal in favour of the Guarantor other guarantees granted by other persons or any security, money or other property that the Bank may be entitled to receive or may have a claim upon.

18. Amendment and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Bank. No waiver by the Bank of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the Bank and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. No delay in the exercise of any right or remedy by the Bank shall operate as a waiver thereof. No failure to exercise a right or remedy or partial exercise of a right or remedy by the Bank shall preclude other or further exercise thereof or the exercise of any other right or remedy by the Bank.

19. Discharge

The Guarantor will not be released or discharged from its obligations hereunder except by a written release or discharge signed by the Bank.

20. General

This Guarantee shall be binding on the successors of the Guarantor or, if the Guarantor is an individual, the heirs, executors, administrators and other legal representatives of the Guarantor, and shall enure to the benefit of the successors and assigns of the Bank.

If more than one Guarantor has signed this Guarantee, each Guarantor shall be jointly and severally liable under this Guarantee.

To the extent that any limitation period applies to any claim for payment hereunder of the Obligations or remedy for the enforcement of such payment, the Guarantor agrees that any such limitation period is excluded or waived, but if such exclusion and waiver is not permitted by applicable law, then any limitation period is extended to the maximum length permitted by applicable law.

Any notice or demand which the Bank may wish to give under this Guarantee may be personally served on the Guarantor or sent by ordinary mail or electronic mail to the last known address of the Guarantor. Any notice that is sent by ordinary mail shall be conclusively deemed to have been received on the fifth day following the day on which it is mailed. Any notice that is sent by electronic mail shall be conclusively deemed to have been received on the day it is sent.

If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Any word herein contained importing the singular number shall include the plural and any word importing a person shall include a corporation, partnership, firm and any other entity.

Subject to Section 17, this Guarantee constitutes the entire agreement between the Guarantor and the Bank with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

Each of the undersigned acknowledges receipt of a copy of this Guarantee.

[Name of Guarantor]

Personal Guarantee

Per: _____
(authorized signature)

Signature of Guarantor: B. Boparai

Print name: Bhupinderjot Singh Boparai

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Personal Guarantee

Per: _____
(authorized signature)

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Personal Guarantee

Per: _____
(authorized signature)

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

[Name of Guarantor]

Personal Guarantee

Per: _____
(authorized signature)

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: _____

[Name of Guarantor]

Personal Guarantee

Per: _____
(authorized signature)

Signature of Guarantor: _____

Print name: _____

Per: _____
(authorized signature)



Certificate - Alberta Only

I HEREBY CERTIFY THAT:

1. _____
 the guarantor in the guarantee dated _____
 made between _____

 and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that
 he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____
 Barrister and Solicitor at the _____ of _____
 in the Province of Alberta, this _____ day of _____, 20 _____.

 Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

 Signature of Guarantor



Saskatchewan Acknowledgment

ACKNOWLEDGMENT OF GUARANTEE

(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN
AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

This is **Exhibit "M"** referred to
in the Affidavit of Rukshana Belliappa
Sworn this 19th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130233.83

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

REPORT : PSSR060
PAGE : 1
(1243)

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

TYPE OF SEARCH : BUSINESS DEBTOR

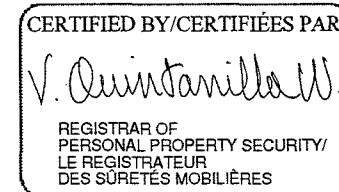
SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.

FILE CURRENCY : 11JUL 2024

ENQUIRY NUMBER 20240712130233.83 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

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

FOGLERS
SHANE
77 KING
TO ON M7Y 1B8



(cert 05/2022)

CONTINUED... 2

RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130233.83

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

REPORT : PSSR060
PAGE : 2
(1244)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790896033

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20230221 1124 1590 1721	P PPSA	6

02 DEBTOR NAME
03 BUSINESS NAME 1000228842 ONTARIO INC.
04 ADDRESS 3 BELLEVILLE DRIVE BRAMPTON, ON ONTARIO CORPORATION NO. L6P 1V7

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK
09 ADDRESS BRANCH #1890, 4499 HIGHWAY 7 & PINE WOODBRIDGE ON L4L 9A9

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS ONE MAIN STREET WEST HAMILTON ON L8P 4Z5

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130233.83

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

REPORT : PSSR060
PAGE : 3
(1245)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790896033

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20230221 1124 1590 1721		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS VALLEY DR.

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130233.83

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

REPORT : PSSR060
 PAGE : 4
 (1246)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 790896222

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20230221 1127 1590 1723	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 1000228842 ONTARIO INC.

04 ADDRESS 3 BELLEVILLE DRIVE BRAMPTON ONTARIO CORPORATION NO. ON L6P 1V7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

09 ADDRESS BRANCH #1890, 4499 HIGHWAY 7 & PINE WOODBRIDGE ON L4L 9A9

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION ALL OF THE DEBTOR'S RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO ALL PRESENT AND FUTURE LEASES, RENTS AND REVENUE OF EVERY KIND AND DESCRIPTION RELATING TO THE PROPERTY MUNICIPALLY KNOWN AS UNIT 17 -

16 REGISTERING AGENT GOWLING WLG (CANADA) LLP - HAMILTON

17 ADDRESS ONE MAIN STREET WEST HAMILTON ON L8P 4Z5

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

CONTINUED... 5



(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130233.83

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

REPORT : PSSR060
PAGE : 5
(1247)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790896222

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20230221 1127 1590 1723		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS VALLEY DR.

