

**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 2 OF 2)**

July 22, 2024

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AND TO:	<p><b>CANADA REVENUE AGENCY</b> <b>c/o Department of Justice</b> Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1 Email: <a href="mailto:AGC.PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC.PGC.Toronto-Tax-Fiscal@justice.gc.ca</a></p>	<p><b>BY EMAIL TO:</b> <a href="mailto:AGC.PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC.PGC.Toronto-Tax-Fiscal@justice.gc.ca</a></p>
AND TO:	<p><b>HIS MAJESTY THE KING IN RIGHT OF ONTARIO</b> <b>As represented by the Ministry of Finance</b> Legal Services Branch 33 King Street, 6<sup>th</sup> Floor Oshawa, ON L1H 8H5</p> <p><b>Attention: Steven Groeneveld</b> Email: <a href="mailto:steven.groeneveld@ontario.ca">steven.groeneveld@ontario.ca</a> Tel: 905-431-8380</p> <p>Senior Counsel, Ministry of Finance</p>	<p><b>BY EMAIL TO:</b> <a href="mailto:steven.groeneveld@ontario.ca">steven.groeneveld@ontario.ca</a></p>
AND TO:	<p><b>INSOLVENCY UNIT</b> Province of Ontario Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>	<p><b>BY EMAIL TO:</b> <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>

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Respondents

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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  
 PAGE : 72  
 ( 1320)

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 MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	003	20220907 1627 8077 3916	P PPSA
21	RECORD REFERENCED	FILE NUMBER	786487491	
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	BALLO CARRIERS INC.
25	OTHER CHANGE REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL		
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ADDRESS		
08	ADDRESS	COLLATERAL CLASSIFICATION		
10	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE MODEL	V.I.N.	
13	GENERAL COLLATERAL DESCRIPTION	THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED,		
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC.	TORONTO ON M8Z 1T5

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

CONTINUED... 73

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 : 73  
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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
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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				
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		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
10		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL COLLATERAL DESCRIPTION	INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS? ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL			
13	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

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

CONTINUED... 74

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
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 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cj2fv 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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TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM ZC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	03	003		20220907 1627 8077 3916	P PPSA
21	RECORD REFERENCED	FILE NUMBER	786487491		
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				
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		ADDRESS			
09	COLLATERAL CLASSIFICATION				
10	CONSUMER		MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
13	GENERAL COLLATERAL DESCRIPTION				
14					
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	REGISTRY = RECOVERY INC.	TORONTO	ON M8Z 1T5
16		1551 THE QUEENSWAY			

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

CONTINUED... 75

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)





RUN NUMBER : 194  
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 ID : 20240712130122.54

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 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
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REPORT : PSSR060  
 PAGE : 75  
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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  
 785647053

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20220809 1251 5064 1476	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02		BALLO CARRIERS INC.			
03		3 BELLEVILLE DRIVE		BRAMPTON	ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07					

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
08		MERIDIAN ONECAP CREDIT CORP.			
09		SUITE 1500, 4710 KINGSWAY		BURNABY	BC V5H 4M2

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	2018	KENWORTH	T680	1XKYD49X5JJ996023

13 GENERAL TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS  
 14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL  
 15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

REGISTERING AGENT	ADDRESS
16	ESC CORPORATE SERVICES LTD.
17	445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

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

CONTINUED... 76

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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( 1324)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
785647053

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20220809 1251 5064 1476		

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

10

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 AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

14

COLLATERAL

PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15

DESCRIPTION

DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

77

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c)1fv 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  
 785648898

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20220809 1309 5064 1498	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME  
 BALLO CARRIERS INC.

04 ADDRESS  
 2053 WILLIAMS PKWY, UNIT 30 BRAMPTON ON L6S 5T4  
 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  
 MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS  
 SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

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	2018 KENWORTH	T680	1XKYD49X3JJ996022

12 GENERAL COLLATERAL DESCRIPTION  
 TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING AGENT  
 ESC CORPORATE SERVICES LTD.

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

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

CONTINUED... 78

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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( 1326)

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  
785648898

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20220809 1309 5064 1498		

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN 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...

79

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



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

REPORT : PSSR060  
 PAGE : 79  
 ( 1327)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 785565945

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20220805 1400 5064 0082	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 BUSINESS NAME BALLO CARRIERS INC.

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 MERIDIAN ONECAP CREDIT CORP.

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY

BC V5H 4M2

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2014	DOONAN	53	1D9BV5327E1609072

13 GENERAL COLLATERAL DESCRIPTION TRAILER(S), TARP SYSTEM(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

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

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

CONTINUED... 80

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 : 80  
( 1328)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
785565945

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20220805 1400 5064 0082		

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 FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

13

14

15

REGISTERING AGENT

16

17

ADDRESS

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

CONTINUED...

81

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 : 81  
 ( 1329)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 778551714

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	3		20211126 1240 1793 6846	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME BALLO CARRIERS INC.

03

ADDRESS 3 BELLEVILLE DR BAMPTON

04

ONTARIO CORPORATION NO.  
 ON L6P1V7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

08

ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.  
 2019 GREAT DANE 53' COMBO 1GRDM0625KH102273

11

GENERAL COLLATERAL DESCRIPTION 2019 GREAT DANE 53' COMBO TANDEM FLATBED C/W ATTACHMENTS & ACCESSORIES INCLUDING A VERDUYN SLIDING TARP KIT. 1GRDM0625KH102273 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS,

13

GENERAL COLLATERAL DESCRIPTION

14

REGISTERING AGENT PPSA CANADA INC.

16

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 82

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 : 82  
( 1330)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
778551714

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20211126 1240 1793 6846		

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 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09 ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS  
14 COLLATERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR  
15 DESCRIPTION DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

16 REGISTERING AGENT

ADDRESS

17

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

CONTINUED...

83

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c)1fv 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 : 83  
( 1331)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
778551714

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20211126 1240 1793 6846		

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 INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

13

GENERAL COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

84

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 : 84  
 ( 1332)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 777587922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20211025 1058 1793 4490	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		BALLO CARRIERS INC.				
		ADDRESS	3 BELLEVILLE DR		BAMPTON	ON L6P1V7

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

SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS	2020 WINSTON PARK DRIVE, SUITE 301		OAKVILLE	ON L6H6X7

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 GREAT DANE	53' COMBO	1GRDM0629KH102275
	2022 GREAT DANE	53' COMBO	1GR4M0622NH328520

GENERAL COLLATERAL DESCRIPTION  
 2019 GREAT DANE 53' COMBO TANDEM AXLE FLATDECK C/W ATTACHMENTS & ACCESSORIES. 1GRDM0629KH102275  
 2022 GREAT DANE 53' COMBO TANDEM AXLE DEEP DROP STEPDECK C/W

REGISTERING AGENT	ADDRESS	CITY	PROV	POSTAL CODE
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

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

CONTINUED... 85

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 : 85  
( 1333)

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  
777587922

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
SCHEDULE NUMBER UNDER PERIOD  
002 4 20211025 1058 1793 4490

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 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK  
09 ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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 ATTACHMENTS  
14 COLLATERAL & ACCESSORIES. 1GR4M0622NH328520 TOGETHER WITH ALL ATTACHMENTS,  
15 DESCRIPTION ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16 REGISTERING AGENT  
17 ADDRESS

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

CONTINUED...

86

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 : 86  
( 1334)

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  
777587922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	003	4		20211025 1058 1793 4490		

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 MATURITY	NO FIXED MATURITY DATE
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER INCLUDED		OR	
10						

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

12

13 GENERAL COLLATERAL DESCRIPTION  
14 THERE TO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY  
15 FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

87

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 : 87  
( 1335)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
777587922

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20211025 1058 1793 4490		

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

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.

11

12

GENERAL COLLATERAL DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

13

14

15

REGISTERING AGENT

16

17

ADDRESS

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

CONTINUED...

88

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 : 88  
( 1336)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
774378369

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20210713 1340 1793 7591	P PPSA	6

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME BALLO CARRIERS INC.

03

ADDRESS 3 BELLEVILLE DR BAMPTON

04

ONTARIO CORPORATION NO. ON L6P1V7

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

08

ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.  
2022 FREIGHTLINER FM2 3AKJHHDR6NSMW4627

11

12

GENERAL COLLATERAL DESCRIPTION 1 X TRUCK 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

13

14

15

REGISTERING AGENT PPSA CANADA INC.