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL 2131 WILLIAMS PARKWAY, BRAMPTON, ON BEING ALL OF PIN 19416-0017 (LT).

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(oj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130233.83

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

REPORT : PSSR060
PAGE : 6
(1248)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1000228842 ONTARIO INC.
FILE CURRENCY : 11JUL 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
790896033	20230221 1124 1590 1721			
790896222	20230221 1127 1590 1723			

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 1
(1249)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BALLO CARRIERS INC.

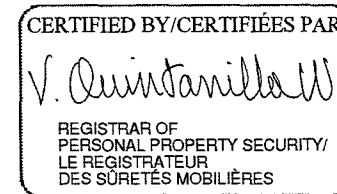
FILE CURRENCY : 11JUL 2024

ENQUIRY NUMBER 20240712130122.54 CONTAINS 140 PAGE(S), 42 FAMILY(IES).

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

FOGLERS
SHANE
77 KING
TO ON M7Y 2Z7

CONTINUED... 2



(crfj6 05/2022)

RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 2
(1250)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
506788299

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20240627 1403 2758 4795	R RSLA	01

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BUSINESS NAME BALLO CARRIERS INC.					
ADDRESS 3 BELLEVILLE DRIVE				BRAMPTON	ON L6P 1V7

02
03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BUSINESS NAME BANK OF MONTREAL O/A EQUIPMENT LEASING CANADA					
ADDRESS 5750 EXPLORER DR. 3RD FLR				MISSISSAUGA	ON L4W 0B1

05
06
07

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
ADDRESS 6191 ATLANTIC DRIVE				MISSISSAUGA	ON L5T 1N7

08
09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X	1874		

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2024 DOONAN	TIT	1D9BG5335R1609953

11
12

13 GENERAL COLLATERAL DESCRIPTION
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12355

14 REGISTERING AGENT
BDSL -24-12355

ADDRESS	LOCATION	PROVINCE	POSTAL CODE
162 GUELPH ST UNIT 106	GEORGETOWN	ON	L7G 5X7

15
16
17

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 3
 (1251)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 506570247

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3	X	20240620 1349 1901 7496	P PPSA	01

02 DEBTOR NAME
 03 BUSINESS NAME
 04 ADDRESS

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

BALLO CARRIERS INC.

3 BELLEVILLE DRIVE

BRAMPTON

ONTARIO CORPORATION NO.
 ON L6P 1V7

05 DEBTOR NAME
 06 BUSINESS NAME
 07 ADDRESS

DATE OF BIRTH
 FIRST GIVEN NAME
 INITIAL
 SURNAME

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS

THE TORONTO-DOMINION BANK

3140 DUFFERIN STREET

TORONTO

ON M6A 2T1

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2020	VOLVO	VNL 740	4V4NC9EH9LN230079
12	2021	WILSON	53 FLAT BED TRAILER	1W15532A1M6629662

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
 ESC CORPORATE SERVICES LTD.

ADDRESS: 445 KING STREET WEST, SUITE 400

TORONTO

ON M5V 1K4

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY /
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 4
 (1252)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
 506570247

00

PAGE TOTAL
 NO. OF PAGES
 002 3

REGISTRATION
 NUMBER
 20240620 1349 1901 7496

	YEAR	MAKE	MODEL	V.I.N.
41	2021	WILSON	FLAT BED TRAILER	1W15532A4M6629669
42	2018	REITNOUER	53' STEP DECK TRAIL	1RND53A2XJR043419
43	2021	VOLVO	VNL64T-760	4V4NC9EH4MN279224
44	2021	VOLVO	VNL 740	4V4NC9EH9MN279350
45	2022	VOLVO	VNL 740	4V4WC9EH3NN286932
46	2018	GREAT DANE	53' TANDEM STEPDECK	1GRDM0623JH101685
47	2018	GREAT DANE	53' TANDEM STEPDECK	1GRDM0620JH101708
48	2022	VOLVO	VNL 740	4V4WC9EH0NN286936
49	2019	FREIGHTLINER	CASCADIA	3AKJHHDR0KSJX9384
50	2018	KENWORTH	T680	1XKYD49X3JJ996022
51	2018	KENWORTH	T680	1XKYD49X5JJ996023
52	2023	VOLVO	VNL64T-760	4V4NC9EH0PN329220
53	2020	VOLVO	760	4V4NC9EH1LN222476
54	2020	VOLVO	760	4V4NC9EH5LN222481
55	2019	GREAT DANE	53' TANDEM	1GRDM0620KH149405
56	2016	LODE KING	3190 STEP DECK	2LDS5335GG060836

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj4fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 5
 (1253)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
 506570247

00

PAGE TOTAL
 NO. OF PAGES
 003 3

REGISTRATION
 NUMBER
 20240620 1349 1901 7496

	YEAR	MAKE	MODEL	V.I.N.
41	2022	LAND ROVER	RANGE ROVER	SALGS2SE6NA458441
42	2023	VOLVO	VNL64T-760	4V4NC9EH4PN329219
43	2024	GREAT DANE	53' TANDEM AXLE	1GR4M0621RH602957
44	2024	GREAT DANE	53' TANDEM AXLE	1GR4M0623RH602958
45	2021	VOLVO	860	4V4NC9EJXMN279165
46	2024	DOONAN TITANIUM	STEPDECK	1D9BG5335R1609953
47	2023	LAND ROVER	RANGE ROVER	SALKV9E76PA062973
48	2023	MERCEDES-BENZ	GLS CLASS	4JGFF5KE8PA983329
49	2022	FREIGHTLINER	FM2	3AKJHHR6NSMW4627
50	2024	DOONAN	53' TRIDEM AXLE	1D9BG5336R1609296
51	2024	DONNAN	53' TRIDEM CHAPARRA	1D9BG5338R1609297
52	2018	VOLVO	VVN	4V4NC9EJ4JN889137
53				
54				
55				
56				