16

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 89

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 : 89  
( 1337)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
774378369

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20210713 1340 1793 7591		

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 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09

ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

COLLATERAL CLASSIFICATION

10

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12

VEHICLE

13 GENERAL DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR

14

COLLATERAL OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

15

DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

17

AGENT ADDRESS

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

CONTINUED... 90

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 : 90  
( 1338)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773961021

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20210629 1501 1793 6757	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
BALLO CARRIERS INC. <td></td> <td></td> <td></td> <td></td>				

02

03 DEBTOR NAME BUSINESS NAME BALLO CARRIERS INC.

04

ADDRESS 3 BELLEVILLE DR BRAMPTON

ONTARIO CORPORATION NO.  
ON L6P1V7

05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

06

07 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

09

09 ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
2021 WILSON	2021	WILSON	1080 FLATBED	1W15532A8M6629660
2021 WILSON	2021	WILSON	1080 FLATBED	1W15532AXM6629661

11

12

13

14

15

13 GENERAL COLLATERAL DESCRIPTION 2021 WILSON CD - 1080 FLATBED TRAILER C/W ATTACHMENTS AND ACCESSORIES 1W15532A8M6629660  
2021 WILSON CD - 1080 FLATBED TRAILER C/W ATTACHMENTS AND

16

16 REGISTERING AGENT PPSA CANADA INC.

17

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 91

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 : 91  
( 1339)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773961021

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20210629 1501 1793 6757		

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 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

ADDRESS 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION ACCESSORIES 1W15532AXM6629661 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

REGISTERING AGENT ADDRESS

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

CONTINUED... 92

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 : 92  
( 1340)

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  
773961021

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20210629 1501 1793 6757		

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	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

93

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 : 93  
( 1341)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773961021

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20210629 1501 1793 6757		

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

10

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 THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

94

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 : 94  
( 1342)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773365599

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20210610 1456 1793 5391	P PPSA	6

01

02 DEBTOR NAME: [REDACTED]  
 03 BUSINESS NAME: BALLO CARRIERS INC.  
 04 ADDRESS: 3 BELLEVILLE DR BRAMPTON ON L6P1V7  
 ONTARIO CORPORATION NO. [REDACTED]

05 DEBTOR NAME: [REDACTED]  
 06 BUSINESS NAME: [REDACTED]  
 07 ADDRESS: [REDACTED]  
 ONTARIO CORPORATION NO. [REDACTED]

08 SECURED PARTY / LIEN CLAIMANT: THE TORONTO-DOMINION BANK  
 09 ADDRESS: 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

COLLATERAL CLASSIFICATION

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

10

11 MOTOR VEHICLE: 2022 FREIGHTLINER PT126SLP 3AKJHHDR6NSMW4627  
 12 YEAR MAKE: 2022 FREIGHTLINER MODEL: PT126SLP V.I.N.: 3AKJHHDR8NSMW4628

13 GENERAL COLLATERAL DESCRIPTION: (2) 2022 FREIGHTLINER TRUCKS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

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... 95

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 : 95  
( 1343)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773365599

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20210610 1456 1793 5391		

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 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

08

ADDRESS

09

2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO

13

GENERAL COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

96

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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ID : 20240712130122.54

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

REPORT : PSSR060  
PAGE : 96  
( 1344)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773365599

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20210610 1456 1793 5391		

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	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 VEHICLE

12

GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL.

13

COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

97

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c)1fv 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 : 97  
( 1345)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773374446

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20210610 1702 1462 4283	P PPSA	6

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		BALLO CARRIERS INC.		

02

DEBTOR NAME

BUSINESS NAME

BALLO CARRIERS INC.

03

ADDRESS

3 BELLEVILLE DR

BRAMPTON

ONTARIO CORPORATION NO.

ON

L6P1V7

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT  
HITACHI CAPITAL CANADA CORP.

08

LIEN CLAIMANT

ADDRESS

3390 SOUTH SERVICE ROAD, SUITE 301

BURLINGTON

ON

L7N3J5

09

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 FREIGHTLINER	CASCADIA	3AKJHHR0KSJX9384

11

VEHICLE

GENERAL COLLATERAL DESCRIPTION  
THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

13

DESCRIPTION

REGISTERING AGENT  
PPSA CANADA INC. - (7945)

16

ADDRESS  
110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 98

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 : 98  
( 1346)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773374446

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20210610 1702 1462 4283	P PPSA	6

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

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

REGISTERING AGENT PPSA CANADA INC. - (7945)

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 99

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 : 99  
( 1347)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773374446

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20210610 1702 1462 4283	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

10

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 RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED

14

COLLATERAL COLLATERAL")

15

DESCRIPTION (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

16

REGISTERING PPSA CANADA INC. - (7945)

17

AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 100

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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 ID : 20240712130122.54

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

REPORT : PSSR060  
 PAGE : 100  
 ( 1348)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 773374446

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20210610 1702 1462 4283	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	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

GENERAL COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

13

14

15

REGISTERING AGENT PPSA CANADA INC. - (7945)

16

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 101

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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 ID : 20240712130122.54

PROVINCE OF ONTARIO  
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 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 101  
 ( 1349)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 773374446

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20210610 1702 1462 4283	P PPSA	6

01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

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 (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

16 REGISTERING AGENT PPSA CANADA INC. - (7945)

17

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 102

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  
PAGE : 102  
( 1350)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
773374446

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CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20210610 1702 1462 4283	P PPSA	6

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 IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

14

REGISTERING AGENT

PPSA CANADA INC. - (7945)

15

ADDRESS

110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

16

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

CONTINUED... 103

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 : 103  
 ( 1351)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 771889455

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20210426 1431 8077 5209	P PPSA	6

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BALLO CARRIERS INC.

04 ADDRESS 3 BELLEVILLE DR BRAMPTON ON L7P1V7 ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT VFS CANADA INC.

09 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
		X		X	X			X

11 MOTOR VEHICLE YEAR MAKE 2022 VOLVO MODEL VNR64T-640 V.I.N. 4V4WC9EH0NN286936

13 GENERAL COLLATERAL DESCRIPTION 2022 VOLVO VNR64T-640 S/N 4V4WC9EH0NN286936 C/W DEER BUMPER, INVERTER. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

16 REGISTERING AGENT REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 104

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 : 104  
( 1352)

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  
771889455

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	004		20210426 1431 8077 5209		

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

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 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... 105

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 : 105  
( 1353)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
771889455

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20210426 1431 8077 5209		

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

10

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 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... 106

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(cj1fv 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 : 106  
( 1354)

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  
771889455

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20210426 1431 8077 5209		

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 MATURITY	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED		OR	

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... 107

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 : 107  
 ( 1355)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 771280164

00

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20210406 1703 1462 8072	P PPSA	6

01

DEBTOR 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 L6P1V7

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 06MAY1980 BHUPINDERJOT SINGH BOPARAI

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS 230 DOUGALL AVE CALEDON

07

ONTARIO CORPORATION NO.  
 ON L7L3M7

SECURED PARTY / LIEN CLAIMANT  
 CONCENTRA BANK

08

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

09

COLLATERAL CLASSIFICATION

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

10

MOTOR YEAR MAKE MODEL V.I.N.  
 2018 GREAT DANE 53 TANDEM STEPDECK 1GRDM0623JH101685  
 VEHICLE 2018 GREAT DANE 53 TANDEM STEPDECK 1GRDM0620JH101708

11

12

GENERAL INCLUDING ALL ACCESSORIES AND ATTACHMENTS  
 COLLATERAL PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER,  
 DESCRIPTION INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,

13

14

15

REGISTERING AGENT CONCENTRA BANK

16

17

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

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

CONTINUED... 108

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 : 108  
( 1356)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
771280164

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20210406 1703 1462 8072	P PPSA	6

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

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 INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

16 REGISTERING AGENT CONCENTRA BANK

17

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

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

CONTINUED... 109

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 : 109  
( 1357)

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  
771280164

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD  
03 003 20210406 1703 1462 8072 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 COLLATERAL CLASSIFICATION - EQUIPMENT  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING CONCENTRA BANK  
AGENT ADDRESS C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA SK S4P3G8

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

CONTINUED... 110

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 : 110  
( 1358)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
771077547

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20210331 0837 1590 7644	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME BALLO CARRIERS INC.

ADDRESS 3 BELLEVILLE DRIVE BRAMPTON

ONTARIO CORPORATION NO.  
ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

ADDRESS BRANCH #1893, 4499 HIGHWAY 7, 2ND FLOOR VAUGHAN

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	X	X	X	X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT GOWLING WLG (CANADA) LLP - HAMILTON

ADDRESS ONE MAIN STREET WEST HAMILTON ON L8P 4Z5

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

CONTINUED... 111

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 : 111  
 ( 1359)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 776702877

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20210318 1432 8077 3313	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 L7P1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS				
08		VFS CANADA INC.			
09	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
		X	X	X			X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2022 VOLVO	VNR64T-640	4V4WC9EH3NN286932
12			

13 GENERAL 2022 VOLVO VNR64T-640 S/N 4V4WC9EH3NN286932 C/W DEER BUMPER,  
 14 COLLATERAL INVERTER. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL  
 15 DESCRIPTION PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

REGISTERING AGENT	REGISTRY = RECOVERY INC.	ADDRESS			
16		1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5
17					

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

CONTINUED... 112

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 : 112  
( 1360)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
770702877

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	004		20210318 1432 8077 3313		

01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04

04 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

09 ADDRESS

COLLATERAL CLASSIFICATION

10

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 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,

16 REGISTERING AGENT

17

17 ADDRESS

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

CONTINUED... 113

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 : 113  
( 1361)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
770702877

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	004		20210318 1432 8077 3313		

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 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			

GENERAL COLLATERAL DESCRIPTION	INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
13	

REGISTERING AGENT	ADDRESS
16	

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

CONTINUED... 114

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 : 114  
( 1362)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
770702877

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20210318 1432 8077 3313		

01

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

CONSUMER GOODS	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

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 115

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 : 115  
 ( 1363)

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  
 768752082

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	004		20201222 1033 8077 9642	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BALLO CARRIERS INC.

04 ADDRESS 3 BELLEVILLE DR BRAMPTON ON L7P1V7 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 / VFS CANADA INC.  
 LIEN CLAIMANT

09 ADDRESS 238 WELLINGTON ST. E. 3RD FLR. AURORA ON L4G 1J5

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.  
 12 VEHICLE 2021 VOLVO VNL64T-760 4V4NC9EH9MN279350

13 GENERAL 2021 VOLVO VNL64T-760 S/N 4V4NC9EH9MN279350 C/W DEER BUMPER,  
 14 COLLATERAL INVERTER. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL  
 15 DESCRIPTION PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,

16 REGISTERING REGISTRY = RECOVERY INC.  
 AGENT

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 116

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 : 116  
( 1364)

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  
768752082

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	004		20201222 1033 8077 9642		

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	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10						

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			

12

13 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,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(c)1fv 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 : 117  
( 1365)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
768752082

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	004		20201222 1033 8077 9642		

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	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

08

09

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

11

12

13

14

15

16

17

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

REGISTERING AGENT	ADDRESS

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

CONTINUED... 118

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 : 118  
( 1366)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
768752082

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	004		20201222 1033 8077 9642		

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	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

GENERAL COLLATERAL DESCRIPTION

12

REGISTERING AGENT

13

ADDRESS

14

ADDRESS

15

ADDRESS

16

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

CONTINUED... 119

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 : 119  
 ( 1367)

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  
 768511566

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20201211 1632 8077 9187	P PPSA	6

02 DEBTOR NAME  
 03 BUSINESS NAME  
 04 ADDRESS  
 05 DATE OF BIRTH  
 06 FIRST GIVEN NAME  
 07 INITIAL  
 08 SURNAME

BALLO CARRIERS INC.

BRAMPTON

ONTARIO CORPORATION NO.  
 ON L7P1V7

05 DEBTOR NAME  
 06 BUSINESS NAME  
 07 ADDRESS  
 08 DATE OF BIRTH  
 09 FIRST GIVEN NAME  
 10 INITIAL  
 11 SURNAME

VFS CANADA INC.

AURORA

ONTARIO CORPORATION NO.

ON L4G 1J5

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE  
 12 YEAR MAKE MODEL V.I.N.  
 2021 VOLVO VNL64T-760 4V4NC9EH4MN279224

13 GENERAL COLLATERAL DESCRIPTION  
 14 THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL  
 15 PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES,  
 ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR

16 REGISTERING AGENT  
 17 REGISTRY = RECOVERY INC.

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 120

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 : 120  
( 1368)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
768511566

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20201211 1632 8077 9187		

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 ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED... 121

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 : 121  
( 1369)

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  
768511566

01 CAUTION PAGING TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
03 003 20201211 1632 8077 9187

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 INSURANCE PROCEEDS

14 COLLATERAL DESCRIPTION  
15

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 122

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 : 122  
 ( 1370)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 766488159

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20201006 1026 1532 9713	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BALLO CARRIERS INC. <td></td> <td></td> <td></td> <td></td> <td>2048378</td>					2048378
		3 BELLEVILLE DRIVE		BRAMPTON	ON L6P 1V7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
BHUPINDERJOT	06MAY1980		S	BOPARAI	
		230 DOUGALL AVE.		CALEDON	ON L7C 3M7

SECURED PARTY / LIEN CLAIMANT	ADDRESS	LOCATION	ON	NO.
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			X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2018 REITNOUER	53 STEP DECK TRAIL	1RND53A2XJR043419

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT	ADDRESS	LOCATION	ON	NO.
D + H LIMITED PARTNERSHIP	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

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

CONTINUED... 123

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 : 123  
 ( 1371)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 766278774

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	5		20200930 1035 1902 1718	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.	ADDRESS	CITY	PROV	POSTAL
02		BALLO CARRIERS INC.					230 DOUGALL AVE	CALEDON	ON	L7C 3M7
03		BALLO CARRIERS INC.					3 BELLEVILLE DR	BRAMPTON	ON	L6P 1V7
04		BALLO CARRIERS INC.					102-1465 NORTH SERVICE RD E	OAKVILLE	ON	L6H 1A7
05		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								
06		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								
07		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								
08		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								
09		BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.								

COLLATERAL CLASSIFICATION

CONSUMER GOODS	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X			X		29SEP2026	

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2021 WILSON	FLATBED TRAILER	1W15532A4M6629669

13 GENERAL DESCRIPTION  
 14 COLLATERAL DESCRIPTION  
 15 PURSUANT TO LEASE AGREEMENT 50011386, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50011386 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT  
 17 ESC CORPORATE SERVICES LTD.  
 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 124

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 : 124  
( 1372)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
766278774

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20200930 1035 1902 1718		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	06MAY1980	BHUPINDERJOT		BOPARAI

02

03

04

BUSINESS NAME

ADDRESS

230 DOUGALL AVE

CALEDON

ONTARIO CORPORATION NO.

ON L7C 3M7

05

06

07

08

09

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	MATURITY DATE

10

11

12

13

14

15

16

17

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

GENERAL COLLATERAL DESCRIPTION

ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

REGISTERING AGENT

ADDRESS

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

CONTINUED... 125

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 : 125  
( 1373)

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  
766278774

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20200930 1035 1902 1718		

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13 GENERAL COLLATERAL DESCRIPTION  
EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY

16 REGISTERING AGENT  
ADDRESS

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

CONTINUED... 126

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 : 126  
 ( 1374)

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  
 766278774

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20200930 1035 1902 1718		

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2021

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 127

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 : 127  
( 1375)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
766278774

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20200930 1035 1902 1718		

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	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  
WILSON FLATBED TRAILER 2021 WILSON FLATBED TRAILER

13

REGISTERING AGENT

14

ADDRESS

15

ADDRESS

16

ADDRESS

17

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

CONTINUED... 128

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 : 128  
 ( 1376)

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	001	1		20201001 1745 1902 2272	
21	RECORD REFERENCED	FILE NUMBER	766278774		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BALLO CARRIERS INC.		
25	OTHER CHANGE				
26	REASON/	AMEND DEBTOR FROM BHUPINDERJOT BOPARAI 230 DOUGALL AVE CALEDON, ON,			
27	DESCRIPTION	L7C3M7 (DOB 1980-05-06) TO BHUPINDERJOT S BOPARAI 230 DOUGALL AVE			
28		CALEDON, ON, L7C3M7 (DOB 1980-05-06)			
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05		06MAY1980	BHUPINDERJOT	S	BOPARAI
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	230 DOUGALL AVE		CALEDON	ON L7C 3M7
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09		ADDRESS			
	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	ESC CORPORATE SERVICES LTD.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	201-1325 POLSON DRIVE	VERNON	BC V1T 8H2

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

CONTINUED... 129

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 : 129  
 ( 1377)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 765452745

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20200904 0858 4085 3174	P PPSA	06

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
BUSINESS NAME		BALLO CARRIERS INC.		

02

DEBTOR NAME

BUSINESS NAME

BALLO CARRIERS INC.

03

ADDRESS

3 BELLEVILLE DRIVE

BRAMPTON

ONTARIO CORPORATION NO. 2048378

ON L6P 1V7

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
BUSINESS NAME	06MAY1980	BHUPINDERJOT	S	BOPARAI

05

DEBTOR NAME

BUSINESS NAME

BHUPINDERJOT

06

ADDRESS

230 DOUGALL AVE.

CALEDON

ONTARIO CORPORATION NO.

ON L7C 3M7

07

SECURED PARTY / LIEN CLAIMANT

RIORDAN LEASING INC.

08

ADDRESS

1158 KING ST. E

KITCHENER

ON N2G2N4

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  
 2021 WILSON

MODEL  
 53' FLAT BED TRAILER

V.I.N.  
 1W15532A1M6629662

11

VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

D + H LIMITED PARTNERSHIP

16

ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON L4Z 1H8

17

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

CONTINUED... 130

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 : 130  
( 1378)

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  
765346554

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20200901 1702 1462 2951	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME BALLO CARRIERS INC.