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj4fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 6
 (1254)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 506537856

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	6		20240619 1606 1793 4448	P PPSA	2

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC			
04	ADDRESS	3 BELLEVILLE DRIVE		BRAMPTON	ON L6P1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 06	20APR1967	MUKHTAR SINGH		BOPARAI	
07	ADDRESS	3 BELLEVILLE DRIVE		BRAMPTON	ON L6P1V7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
08	NTA FLEET SOLUTIONS INC.				
09	6770 DAVAND DRIVE, UNIT-43	MISSISSAUGA		ON	L5T2G3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X	X	X	X	X	320000		X

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	1989	GREAT DANE	GREAT	1GRDM0629KH102275
12	2018	VOLVO	VNL	4V4NC9EH4JN887577

13 GENERAL PER THE GENERAL SECURITY AGREEMENT EXECUTED DATED APR 05, 2022.
 14 COLLATERAL GENERAL COLLATERAL INCLUDES ALL PRESENT AND FUTURE INVENTORY,
 15 DESCRIPTION EQUIPMENT, ACCOUNTS, AND INTANGIBLES OWNED BY THE DEBTOR. THIS

REGISTERING AGENT	ADDRESS	ADDRESS	ADDRESS	ADDRESS
16	8474788 CANADA INC			
17	33 KELWAYS CR	BRAMPTON	ON	L6T0G5

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY /
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 7
 (1255)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 506537856

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	6		20240619 1606 1793 4448		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10							

11 MOTOR YEAR MAKE MODEL V.I.N.
 2019 VOLVO VNL 4V4NC9EJ5KN193050

12 VEHICLE 2008 REITNOUER REITNOUER 1RNF53A218R021442

13 GENERAL INCLUDES, BUT IS NOT LIMITED TO, OFFICE EQUIPMENT, MANUFACTURING
 14 COLLATERAL MACHINERY, AND ALL PRODUCTS HELD FOR SALE. EXCLUDES ANY LEASED
 15 DESCRIPTION EQUIPMENT OR GOODS SUBJECT TO OTHER PERFECTED SECURITY INTERESTS.

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

8

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 8
(1256)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
506537856

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	6		20240619 1606 1793 4448		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2016 TRIPLE	XX	2LBSD5335GG060836
	2018 MANAC	MANAC	5MC12531XJ3176263

GENERAL COLLATERAL DESCRIPTION
THIS IS A CONTINUING SECURITY FOR THE REPAYMENT OF INVOICES AND PERFORMANCE OF OBLIGATIONS TOWARDS THE SECURED PARTY

REGISTERING AGENT
ADDRESS

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 9
(1257)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
506537856

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	004	6		20240619 1606 1793 4448		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2020 VOVLO	VNL	4V4NC9EH5LN222481
12	2019 MANAC	MANAC	5MC125310K3185863

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 10
(1258)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
506537856

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	6		20240619 1606 1793 4448		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR NAME	BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR NAME	BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

08

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 MANAC	MANAC	5MC125316H3167988
	2018 MANAC	MANAC	5MC125310J3176451

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT	ADDRESS

16

17

ADDRESS

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 11
(1259)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
506537856

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	6		20240619 1606 1793 4448		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

DEBTOR NAME	BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR NAME	BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS

08

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2004 MANAC	MANAC	5MC12531243167986
	2010 INTERNATIONAL	LF627	3HSCUAPR5AN285614

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT	ADDRESS

16

17

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

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(ej1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 12
 (1260)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 502904385

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20240222 1056 2758 3301	R RSLA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 03		BALLO CARRIERS INC.		

DEBTOR NAME	BUSINESS NAME	ADDRESS	CITY	ONTARIO CORPORATION NO.
04	BALLO CARRIERS INC.	3 BELLEVILLE DR	BRAMPTON	ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 06		TPINE LEASING CAPITAL CORPORATION		

DEBTOR NAME	BUSINESS NAME	ADDRESS	CITY	ONTARIO CORPORATION NO.
07	TPINE LEASING CAPITAL CORPORATION	6050 DIXIE ROAD	MISSISSAUGA	ON L5T 1A6

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	ONTARIO CORPORATION NO.
08 09	1539315 ONTARIO INC. O/A HK TIRE CENTRE	MISSISSAUGA	ON L5T 1N7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	ONTARIO CORPORATION NO.
08 09	6191 ATLANTIC DRIVE	MISSISSAUGA	ON L5T 1N7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X	4109		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12	2018 VOLVO	VVN	4V4NC9EJ4JN889137

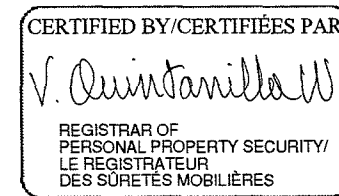
13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11719

16 REGISTERING AGENT BDSL -24-11719

REGISTERING AGENT	ADDRESS	CITY	ONTARIO CORPORATION NO.
17	162 GUELPH ST UNIT 106	GEORGETOWN	ON L7G 5X7

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

CONTINUED... 13



(or1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 13
(1261)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
502837416

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20240220 1240 2758 3294	R RSLA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

DEBTOR NAME	BUSINESS NAME
03	BALLO CARRIERS INC.

DEBTOR NAME	ADDRESS	CITY	PROVINCE	POSTAL CODE	ONTARIO CORPORATION NO.
04	3 BELLEVILLE DR	BRAMPTON	ON	L6P 1V7	

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

DEBTOR NAME	BUSINESS NAME
06	

DEBTOR NAME	ADDRESS	ONTARIO CORPORATION NO.
07		

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	PROVINCE	POSTAL CODE
08	1539315 ONTARIO INC O/A HK TIRE CENTRE			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	PROVINCE	POSTAL CODE
09	6191 ATLANTIC DRIVE	MISSISSAUGA	ON	L5T 1N7

COLLATERAL CLASSIFICATION							
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X	2157		

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2022	FREIGHTLINER	FM2	3AKJHHR6NSMW4627

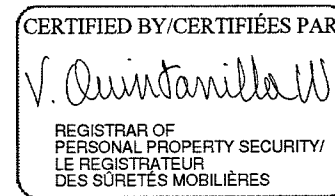
GENERAL COLLATERAL DESCRIPTION	DESCRIPTION
13	COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11718

REGISTERING AGENT	ADDRESS	CITY	PROVINCE	POSTAL CODE
16	BDSL -24-11718			

REGISTERING AGENT	ADDRESS	CITY	PROVINCE	POSTAL CODE
17	162 GUELPH ST UNIT 106	GEORGETOWN	ON	L7G 5X7

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

CONTINUED... 14



(crjfv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 14
 (1262)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 502733943

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20240214 1541 2758 3257	R RSLA	01

02

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

BUSINESS NAME BALLO CARRIERS INC.

04

ADDRESS 3 BELLEVILLE DR. BRAMPTON ON L6P 1V7 ONTARIO CORPORATION NO.

05

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME CONCENTRA BANK

07

ADDRESS 2055 ALBERT STREET REGINA SK S4P 3G8 ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT 1539315 ONTARIO INC. O/A HK TIRE CENTRE

09

ADDRESS 6191 ATLANTIC DRIVE MISSISSAUGA ON L5T 1N7

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO. FIXED OR	FIXED MATURITY DATE
					X	1919			

11

MOTOR VEHICLE YEAR MAKE 2018 GREAT DANE MODEL FLD V.I.N. 1GRDM0623JH101685

12

13

GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11707

16

REGISTERING AGENT BDSL - 24-11707

17

ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 15
 (1263)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 502734825

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20240214 1621 2758 3258	R RSLA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 03		BALLO CARRIERS INC.		

DEBTOR NAME	BUSINESS NAME	ADDRESS	ON	ONTARIO CORPORATION NO.
04	BALLO CARRIERS INC.	3 BELLEVILLE DR. BRAMPTON	ON	L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 06		THE TORONTO DOMINION BANK O/A TD BANK FINANCIAL GROUP		

DEBTOR NAME	BUSINESS NAME	ADDRESS	ON	ONTARIO CORPORATION NO.
07	THE TORONTO DOMINION BANK O/A TD BANK FINANCIAL GROUP	5045 SOUTH SERVICE RD. 4TH FLR BURLINGTON	ON	L7L 5Y7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	REGISTRATION PERIOD
08 09	1539315 ONTARIO INC. O/A HK TIRE CENTRE	MISSISSAUGA	ON L5T 1N7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	REGISTRATION PERIOD
08 09	6191 ATLANTIC DRIVE	MISSISSAUGA	ON L5T 1N7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X	2241		

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11 12	2022	GREAT DANE	FLW	1GR4M0622NH328520

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
 14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
 15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11708

16 REGISTERING AGENT BDSL - 24-11708

REGISTERING AGENT	ADDRESS	ON	REGISTRATION PERIOD
17	106-162 GUELPH ST	GEORGETOWN	ON L7G 5X7

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 16
 (1264)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 502734879

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20240214 1624 2758 3259	R RSLA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC.			
04		ADDRESS 3 BELLEVILLE DR.		BRAMPTON	ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 06		THE TORONTO DOMINION BANK O/A TD BANK FINANCIAL GROUP			
07		ADDRESS 5045 SOUTH SERVICE RD 4TH FLR		BURLINGTON	ON L7L 5Y7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	PERIOD
08 09	6191 ATLANTIC DRIVE	MISSISSAUGA	ON	L5T 1N7

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED MATURITY DATE
10	CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED			
			X	797	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12	2022 GREAT DANE	FLW	1GR4M0622NH328520

13 GENERAL COLLATERAL DESCRIPTION: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11708

REGISTERING AGENT	ADDRESS	LOCATION	ON	PERIOD
16 17	BDSL - 24-11708 106-162 GUELPH ST	GEORGETOWN	ON	L7G 5X7

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 17
 (1265)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 797603382

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20230928 1138 1532 3477	P PPSA	06

02 DEBTOR NAME
 03 NAME
 DATE OF BIRTH : 06MAY1980
 FIRST GIVEN NAME : BHUPINDERJOT
 INITIAL : S
 SURNAME : BOPARAI

04 BUSINESS NAME

04 ADDRESS

230 DOUGALL AVE CALEDON

ONTARIO CORPORATION NO. ON L7C 3M7

05 DEBTOR NAME
 06 NAME
 DATE OF BIRTH :
 FIRST GIVEN NAME :
 INITIAL :
 SURNAME :

06 BUSINESS NAME

BALLO CARRIERS INC.