04 ADDRESS 230 DOUGALL AVE CALEDON

ONTARIO CORPORATION NO.  
ON L7C3M7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT HITACHI CAPITAL CANADA CORP.

09 ADDRESS 3390 SOUTH SERVICE ROAD, SUITE 301 BURLINGTON

ON L7N3J5

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.  
2020 VOLVO VNL 740 4V4NC9EH9LN230079

12 VEHICLE

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

16 REGISTERING PPSA CANADA INC. - (7945)

17 AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 131

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 : 131  
( 1379)

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  
765346554

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20200901 1702 1462 2951	P PPSA	6

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

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. - (7945)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 132

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 : 132  
( 1380)

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  
765346554

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20200901 1702 1462 2951	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 RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL")  
14 (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

16 REGISTERING AGENT PPSA CANADA INC. - (7945)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 133

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 : 133  
( 1381)

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  
765346554

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20200901 1702 1462 2951	P PPSA	6

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL  
14 COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION  
15 DESCRIPTION OF THE EQUIPMENT

16 REGISTERING AGENT PPSA CANADA INC. - (7945)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 134

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(or11fv 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 : 134  
( 1382)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
765346554

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20200901 1702 1462 2951	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 (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,

13

14

15

REGISTERING AGENT PPSA CANADA INC. - (7945)

16

AGENT

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 135

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 : 135  
( 1383)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
765346554

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20200901 1702 1462 2951	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	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 VEHICLE

12

GENERAL COLLATERAL DESCRIPTION IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

13

14

15

REGISTERING AGENT

PPSA CANADA INC. - (7945)

16

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

17

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

CONTINUED... 136

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 : 136  
 ( 1384)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 765279324

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20200831 1105 8077 4255	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

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

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 2020 VOLVO MODEL VNR64T-640 V.I.N. 4V4WC9EH2LN249786

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR

13

DESCRIPTION

14

REGISTERING AGENT REGISTRY = RECOVERY INC.

15

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

16

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

CONTINUED... 137

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 : 137  
 ( 1385)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
 FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 765279324

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20200831 1105 8077 4255		

01

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

03

ONTARIO CORPORATION NO.

04

ADDRESS

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

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

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL COLLATERAL DESCRIPTION ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND

16

REGISTERING AGENT

ADDRESS

17

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

CONTINUED... 138

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  
PAGE : 138  
( 1386)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : BALLO CARRIERS INC.  
FILE CURRENCY : 11JUL 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
765279324

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20200831 1105 8077 4255		

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

INSURANCE PROCEEDS

14

REGISTERING AGENT

15

ADDRESS

16

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

CONTINUED... 139

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 : 139  
 ( 1387)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS 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	
506788299	20240627	1403	2758	4795	
506570247	20240620	1349	1901	7496	
506537856	20240619	1606	1793	4448	
502904385	20240222	1056	2758	3301	
502837416	20240220	1240	2758	3294	
502733943	20240214	1541	2758	3257	
502734825	20240214	1621	2758	3258	
502734879	20240214	1624	2758	3259	
797603382	20230928	1138	1532	3477	
794692503	20230626	1702	1462	4553	
794534058	20230621	1018	1031	9102	
794197566	20230609	1843	1532	5772	
793944369	20230602	1255	4085	4819	
792851013	20230501	1208	1901	3243	
791622495	20230321	0854	1793	2889	
790797933	20230215	1701	1462	6719	
789857559	20230110	1026	8077	7263	
788230494	20221107	0806	1532	2213	
787504275	20221012	1404	1462	4463	
787171824	20220929	1708	1462	0395	
786749913	20220916	0937	5064	9640	
786487491	20220907	1027	8077	3891	
785647053	20220809	1251	5064	1476	
785648898	20220809	1309	5064	1498	
785565945	20220805	1400	5064	0082	
778551714	20211126	1240	1793	6846	
777587922	20211025	1058	1793	4490	
774378369	20210713	1340	1793	7591	
773961021	20210629	1501	1793	6757	
773365599	20210610	1456	1793	5391	
		20230111	1027	8077	7307
		20220907	1627	8077	3916

CONTINUED... 140

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 : 140  
 ( 1388)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : BALLO CARRIERS 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
773374446	20210610 1702 1462 4283			
771889455	20210426 1431 8077 5209			
771280164	20210406 1703 1462 8072			
771077547	20210331 0837 1590 7644			
770702877	20210318 1432 8077 3313			
768752082	20201222 1033 8077 9642			
768511566	20201211 1632 8077 9187			
766488159	20201006 1026 1532 9713			
766278774	20200930 1035 1902 1718	20201001 1745 1902 2272		
765452745	20200904 0858 4085 3174			
765346554	20200901 1702 1462 2951			
765279324	20200831 1105 8077 4255			

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

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR  
 DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)

This is **Exhibit "N"** 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 horizontal dotted line.

.....  
A Commissioner for Taking Affidavits

LAND  
REGISTRY  
OFFICE #43

19416-0017 (LT)

PREPARED FOR LLossner  
ON 2024/06/13 AT 14:45:47

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY 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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/10/23

OWNERS' NAMES

1000228842 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/10/23 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/10/23**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/10/20 **</b></p>						
LT382800	1982/06/30	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT1048942	1989/09/07	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON	C
LT1167318	1990/10/30	DECLARATION CONDO			AIR-WILL BUSINESS CENTRE LTD.	C
LT1183423	1990/12/18	BYLAW				C
		REMARKS: NO. 1				
LT1183424	1990/12/18	BYLAW				C
		REMARKS: NO. 2				
LT1183425	1990/12/18	BYLAW				C
		REMARKS: NO. 3				
LT1183426	1990/12/18	BYLAW				C
		REMARKS: NO. 4				
LT1295935	1992/02/07	TRANSFER		*** COMPLETELY DELETED ***	GASPO CONSTRUCTION LTD.	
LT1295936	1992/02/07	CHARGE		*** COMPLETELY DELETED ***	AIR-WILL BUSINESS CENTRE LTD.	
LT1637129	1996/06/03	TRANS POWER SALE		*** COMPLETELY DELETED *** AIR-WILL BUSINESS CENTRE LTD.	W. SUNLEY INVESTMENTS INC.	
LT1637130	1996/06/03	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #43

19416-0017 (LT)

PREPARED FOR LLossner  
ON 2024/06/13 AT 14:45:47

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT1819723	1998/04/01	TRANSFER OF CHARGE		W. SUNLEY INVESTMENTS INC. *** COMPLETELY DELETED *** AIR-WILL BUSINESS CENTRE LTD.	AIR-WILL BUSINESS CENTRE LTD.  TURTEL, MICHAEL TURTEL, MARSHA	
	REMARKS: LT1637130					
LT1868358	1998/09/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** TURTEL, MICHAEL TURTEL, MARSHA		
	REMARKS: RE: LT1637130					
LT1868359	1998/09/18	TRANSFER		*** COMPLETELY DELETED *** W. SUNLEY INVESTMENTS INC.	NEW WAY INVESTMENTS LIMITED	
PR684996	2004/07/27	CHARGE		*** COMPLETELY DELETED *** NEW WAY INVESTMENTS LIMITED	ITALIAN CANADIAN SAVINGS & CREDIT UNION LIMITED	
PR684997	2004/07/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NEW WAY INVESTMENTS LIMITED	ITALIAN CANADIAN SAVINGS & CREDIT UNION LIMITED	
	REMARKS: PR684996					
PR1099633	2006/07/18	CHARGE		*** COMPLETELY DELETED *** NEW WAY INVESTMENTS LIMITED	VOLF, ALOJZ LOUIS VOLF, DONNA	
PR1132734	2006/09/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** ITALIAN CANADIAN SAVINGS & CREDIT UNION LIMITED		
	REMARKS: RE: PR684996					
PR1468750	2008/05/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** VOLF, ALOJZ LOUIS VOLF, DONNA		
	REMARKS: RE: PR1099633					
PR1468751	2008/05/30	TRANSFER		*** COMPLETELY DELETED *** NEW WAY INVESTMENTS LIMITED	2118815 ONTARIO LIMITED	
PR1516871	2008/08/20	CHARGE		*** COMPLETELY DELETED *** 2118815 ONTARIO LIMITED	796735 ONTARIO LIMITED	
PR1557492	2008/10/24	NO CHNG ADDR CONDO		PEEL CONDOMINIUM CORPORATION NO. 416		C
PR1622640	2009/04/03	CHARGE		*** COMPLETELY DELETED *** 2118815 ONTARIO LIMITED	ROYAL BANK OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1625668	2009/04/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** 796735 ONTARIO LIMITED		
	REMARKS: RE: PR1516871					
PR2445397	2013/10/09	NO CHNG ADDR CONDO		PEEL CONDOMINIUM CORPORATION NO. 416		C
PR2495366	2014/02/03	CONDO LIEN/98		*** COMPLETELY DELETED *** PEEL CONDOMINIUM CORPORATION NO. 416		
PR2500866	2014/02/20	DIS CONDO LIEN		*** COMPLETELY DELETED *** PEEL CONDOMINIUM CORPORATION NO. 416		
	REMARKS: PR2495366.					
PR2777794	2015/08/31	CHARGE		*** COMPLETELY DELETED *** 2118815 ONTARIO LIMITED	ROYAL BANK OF CANADA	
PR3046152	2016/12/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: PR1622640.					
PR3783076	2021/02/16	TRANSFER		*** COMPLETELY DELETED *** 2118815 ONTARIO LIMITED	9819746 CANADA INCORPORATED	
PR3783077	2021/02/16	CHARGE		*** COMPLETELY DELETED *** 9819746 CANADA INCORPORATED	CANADIAN IMPERIAL BANK OF COMMERCE	
PR3783078	2021/02/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9819746 CANADA INCORPORATED	CANADIAN IMPERIAL BANK OF COMMERCE	
	REMARKS: PR3783077					
PR3790023	2021/02/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: PR2777794.					
PR4072557	2022/06/20	CHARGE		*** COMPLETELY DELETED *** 9819746 CANADA INCORPORATED	2381042 ONTARIO LTD	
PR4072560	2022/06/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9819746 CANADA INCORPORATED	2381042 ONTARIO LTD.	
	REMARKS: PR4072557					
PR4172823	2023/02/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2381042 ONTARIO LTD		
	REMARKS: PR4072557.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #43