07 ADDRESS

3 BELLEVILLE DR. BRAMPTON

ONTARIO CORPORATION NO. 2048378 ON L6P 1V7

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS
 RIORDAN LEASING INC.
 1158 KING ST. E

KITCHENER ON N2G2N4

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE
 12 GENERAL COLLATERAL DESCRIPTION
 YEAR MAKE : 2024 DOONAN
 MODEL : 53 TRIDEM CHAPARRA
 V.I.N. : 1D9BG5338R1609297

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT : D + H LIMITED PARTNERSHIP

17 ADDRESS

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

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 18
(1266)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797603382

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	002	2		20230928 1138 1532 3477		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	28NOV1997	NAWABBIR	S	BOPARAI

03 BUSINESS NAME

04 ADDRESS

3 BELLEVILLE DR. BRAMPTON

ONTARIO CORPORATION NO.
ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 19
(1267)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794692503

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20230626 1702 1462 4553	P PPSA	6

02 DEBTOR NAME
03 NAME

DATE OF BIRTH
BUSINESS NAME

FIRST GIVEN NAME
BALLO CARRIERS INC.

INITIAL
SURNAME

ADDRESS
30-2053 WILLIAMS PKY
BRAMPTON

ONTARIO CORPORATION NO.
ON L685T4

05 DEBTOR NAME
06 NAME

DATE OF BIRTH
BUSINESS NAME

FIRST GIVEN NAME
INITIAL
SURNAME

ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09

MITSUBISHI HC CAPITAL CANADA LEASING, INC.

ADDRESS
401-1100 BURLOAK DRIVE
BURLINGTON

ON L7L6B2

10 COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE
12

YEAR MAKE
2024 DOONAN

MODEL
53 TRIDEM AXLE

V.I.N.
1D9BG5336R1609296

13 GENERAL COLLATERAL DESCRIPTION
14
15

TRAILER AS MORE FULLY DESCRIBED IN MHCCL LEASE 67015
THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL
ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,

16 REGISTERING AGENT
17

PPSA CANADA INC. - (7017)

ADDRESS
110 SHEPPARD AVE EAST, SUITE 303
TORONTO

ON M2N6Y8

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 20
 (1268)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 794692503

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20230626 1702 1462 4553	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE

13

GENERAL COLLATERAL DESCRIPTION

14

GENERAL COLLATERAL DESCRIPTION

15

REGISTERING AGENT PPSA CANADA INC. - (7017)

16

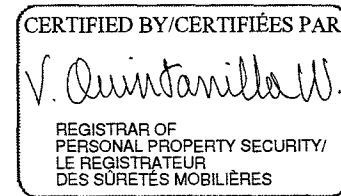
REGISTERING AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 21



(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 21
(1269)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
794692503

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	006		20230626 1702 1462 4553	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

DEBTOR NAME	BUSINESS NAME
03	

ONTARIO CORPORATION NO.

04 ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

DEBTOR NAME	BUSINESS NAME
06	

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10							

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

13 GENERAL COLLATERAL DESCRIPTION "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL")

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 22
(1270)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
794692503

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20230626 1702 1462 4553	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

14

COLLATERAL

EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

15

DESCRIPTION

(II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION

16

REGISTERING AGENT

PPSA CANADA INC. - (7017)

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 23
(1271)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
794692503

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20230626 1702 1462 4553	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

03

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

06

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS

08

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

09

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION	OF THE EQUIPMENT
	(III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

13

14

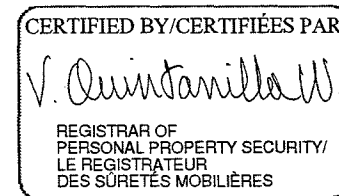
15

REGISTERING AGENT	ADDRESS	PPSA CANADA INC. - (7017)	TORONTO	ON	M2N6Y8
	110 SHEPPARD AVE EAST, SUITE 303				

16

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

CONTINUED... 24



(cr1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 24
(1272)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794692503

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	06	006		20230626 1702 1462 4553	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

13 GENERAL COLLATERAL DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 25
 (1273)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 794534058

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	002	X	20230621 1018 1031 9102	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	BRAMPTON	ONTARIO CORPORATION NO.
02					03		
		BALLO CARRIERS INC.			3 BELLEVILLE DR		ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	ONTARIO CORPORATION NO.
05						
06						

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LONDON	ON	N6A 6G8
08	HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE			
09	400-130 DUFFERIN AVE			

COLLATERAL CLASSIFICATION						
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
10	X	X	X	X	141574	21JUNE2028

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2023 MERZ	FBC	4JGFF5KE8PA983329
12	2023 LNDR	KVG	SALKV9E76PA062973

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

REGISTERING AGENT	ADDRESS	LONDON	ON	N6A 6G8
16	MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (IFTA) BN#860344142			
17	400-130 DUFFERIN AVE (190/058)			

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 26
(1274)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
794534058

00

PAGE TOTAL
NO. OF PAGES
002 002

REGISTRATION
NUMBER

20230621 1018 1031 9102

01

YEAR MAKE
2022 LINDR
2022 FREIGHTLINER

MODEL
RRV
FM2

V.I.N.
SALGS2SE6NA458441
3AKJHHR6NSMW4627

41
42
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48
49
50
51
52
53
54
55
56

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

CONTINUED...

27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj4fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 27
 (1275)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 794197566

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20230609 1843 1532 5772	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	CITY	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC			198 MORNINGMIST STREET	BRAMPTON	ON L6R2B7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	CITY	ONTARIO CORPORATION NO.
05 06	06MAY1980	BHUPINDERJOT		BOPARAI	230 DOUGALL AVENUE	CALEDON	ON L7C3M7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	ONTARIO CORPORATION NO.
08 09	ROYAL BANK OF CANADA 10 YORK MILLS ROAD 3RD FLOOR	TORONTO	ON M2P 0A2

COLLATERAL CLASSIFICATION		CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	OR MATURITY DATE
10	X		X	165483	26NOV2029	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12	2023 MERCEDES-BENZ	GLS-CLASS	4JGFF5KE8PA983329

13 GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	CITY	ONTARIO CORPORATION NO.
16 17	D + H LIMITED PARTNERSHIP 2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)11fv 05/2022



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 28
 (1276)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 793944369

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20230602 1255 4085 4819	P PPSA	07

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC.			
04	ADDRESS	3 BELLEVILLE DR		BRAMPTON	ON L6P1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 06					
07	ADDRESS				

SECURED PARTY / LIEN CLAIMANT	ADDRESS	THE BANK OF NOVA SCOTIA	STRATFORD	ON	N5A7X9
08 09	10 WRIGHT BOULEVARD				

COLLATERAL CLASSIFICATION						
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT
		X		X	X	206734.55

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12	2023 LAND ROVER	RANGE ROVER	SALKV9E76PA062973

13 GENERAL COLLATERAL DESCRIPTION
 14 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
 15 AND THE PROCEEDS OF THOSE VEHICLES

REGISTERING AGENT	ADDRESS	D + H LIMITED PARTNERSHIP	MISSISSAUGA	ON	L4Z 1H8
16 17	2 ROBERT SPECK PARKWAY, 15TH FLOOR				

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 29
 (1277)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 792851013

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	5		20230501 1208 1901 3243	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03		BALLO CARRIERS INC.			
04		ADDRESS 2053 WILLIAMS PKY		BRAMPTON	ON L6S 5T4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	POSTAL CODE
08		BANK OF MONTREAL		
09	5750 EXPLORER DRIVE, 3RD FLOOR	MISSISSAUGA	ON	L4W 0A9

COLLATERAL CLASSIFICATION		CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED MATURITY DATE
10		X	X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2024 DOONAN TITANIUM RIDE STEP	STEPDECK	1D9BG5335R1609953

13 GENERAL 2024 DOONAN TITANIUM RIDE STEP DECK TRAILER STEPDECK
 14 COLLATERAL 1D9BG5335R1609953 THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND
 15 DESCRIPTION ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES,

REGISTERING AGENT	ADDRESS	LOCATION	ON	POSTAL CODE
16	ESC CORPORATE SERVICES LTD.	TORONTO	ON	M5V 1K4
17	445 KING STREET WEST, SUITE 400			

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 30
(1278)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792851013

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CAUTION PILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20230501 1208 1901 3243		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 31
(1279)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792851013

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20230501 1208 1901 3243		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL
14 COLLATERAL PROCEEDS RELATING THERETO. PROCEEDS ALL OF THE DEBTOR'S PRESENT AND
15 DESCRIPTION AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR

16 REGISTERING AGENT

17

ADDRESS

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

CONTINUED...

32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(c)11fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 32
(1280)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792851013

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20230501 1208 1901 3243		

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 33
(1281)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792851013

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20230501 1208 1901 3243		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND INVESTMENT PROPERTIES.

13

GENERAL COLLATERAL DESCRIPTION

14

DESCRIPTION

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 34
 (1282)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 791622495

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20230321 0854 1793 2889	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BALLO CARRIERS INC.

04 ADDRESS 3 BELLEVILLE DR BRAMPTON ON L6P1V7 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK

09 LIEN CLAIMANT ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE 2021 VOLVO 860 4V4NC9EJXMN279165

13 GENERAL 2021 VOVLO 860 TRUCK S/N 4V4NC9EJXMN279165

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC.

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 35
(1283)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791622495

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20230321 0854 1793 2889		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09 ADDRESS 5045 SOUTH SERVICE ROAD, 4TH FLOOR BURLINGTON ON L7L5Y7

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 36
(1284)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791622495

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20230321 0854 1793 2889		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION
DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(c/j1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 37
 (1285)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 790797933

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20230215 1701 1462 6719	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02		BALLO CARRIERS INC.			
03		BALLO CARRIERS INC.			
04		30-2053 WILLIAMS PKY		BRAMPTON	ON L6S5T4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07					

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	NO.
08	MITSUBISHI HC CAPITAL CANADA LEASING, INC.			
09	401-1100 BURLOAK DRIVE	BURLINGTON	ON	L7L6B2

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2024	GREAT DANE	53' TANDEM AXLE	1GR4M0621RH602957
12	2024	GREAT DANE	53' TANDEM AXLE	1GR4M0623RH602958

13 GENERAL THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL
 14 COLLATERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,
 15 DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

REGISTERING AGENT	ADDRESS	LOCATION	ON	NO.
16	PPSA CANADA INC. - (7017)			
17	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

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

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 38
(1286)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790797933

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20230215 1701 1462 6719	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION
KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

16 REGISTERING AGENT
PPSA CANADA INC. - (7017)

17 ADDRESS
110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 39
(1287)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790797933

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20230215 1701 1462 6719	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL")

15 (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 40
(1288)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790797933

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20230215 1701 1462 6719	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 41
(1289)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790797933

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20230215 1701 1462 6719	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 42
(1290)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790797933

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	06	006		20230215 1701 1462 6719	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL
14 COLLATERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.
15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 43
(1291)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
789857559

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20230110 1026 8077 7263	P PPSA	7

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME BALLO CARRIERS INC.