19416-0017 (LT)

PREPARED FOR LLossner  
ON 2024/06/13 AT 14:45:47

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR4173362	2023/02/22	TRANSFER	\$1,005,000	9819746 CANADA INCORPORATED	1000228842 ONTARIO INC.	C
PR4173363	2023/02/22	CHARGE	\$750,000	1000228842 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
PR4173364	2023/02/22	NO ASSGN RENT GEN <i>REMARKS: PR4173363</i>		1000228842 ONTARIO INC.	THE TORONTO-DOMINION BANK	C
PR4223946	2023/07/14	DISCH OF CHARGE <i>REMARKS: PR3783077.</i>		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
PR4290248	2024/01/05	CHARGE	\$200,000	1000228842 ONTARIO INC.	2418338 ONTARIO INC.	C
PR4327321	2024/04/30	CONDO LIEN/98	\$4,022	PEEL CONDOMINIUM CORPORATION NO. 416		C

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

**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* 2131 WILLIAMS PKY 17 UNIT  
 BRAMPTON

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* 2418338 ONTARIO INC.  
*Address for Service* 48 Condorvalley Crescent, Brampton, ON L6P 2T7

**Statements**

Schedule: See Schedules

The text added or imported if any, is legible and relates to the parties in this document.

**Provisions**

*Principal* \$200,000.00 *Currency* CDN  
*Calculation Period* Monthly, not in advance  
*Balance Due Date* 2024/07/05  
*Interest Rate* 13%  
*Payments* \$2,166.67  
*Interest Adjustment Date* 2024 01 05  
*Payment Date* 5th day of each and every month  
*First Payment Date* 2024 02 05  
*Last Payment Date* 2024 07 05  
*Standard Charge Terms* 200033  
*Insurance Amount* See standard charge terms  
*Guarantor* Boparai, Singh Mukhtar

**Signed By**

Jagteshwar Singh Chahal 508-7900 HURONTARIO STREET, acting for Signed 2024 01 05  
 BRAMPTON Chargor(s)  
 L6Y 0P6

Tel 905-453-3030

Fax 905-453-3031

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CHAHAL LAW OFFICE 508-7900 HURONTARIO STREET, 2024 01 05  
 BRAMPTON  
 L6Y 0P6

Tel 905-453-3030

Fax 905-453-3031



The applicant(s) hereby applies to the Land Registrar.

<b>Fees/Taxes/Payment</b>
---------------------------

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

Schedule "A"

1. When not in default, the Mortgagor shall have the right to prepay the total amount of principal hereby secured, on any payment date with three months interest penalty. While in default, at the time of payout of this mortgage by borrower, the borrower shall be obligated to pay a penalty equal to three months interest, apart from other amounts due under this mortgage.
2. The Liability of individual Mortgagors towards the mortgage shall be joint and several. In case of inability to pay or unwillingness to pay or absence or death of any of the mortgagor(s), the remaining mortgagor(s) shall be fully responsible for the payment of full amount of Mortgage Loan.
3. In the event of sale, conveyance, or transfer of title of the property secured (in part(s) or as a whole), as described in the Mortgage Commitment, to a purchaser, grantee, transferee, mortgagee or to any other person for any reason whatsoever, or a transfer of title by any of the Mortgagor(s) to the other Mortgagor(s) with or without consideration, without the written approval of the Mortgagee, then at the sole option of the the mortgagee, all the monies hereby secured shall forthwith become due and payable.
4. There will be charge of \$850.00 for each collection letter written in connection with one default or more, a charge of \$500.00 for each NSF Cheque or late payment of the monthly installment/dues plus a penalty of \$20.00 per day commencing due date of monthly installment to the date payment is actually received by Lender, a charge of \$350.00 every time a mortgage statement is provided on request of the mortgagor, and a fee of \$1000.00 plus HST plus registration fee to discharge the mortgage from title.
5. In the event that, the mortgagee receives notice that, the Insurance coverage on the property has or is about to be cancelled, the mortgagee shall have the right to place a new policy of insurance on the subject property without notice to the Mortgagor and shall add the cost thereof, with an administration charge of \$350.00 to the principal amount outstanding.
6. In the event that, the mortgagee receives notice that, the Realty Taxes on the subject property are in arrears, the mortgagee shall have the right to pay any such arrears without notice to the Mortgagor and shall add the cost thereof, with an administration charge of \$350.00 to the principal amount outstanding.
7. In the event that the amount due under the Mortgage/Charge is not paid, and the mortgage is not discharged from title within fifteen business days of its maturity date, a penalty in the amount of \$1,000.00 plus \$20.00 per day from maturity date to the date this mortgage is fully paid will be added to the payout amount along with other outstanding dues, in addition to any other sum to which the mortgagee is entitled in accordance with the provisions of this mortgage. The penalty under this clause may be waived by the Mortgagee at his/her sole discretion.
8. Should the mortgagee take any proceedings as provided in the within mortgage by reason of the mortgagor's default, the mortgagee shall be entitled to add to the mortgage account a service fee of five thousand dollars (\$5,000.00) in addition to all other fees, costs, claims or demands to which the mortgagee is also entitled. If the mortgagee obtains possession of property pursuant to the said legal proceedings, a sum of one hundred dollars (\$100.00) per day will be added to the payout amount as administration fee apart from other necessary expenses, from the date of possession to the date of sale.
9. In the Mortgage Commitment, including this Schedule "A", the words, Lender and Mortgagee may have been used interchangeably, so are the words Borrower and Mortgagor. The words in the singular number include the plural, words in the plural include the singular, and words importing the use of any gender shall include all genders and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
10. The terms and conditions mentioned above are in addition to the terms and conditions mentioned in the mortgage commitment pertaining to this mortgage. In the event of any conflict between the two, the mortgagee/lender has right to choose which document (Schedule A. or mortgage commitment) will prevail.

NB, SB

2/1/9

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

**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

**Consideration**

*Consideration* \$4,022.11

**Claimant(s)**

*Name* PEEL CONDOMINIUM CORPORATION NO. 416  
*Address for Service* c/o MILLER THOMSON LLP  
Barristers and Solicitors  
40 King Street West, Suite 5800  
Toronto, Ontario | M5H 3S1

The identified Condominium Corporation certifies that it has a lien under the Condominium Act against the above unit/property for: (a) unpaid common expenses in the amount of \$4,022.11 as of the date of this certificate; (b) the amount by which the owner defaults in the obligation to contribute, after the registration of this certificate, to the common expenses which include all amounts that under the Act are added to or form part of the common expenses; and (c) all interest owing and all reasonable legal costs and reasonable expenses that the Condominium Corporation incurs in connection with the collection or attempted collection of the amounts described in clauses (a) and (b), including the costs of preparing and registering this certificate of lien and a discharge of it. Upon payment of the amounts described above, the Condominium Corporation shall prepare and register a discharge of this certificate of lien and shall advise the owner in writing of the particulars of registration. This lien does not secure payments of common expenses that became due more than three months before the date of registration of this certificate.

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.