03

ADDRESS 3 BELLEVILLE DR BRAMPTON

04

ONTARIO CORPORATION NO.
ON L7P1V7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT VFS CANADA INC.

08

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

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE YEAR MAKE 2023 VOLVO MODEL VNL64T-760 V.I.N. 4V4NC9EH4PN329219

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION 2023 VOLVO VNL64T-760 S/N 4V4NC9EH4PN329219 C/W DEER BUMPER. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT ANDAFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

13

14

15

REGISTERING AGENT REGISTRY = RECOVERY INC.

16

AGENT

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

17

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 44
(1292)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789857559

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20230110 1026 8077 7263		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13 GENERAL ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR
14 COLLATERAL ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL
15 DESCRIPTION PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 45
(1293)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789857559

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	004		20230110 1026 8077 7263		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10							

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

12 VEHICLE

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

14 COLLATERAL INSURANCE PROCEEDS

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 46
(1294)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
789857559

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20230110 1026 8077 7263		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT

16

17

ADDRESS

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

CONTINUED...

47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 47
(1295)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003		20230111 1027 8077 7307	P PPSA
21	RECORD REFERENCED	FILE NUMBER	789857559		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		BALLO CARRIERS INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL			
26					
27					
28					
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09		ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	OR MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
12					
13		THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT			
14		AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,			
15		ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED			
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5
17					

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

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(cr)2fv 05/2022



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 48
 (1296)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	003		20230111 1027 8077 7307	P PPSA
21	RECORD REFERENCED	FILE NUMBER	789857559		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BALLO CARRIERS INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	OR	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
13	GENERAL	OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS? ALL GOODS,			
14	COLLATERAL	CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS,			
15	DESCRIPTION	MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)			
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 49
 (1297)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20230111 1027 8077 7307	P PPSA
21 RECORD REFERENCED	FILE NUMBER	789857559			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	BALLO CARRIERS INC.			
25 OTHER CHANGE REASON/ DESCRIPTION					
02/ DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ TRANSFEREE	BUSINESS NAME				
04/07	ADDRESS				ONTARIO CORPORATION NO.
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09 COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE	
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
11 MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.	
13 GENERAL COLLATERAL	AND INSURANCE PROCEEDS				
15 DESCRIPTION	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

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

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 50
(1298)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
788230494

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20221107 0806 1532 2213	P PPSA	7

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BALLO CARRIERS INC.

04 ADDRESS 3 BELLEVILLE DR BRAMPTON ONTARIO CORPORATION NO. ON L6P1V7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE BANK OF NOVA SCOTIA

09 LIEN CLAIMANT ADDRESS 10 WRIGHT BOULEVARD STRATFORD ON N5A7X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		X		X	X	156317		

11 MOTOR YEAR MAKE 2022 LAND ROVER MODEL RANGE ROVER V.I.N. SALGS2SE6NA458441

12 VEHICLE

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES

15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP

17 AGENT

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

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

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 51
(1299)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787504275

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	007		20221012 1404 1462 4463	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME BALLO CARRIERS INC

03

ADDRESS 3 BELLEVILLE DR BRAMPTON ON L6P1V7 ONTARIO CORPORATION NO.

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT MITSUBISHI HC CAPITAL CANADA LEASING, INC.

08

ADDRESS 301-3390 SOUTH SERVICE RD. BURLINGTON ON L7N3J5

09

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

10

MOTOR VEHICLE YEAR MAKE 2016 LODE-KING MODEL 3190-STEP DECK V.I.N. 2LDS5335GG060836

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION TRAILER THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

13

DESCRIPTION

14

REGISTERING AGENT PPSA CANADA INC. - (7017)

16

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 52
(1300)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787504275

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	007		20221012 1404 1462 4463	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND

REGISTERING AGENT PPSA CANADA INC. - (7017)

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 53
(1301)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787504275

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
03 007 20221012 1404 1462 4463 P PPSA 6

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE
14 COLLATERAL "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE
15 DESCRIPTION RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED

16 REGISTERING PPSA CANADA INC. - (7017)
AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cij1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
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(1302)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787504275

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 007 20221012 1404 1462 4463 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL*)
14 COLLATERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE
15 DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

16 REGISTERING PPSA CANADA INC. - (7017)
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
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(1303)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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787504275

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CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

14 COLLATERAL DESCRIPTION (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
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 (1304)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

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00 FILE NUMBER
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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	06	007		20221012 1404 1462 4463	P PPSA	6

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION
 14 DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND
 15 (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,
 IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 57
(1305)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787504275

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	007		20221012 1404 1462 4463	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07

BUSINESS NAME

ONTARIO CORPORATION NO.