**Signed By**

Sandra Gareau 40 King Street West, Suite 5800 acting for Signed 2024 04 30  
Toronto Applicant(s)  
M5H 3S1

Tel 416-595-8500

Fax 416-595-8695

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MILLER THOMSON 40 King Street West, Suite 5800 2024 04 30  
Toronto  
M5H 3S1

Tel 416-595-8500

Fax 416-595-8695

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.95

*Total Paid* \$69.95

**Tax Certificate**

2 Wellington Street West  
Brampton, ON L6Y 4R2  
T: 311 or 905.874.2000 F: 905.874.2296  
www.brampton.ca/contact

No: 102431 Fee Paid: \$70.00  
Date: June 17, 2024

FOGLER, RUBINOFF LLP  
77 KING STREET WEST  
SUITE 3000, PO BOX 95  
TD CENTRE  
TORONTO ON M5K 1G8  
CANADA

Roll No: 10-12-0-002-16973-0000  
Location: 2131 WILLIAMS PKY 17  
Description: PEEL CONDO PLAN 416 LVL 1 UN  
17  
Owner: 1000228842 ONTARIO INC  
Reference:

**Levy Information**

Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2024	3,430.00						3,430.00
2023		6,860.16					6,860.16

**Tax Information****\* Future Instalments**

Year	Tax Owing	Pen/Int Owing	Total Owing	
2024	3,440.17	171.53	3,611.70	
2023				
2022				
2021 & Prior				
Sub Total	3,440.17	171.53	3,611.70	
Tax Loans				
Total	3,440.17	171.53	3,611.70	

**Collection Activity**

Note: The amounts shown above represent the status of the account as of the date of production only and are subject to change. Please contact the Brampton Tax Office (905-874-2200) for an update on amounts owing prior to preparing any remittance.

I hereby certify that this statement shows all arrears of taxes against the lands described hereon, and proceedings have (not) been commenced under the Municipal Tax Sales Act Part XI, Sale of Land for Tax Arrears, Municipal Act 2001. Subsequent additional levies for the current year or prior years under the provisions of the Assessment Act, the Municipal Act or other statutes, including those resulting from outstanding assessment and tax appeals, are not included.

For Treasurer: \_\_\_\_\_

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



.....  
A Commissioner for Taking Affidavits



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: rmoses@foglers.com

February 5, 2024

Our File No. 240576

**VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca); [boparai3045@gmail.com](mailto:boparai3045@gmail.com))**

**PERSONAL AND CONFIDENTIAL**

**1000228842 Ontario Inc.**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

**Attention: Nawabbir Singh Boparai and Bhupinderjot Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 5, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the revolving Operating Loan 9220104-01, in the amount of \$630,652.43, comprising principal in the amount of \$630,000.00 and accrued interest to and including February 5, 2024 in the amount of \$652.43. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2.25% per annum; and
2. in respect of the TD Visa facility ending in 4096, in the amount of \$56,805.50. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than February 15, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

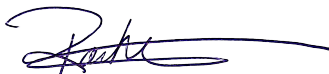
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to February 15, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm  
Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**PERSONAL & CONFIDENTIAL  
REGISTERED MAIL AND ORDINARY MAIL**

**TO: 1000328842 ONTARIO INC.,** an insolvent person

**TAKE NOTICE THAT:**

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

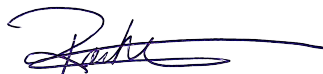
2. The security that is to be enforced is in the form of a General Security Agreement dated February 21, 2023 executed by 1000328842 Ontario Inc.
3. The total amount of indebtedness secured by the security as at February 5, 2024 is \$687,457.93, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 5<sup>th</sup> day of February, 2024.

**THE TORONTO-DOMINION BANK**

by its solicitors, FOGLER, RUBINOFF LLP

Per:



\_\_\_\_\_  
**Rachel Moses**





Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 5, 2024

Our File No. 240576

**VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com); [nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**PERSONAL AND CONFIDENTIAL**

**Ballo Carriers Inc.**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

**Attention: Bhupinderjot Singh Boparai and Nawabbir Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a credit facilities agreement dated February 15, 2013 between the Bank and the Company (the "**Credit Agreement**"), establishing, among other credit facilities: (i) an operating loan in the amount of \$650,000.00 (Operating Loan 9220104-01) and ii) a TD Visa Business facility in the amount of \$55,000.00 (Visa Card ending in 4096).

As you are no doubt aware, the indebtedness owing by the Company to the Bank in connection with the Operating Loan and the Visa Facility, established under the Credit Agreement, are repayable on demand.

We have been advised by the Bank that as at February 5, 2024, the Company is indebted to it as follows:

1. in respect of the Operating Loan 9220104-01, in the amount of \$630,652.43, comprising principal in the amount of \$630,000.00 and accrued interest to and including February 5, 2024 in the amount of \$652.43. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2.25% per annum;

and

2. in respect of the TD Visa Card ending in 4096, in the amount of \$56,805.50. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We are further advised that the Company is indebted to the Bank in respect of Loan 7921048-01 advanced under the Canada Emergency Business Account ("**CEBA**") in the amount of \$60,000.00. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with the terms and conditions you accepted pursuant to your participation in the CEBA program.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than February 15, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

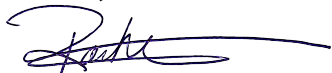
We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to February 15, 2024 without further notice to the Company if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

**FOGLER, RUBINOFF LLP**

A handwritten signature in blue ink, appearing to read 'Rachel', with a long horizontal flourish extending to the right.

Rachel Moses  
Partner  
RM/hm

Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**PERSONAL & CONFIDENTIAL  
REGISTERED MAIL AND ORDINARY MAIL**

**TO: BALLO CARRIERS INC.,** an insolvent person

**TAKE NOTICE THAT:**

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

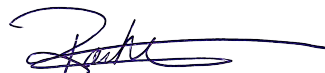
2. The security that is to be enforced is in the form of a General Security Agreement dated March 29, 2021 executed by Ballo Carriers Inc.
3. The total amount of indebtedness secured by the security as at February 5, 2024 is \$687,457.93, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 5<sup>th</sup> day of February, 2024.

**THE TORONTO-DOMINION BANK**

by its solicitors, FOGLER, RUBINOFF LLP

Per:



\_\_\_\_\_  
**Rachel Moses**



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 5, 2024

Our File No. 240576

**VIA REGULAR AND REGISTERED MAIL  
AND BY EMAIL ([BOPARAI3045@GMAIL.COM](mailto:BOPARAI3045@GMAIL.COM))**

**PERSONAL AND CONFIDENTIAL**

**Bhupinderjot Singh Boparai**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated March 29, 2021.

As at February 5, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the revolving Operating Loan 9220104-01, in the amount of \$630,652.43, comprising principal in the amount of \$630,000.00 and accrued interest to and including February 5, 2024 in the amount of \$652.43. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2.25% per annum.
2. in respect of the TD Visa facility ending in 4096, in the amount of \$56,805.50. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank;

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **February 15, 2024** of the sum of \$687,457.93, plus interest accruing thereon and under your unlimited guarantee of advances from the date hereof up until the date of

payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

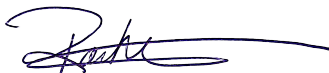
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated March 29, 2021.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to February 15, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 5, 2024

Our File No. 240576

**VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**PERSONAL AND CONFIDENTIAL**

**Nawabbir Singh Boparai**  
3 Belleville Drive  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 5, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the revolving Operating Loan 9220104-01, in the amount of \$630,652.43, comprising principal in the amount of \$630,000.00 and accrued interest to and including February 5, 2024 in the amount of \$652.43. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 2.25% per annum; and
2. in respect of the TD Visa facility ending in 4096, in the amount of \$56,805.50. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **February 15, 2024** of the sum of \$687,457.93, plus interest accruing thereon and under your unlimited guarantee of advances from the date hereof up until the date of

payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated February 21, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to February 15, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa



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



.....  
A Commissioner for Taking Affidavits



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 21, 2024

Our File No. 240576

**VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com); [nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**PERSONAL AND CONFIDENTIAL**

**1000228842 Ontario Inc.**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

**Attention: Bhupinderjot Singh Boparai and Nawabbir Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 21, 2024, the Company is indebted to the Bank in respect of facilities advanced under the Master Equipment Lease No. T000006070 between TD Equipment Finance Canada ("TDEF") and the Company dated June 29, 2021 in the following amounts:

1. in respect of TDEF #21011230 in the amount of \$58,851.67;
2. in respect of TDEF #21012290 in the amount of \$102,568.46;
3. in respect of TDEF #21018500 in the amount of \$82,671.89;
4. in respect of TDEF #21020460 in the amount of \$32,534.55; and,
5. in respect of TDEF #23007210 in the amount of \$143,309.21.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 4, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

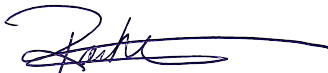
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm

Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**PERSONAL & CONFIDENTIAL**  
**REGISTERED MAIL, ORDINARY MAIL AND EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com);  
[nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**TO: 1000328842 ONTARIO INC.**, an insolvent person

**TAKE NOTICE THAT:**

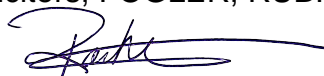
1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
  - real property municipally known as Unit 17-2131 Williams Parkway, Brampton, ON (the "**Property**")
2. The security that is to be enforced is in the form of:
  - a General Security Agreement dated February 21, 2023 executed by 1000328842 Ontario Inc.
  - a Charge/Mortgage of Land in the amount of \$750,000.00 registered against the Property on February 22, 2023 as Instrument No. PR4173363.
  - General Assignment of Rents and Leases dated February 21, 2023 registered against the Property on February 22, 2023 as Instrument No. PR4173364.