08

ADDRESS

09

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

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

11

12

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13

14

15

GENERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

16

17

REGISTERING AGENT PPSA CANADA INC. - (7017)

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
 PAGE : 58
 (1306)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 787171824

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	007		20220929 1708 1462 0395	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03		BALLO CARRIERS INC.			
04		ADDRESS 3 BELLEVILLE DR		BRAMPTON	ON L6P1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06		BUSINESS NAME			
07		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	REGISTRATION NO.
08	MITSUBISHI HC CAPITAL CANADA LEASING, INC.		
09	301-3390 SOUTH SERVICE RD.	BURLINGTON	ON L7N3J5

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2019 GREAT DANE	531 TANDEM	1GRDM0620KH149405

13 GENERAL COLLATERAL DESCRIPTION
 1 - VERDUYN EAGLE II SLIDING TARP SYSTEM
 THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

REGISTERING AGENT	ADDRESS	TORONTO	ON	M2N6Y8
16	PPSA CANADA INC. - (7017)			
17	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

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

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 59
(1307)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787171824

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	007		20220929 1708 1462 0395	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10							

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

13 GENERAL COLLATERAL DESCRIPTION ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 60
(1308)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787171824

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CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED

13

GENERAL COLLATERAL DESCRIPTION

14

DESCRIPTION

15

REGISTERING AGENT

PPSA CANADA INC. - (7017)

16

AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cij1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 61
(1309)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787171824

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	04	007		20220929 1708 1462 0395	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL"
14 COLLATERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE
15 DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

16 REGISTERING PPSA CANADA INC. - (7017)

17 AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787171824

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	05	007		20220929 1708 1462 0395	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10								

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

13 GENERAL COLLATERAL DESCRIPTION (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

15 (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



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ID : 20240712130122.54

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787171824

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION
DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL

16

REGISTERING AGENT PPSA CANADA INC. - (7017)

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 64
(1312)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787171824

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	007		20220929 1708 1462 0395	P PPSA	6

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING PPSA CANADA INC. - (7017)

17 AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
 RUN DATE : 2024/07/12
 ID : 20240712130122.54

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

REPORT : PSSR060
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 (1313)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 786749913

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20220916 0937 5064 9640	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC.			
04		ADDRESS 3 BELLEVILLE DR.		BRAMPTON	ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 06		BALLO CARRIERS INC.			
07		ADDRESS 2053 WILLIAMS PARKWAY		BRAMPTON	ON L6S 5T4

SECURED PARTY / LIEN CLAIMANT	ADDRESS	CITY	PROVINCE	POSTAL CODE
08 09	VAULT CREDIT CORPORATION	TORONTO	ON	M3B 2R2
	ADDRESS 41 SCARSDALE ROAD, SUITE 5			

COLLATERAL CLASSIFICATION		CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED MATURITY DATE
10		X	X	X		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2020 VOLVO	760	4V4NC9EH1LN222476
12	2020 VOLVO	760	4V4NC9EH5LN222481

13 GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	CITY	PROVINCE	POSTAL CODE
16	ESC CORPORATE SERVICES LTD.	TORONTO	ON	M5V 1K4
17	ADDRESS 445 KING STREET WEST, SUITE 400			

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

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(1314)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786749913

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20220916 0937 5064 9640		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	06MAY1980	BHUPINDERJOT	S	BOPARAI

BUSINESS NAME	ADDRESS	CALEDON	ONTARIO CORPORATION NO.
	230 DOUGALL AVE		ON L7C 3M7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	06MAY1980	BHUPINDERJOT		BOPARAI

BUSINESS NAME	ADDRESS	CALEDON	ONTARIO CORPORATION NO.
	230 DOUGALL AVE		ON L7C 3M7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

67

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
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PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

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FILE NUMBER
786749913

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20220916 0937 5064 9640		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	06MAY1980	BHUPINDER	S	BOPARAI

02

DEBTOR NAME	BUSINESS NAME	ADDRESS	CALEDON	ONTARIO CORPORATION NO.
		230 DOUGALL AVE		ON L7C 3M7

03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	06MAY1980	BHUPINDER		BOPARAI

04

DEBTOR NAME	BUSINESS NAME	ADDRESS	CALEDON	ONTARIO CORPORATION NO.
		230 DOUGALL AVE		ON L7C 3M7

05

06 SECURED PARTY / LIEN CLAIMANT

07 ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE

09

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

10

11 GENERAL COLLATERAL DESCRIPTION

12 REGISTERING AGENT

13 ADDRESS

14

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

CONTINUED...

68

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
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PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 786487491

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20220907 1027 8077 3891	P PPSA	7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 03		BALLO CARRIERS INC.			
04		ADDRESS 3 BELLEVILLE DR		BRAMPTON	ON L7P1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 06		VFS CANADA INC.			
07		ADDRESS			
08 09		SECURED PARTY / LIEN CLAIMANT			
		ADDRESS 238 WELLINGTON ST. E. 3RD FLR.		AURORA	ON L4G 1J5

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 12	2023 VOLVO	VNL64T-760	4V4NC9EH0PN329220

13 GENERAL 2023 VOLVO VNL64T-760 S/N 4V4NC9EH0PN329220 C/W DEER BUMPER.
 14 COLLATERAL THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT
 15 DESCRIPTION ANDAFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

REGISTERING AGENT	REGISTRY	ADDRESS	CITY	PROV	POSTAL CODE
16 17	REGISTRY = RECOVERY INC.	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

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

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
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(1317)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786487491

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20220907 1027 8077 3891		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

13

14

15

REGISTERING AGENT

16

17

ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 194
RUN DATE : 2024/07/12
ID : 20240712130122.54

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

REPORT : PSSR060
PAGE : 70
(1318)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786487491

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20220907 1027 8077 3891		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

14 INSURANCE PROCEEDS

15

16 REGISTERING AGENT

ADDRESS

17

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(cjt1fv 05/2022)



RUN NUMBER : 194
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 71
(1319)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BALLO CARRIERS INC.
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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	04	004		20220907 1027 8077 3891		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



THE TORONTO-DOMINION BANK
Applicant

-and- **BALLO CARRIERS INC. et al.**
Respondents

Court File No. CV-24-00003238-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

APPLICATION RECORD
(Returnable August 15, 2024)

FOGLER, RUBINOFF LLP

Lawyers

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