3. The total amount of indebtedness secured by the security as at February 21, 2024 is \$1,827,393.71\*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 21<sup>st</sup> day to February, 2024.

**THE TORONTO-DOMINION BANK**  
by its solicitors, FOGLER, RUBINOFF LLP

Per:



---

**Rachel Moses**

\*Includes \$720,000.00 owing as primary debtor in connection with a term facility and \$687,457.93 as guarantor of the debts, obligations and liabilities owed by Ballo Carriers Inc. under a payment demand and Notice of Intention to Enforce Security pursuant to Section 244 of the BIA in the amount of \$687,457.93.



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 21, 2024

Our File No. 240576

**VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com); [nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**PERSONAL AND CONFIDENTIAL**

**Ballo Carriers Inc.**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

**Attention: Bhupinderjot Singh Boparai and Nawabir Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a credit facilities agreement dated February 15, 2013 between the Bank and the Company (the "**Credit Agreement**"), establishing various credit facilities in favour of the Company.

We also refer you to a Master Equipment Lease No. T000006070 between TD Equipment Finance Canada ("**TDEF**") and the Company dated June 29, 2021, together with Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460 (collectively the "**Lease Agreement**").

As you are no doubt aware, the Bank issued payment demand and a notice to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**BIA Notice**") against the Company in connection with an Operating Loan and TD Visa Facility on February 5, 2024. The payment demand and the BIA Notice expired on February 15, 2024 and the indebtedness remains outstanding. Failure to pay the indebtedness due under the Credit Agreement is an event of default under the Lease Agreement and entitles the Bank to exercise its remedies against the Company.

We have been advised by the Bank that as at February 21, 2024, the Company is indebted to it as follows:

1. in respect of TDEF #21011230 in the amount of \$58,851.67;
2. in respect of TDEF #21012290 in the amount of \$102,568.46;
3. in respect of TDEF #21018500 in the amount of \$82,671.89;
4. in respect of TDEF #21020460 in the amount of \$32,534.55; and,
5. in respect of TDEF #23007210 in the amount of \$143,309.21.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than March 4, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

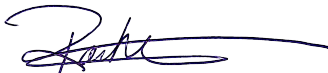
We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to the Company if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses

Partner

RM/hm

Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**PERSONAL & CONFIDENTIAL**

**REGISTERED MAIL, ORDINARY MAIL AND EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com);  
[nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**TO: BALLO CARRIERS INC.,** an insolvent person

**TAKE NOTICE THAT:**

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:  
  
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 29, 2021 executed by Ballo Carriers Inc.
3. Master Equipment Lease No. T000006070 between TD Equipment Finance Canada and Ballo Carriers Inc. dated June 29, 2021, together with Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460.
4. The total amount of indebtedness secured by the security as at February 22, 2024 is **\$1,827,393.71\***, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
5. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 21<sup>st</sup> day to February, 2024.

**THE TORONTO-DOMINION BANK**  
by its solicitors, FOGLER, RUBINOFF LLP

Per: 

\_\_\_\_\_  
**Rachel Moses**

\*Includes \$720,000.00 as guarantor of 1000228842 Ontario Inc. in connection with a Term Facility and \$687,457.93 under a Notice to Enforce Security pursuant to Section 244 of the Bankruptcy and Insolvency Act dated February 5, 2024.





Fogler, Rubinoff LLP  
Lawyers

77 King Street West  
Suite 3000, PO Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
t: 416.864.9700 | f: 416.941.8852  
foglers.com

Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 21, 2024

Our File No. 240576

**VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL**  
**[BOPARAI3045@GMAIL.COM](mailto:BOPARAI3045@GMAIL.COM)**

**PERSONAL AND CONFIDENTIAL**

**Bhupinderjot Singh Boparai**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated March 29, 2021.

As at February 21, 2024, the Company, as primary debtor, is indebted to the Bank in connection with facilities advanced under a Master Equipment Lease No. T000006070 between TD Equipment Finance Canada ("TDEF") and the Company dated June 29, 2021 in the following amounts:

1. in respect of TDEF #21011230 in the amount of \$58,851.67;
2. in respect of TDEF #21012290 in the amount of \$102,568.46;
3. in respect of TDEF #21018500 in the amount of \$82,671.89;
4. in respect of TDEF #21020460 in the amount of \$32,534.55; and,
5. in respect of TDEF #23007210 in the amount of \$143,309.21.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 4, 2024 of the sum of \$1,827,393.71 which includes \$419,935.78 in respect of the TDEF set out above, \$687,457.93 in respect of the Operating Loan and Visa Facility under demand letter dated February 5, 2024 and \$720,000.00 in respect of

the Company's guarantee of the debts, liabilities and obligations owing by 1000228842 Ontario Inc. in connection with a term facility, plus interest accruing thereon and under your unlimited guarantee of advances from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

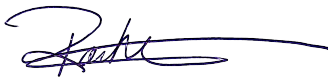
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated March 29, 2021.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses

Partner

RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 21, 2024

Our File No. 240576

**VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL ([nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**PERSONAL AND CONFIDENTIAL**

**Nawabbir Singh Boparai**  
3 Belleville Drive  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and Ballo Carriers Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 21, 2024, the Company, as primary debtor, is indebted to the Bank in connection with facilities advanced under a Master Equipment Lease No. T000006070 between TD Equipment Finance Canada ("TDEF") and the Company dated June 29, 2021 in the following amounts:

1. in respect of TDEF #21011230 in the amount of \$58,851.67;
2. in respect of TDEF #21012290 in the amount of \$102,568.46;
3. in respect of TDEF #21018500 in the amount of \$82,671.89;
4. in respect of TDEF #21020460 in the amount of \$32,534.55; and,
5. in respect of TDEF #23007210 in the amount of \$143,309.21.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 4, 2024 of the sum of \$1,827,393.71 which includes \$419,935.78 in respect of the TDEF set out above, \$687,457.93 in respect of the Operating Loan and Visa Facility under demand letter dated February 5, 2024 and \$720,00.00 in respect of the Company's guarantee of the debts, liabilities and obligations owing by 1000228842

Ontario Inc. in connection with a term facility, plus interest accruing thereon and under your unlimited guarantee of advances from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

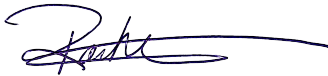
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated February 21, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses

Partner

RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

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



.....  
A Commissioner for Taking Affidavits



February 22, 2024

Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

Our File No. 240576

VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com); [nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))

PERSONAL AND CONFIDENTIAL

1000228842 Ontario Inc.  
3 Belleville Dr.  
Brampton, ON L6P 1V7

Attention: Bhupinderjot Singh Boparai and Nawabbir Singh Boparai

Dear Sirs:

Re: **The Toronto-Dominion Bank (the "Bank") and 1000228842 Ontario Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a credit facilities agreement dated February 15, 2023 between the Bank and the Company (the "**Credit Agreement**"), establishing a Term Loan Facility (Loan 9535353-01) in favour of the Company.

As you are no doubt aware, the Bank issued payment demand and a Notice to Enforce Security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**BIA Notice**") against the Company in connection with the Company's guarantee of the debts, liabilities and obligations owing by Ballo Carriers Inc. The payment demand and the BIA Notice expired on February 15, 2024 and the indebtedness remains outstanding. Failure to pay the indebtedness due under the Credit Agreement is an event of default and entitles the Bank to exercise its remedies against the Company.

We have been advised by the Bank that as at February 22, 2024, the Company is indebted to it as follows:

1. In respect of a Term Loan Facility (Loan 9535353-01) in the amount of \$720,000.00.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than **March 4, 2024** of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to the Company if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm  
Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)  
SECTION 244**

**PERSONAL & CONFIDENTIAL**  
**REGISTERED MAIL, ORDINARY MAIL AND EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com);  
[nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**TO: 1000228842 ONTARIO INC.**, an insolvent person

**TAKE NOTICE THAT:**

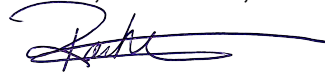
1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:
  - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
  - real property municipally known as Unit 17-2131 Williams Pkwy, Brampton, Ontario (the "**Property**")
2. The security that is to be enforced is in the form of:
  - A General Security Agreement dated February 21, 2023 executed by 1000328842 Ontario Inc.
  - A Charge/Mortgage of Land in the amount of \$750,000.00 registered against the Property on February 22, 2023 as Instrument No. PR4173363.
  - General Assignment of Rents and Leases dated February 21, 2023 registered against the Property on February 22, 2023 as Instrument No. PR4173364.
3. The total amount of indebtedness secured by the security as at February 22, 2024 is **\$1,827,393.71\***, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.



**DATED** at Toronto, Ontario this 22<sup>nd</sup> day of February, 2024.

**THE TORONTO-DOMINION BANK**  
by its solicitors, FOGLER, RUBINOFF LLP

Per:



---

**Rachel Moses**

\*Includes \$720,000.00 as primary debtor in connection with a Term Loan Facility, and as guarantor of the debts, obligations and liabilities owed by Ballo Carriers Inc. under a payment demand and Notice of Intention to Enforce Security pursuant to Section 244 of the BIA in the amount of \$687,457.93 in respect of the Operating Loan and Visa Facility, and as guarantor of the debts, obligations and liabilities owed by Ballo Carriers Inc. under a payment demand and Notice of Intention to Enforce Security pursuant to Section 244 of the BIA in the amount of \$419,935.78 in respect of the TDEF Master Equipment Lease No. T00000670.



February 22, 2024

Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

Our File No. 240576

VIA REGULAR MAIL AND REGISTERED MAIL  
AND BY EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com); [nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))

PERSONAL AND CONFIDENTIAL

**Ballo Carriers Inc.**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

**Attention: Bhupinderjot Singh Boparai and Nawabbir Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank (the "Bank") and 1000228842 Ontario Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee dated February 21, 2023.

We have been advised by the Bank that as at February 22, 2024, the Company is indebted to it as follows:

1. In respect of a Term Loan Facility (Loan 9535353-01) in the amount of \$720,000.00.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than **March 4, 2024** of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company

is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee.

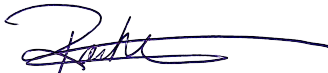
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm  
Encl.

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)  
SECTION 244**

**PERSONAL & CONFIDENTIAL**  
**REGISTERED MAIL, ORDINARY MAIL AND EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com);  
[nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**

**TO: BALLO CARRIERS INC.**, an insolvent person

**TAKE NOTICE THAT:**

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of:
  - a General Security Agreement dated March 29, 2021 executed by Ballo Carriers Inc.;
  - Master Equipment Lease No. T000006070 between TD Equipment Finance Canada and Ballo Carriers Inc. dated June 29, 2021, together with Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460.
3. The total amount of indebtedness secured by the security as at February 22, 2024 is **\$1,827,393.71\***, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

**DATED** at Toronto, Ontario this 22<sup>nd</sup> day of February, 2024.

**THE TORONTO-DOMINION BANK**  
by its solicitors, FOGLER, RUBINOFF LLP

Per:

  
\_\_\_\_\_  
**Rachel Moses**

\*Includes \$687,457.93 as primary debtor in connection with a payment demand and Notice of Intention to Enforce Security pursuant to Section 244 of the BIA dated February 5, 2024, and \$419,935.78 as primary debtor in connection with a TDEF facility under a payment demand and Notice of Intention to Enforce Security pursuant to Section 244 of the BIA dated February 21, 2024.



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 22, 2024

Our File No. 240576

**VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL**  
**[BOPARAI3045@GMAIL.COM](mailto:BOPARAI3045@GMAIL.COM)**

**PERSONAL AND CONFIDENTIAL**

**Bhupinderjot Singh Boparai**  
3 Belleville Dr.  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and 1000228842 Ontario Inc. (the "Company")**

---

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 22, 2024, the Company, as primary debtor, is indebted to the Bank as follows:

1. In respect of a Term Loan Facility (Loan 9535353-01) in the amount of \$720,000.00.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 4, 2024 of the sum of \$720,000.00 plus interest accruing under your unlimited guarantee of advances from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

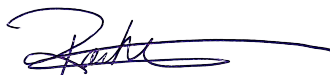
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated February 21, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

February 22, 2024

Our File No. 240576

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL ([nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))**PERSONAL AND CONFIDENTIAL****Nawabbir Singh Boparai**  
3 Belleville Drive  
Brampton, ON L6P 1V7

Dear Sir:

**Re: The Toronto-Dominion Bank (the "Bank") and 1000228842 Ontario Inc. (the "Company")**

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under an unlimited guarantee of advances dated February 21, 2023.

As at February 22, 2024, the Company, as primary debtor, is indebted to the Bank as follows:

1. In respect of a Term Loan Facility (Loan 9535353-01) in the amount of \$720,000.00.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 4, 2024 of the sum of \$720,000.00 plus interest accruing under your unlimited guarantee of advances from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.



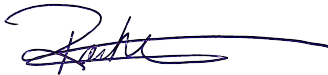
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid unlimited guarantee of advances dated February 21, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 4, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses

Partner

RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa

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



.....  
A Commissioner for Taking Affidavits

---

**From:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Sent:** Wednesday, February 28, 2024 5:41 PM  
**To:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Subject:** FW: TD Bank and Ballo Carriers Inc. and 1000228842 Ontario Inc. (the "Borrowers") - Forbearance Terms

You don't often get email from [bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net). [Learn why this is important](#)

Ms. Moses,

Please see our response below in red.



Regards,

Bhupinder Nagra (She/Her)  
Barrister & Solicitor

Tel: 416-674-0040

Email: [bhupinder@nagralaw.net](mailto:bhupinder@nagralaw.net)

133 Milani Blvd, Suite 100, Vaughan, ON L4H 4M4

This message is intended for the use of the individual to whom it is addressed and may contain information that is confidential. If you have received this communication in error, please destroy and notify us immediately by telephone. Any distribution, use or copying of this e-mail or the information it contains by other than an intended recipient is unauthorized.

Please consider the environment before printing this e-mail.

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**From:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Sent:** February 23, 2024 1:57 PM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** Liu, Carol <[cliu@foglers.com](mailto:cliu@foglers.com)>  
**Subject:** TD Bank and Ballo Carriers Inc. and 1000228842 Ontario Inc. (the "Borrowers") - Forbearance Terms

Hello Ms. Nagra,

In response to the demand letters ("TD Demands") and the notice of intention to enforce security issued on February 5, 2024 (the "BIA Notice") in connection with

the Operating Line and TD Visa Facilities, as well as further payment demands to be issued this week in connection with a Term Facility and TDEF, we understand that the Borrowers and personal guarantors, Bhupinderjot Singh Boparai and Nawabbir Singh Boparai (the Borrowers together with the personal guarantors are collectively referred to as the "**Credit Parties**") have requested that TD forbear from taking further enforcement steps, including enforcing its mortgage rights in connection with the real property known municipally as Unit 17-2131 Williams Parkway, Brampton, Ontario (the "**Mortgaged Property**"), while the Credit Parties take the necessary steps to obtain refinancing to repay all indebtedness owing to TD in full.

We therefore wish to advise that, subject to each of the Credit Parties agreeing to the terms of a forbearance agreement to be drafted by TD's counsel (the "**Forbearance Agreement**"), the key terms of which are indicated below (but which Forbearance Agreement will also include other standard terms for an agreement of such nature), TD is prepared to delay taking further enforcement steps as against each of the Credit Parties:

a) the Borrowers shall have until **April 30, 2024** (the period to such date being the "**Forbearance Period**") to repay the indebtedness owing by the Borrowers to TD, which shall include all legal, property management, appraisal and other professional fees and costs incurred by TD ("**Indebtedness**"). **My clients will require 90 days from the date we have a forbearance agreement. Your client is well aware that demand has been made on all facilities and as such they require sufficient time.**

b) the Borrowers shall provide a **progress report** to TD in connection with their efforts to refinance, including providing any signed discussion paper or commitment letter or signed offers to purchase the Mortgaged Property, with all Schedules, if applicable, on March 21, 2024 and April 8, 2024. **This should be one date of April 30.**

c) The Credit Parties shall consent to the appointment of a receiver and consent to judgment to be held in escrow in accordance with the terms of the Forbearance Agreement. **We will consent to judgment to be held in escrow.**

d) The Borrowers shall consent to TD obtaining, at TD's discretion, an inspection of the Mortgaged Property on reasonable notice to the Borrowers and during normal business hours, which cost shall be added to the Indebtedness. **agreed**

e) The Borrowers shall consent to TD obtaining, at TD's discretion, a current appraisal of the Mortgaged Property, which cost shall be added to the Indebtedness. **agreed**

f) The Borrowers shall provide evidence, ~~in a form satisfactory to TD, in its sole and absolute discretion~~ (including among other things, the RT and RP reports of the Borrowers) that all amounts owing by the Borrowers to Canada Revenue Agency in respect of source deductions and harmonized sales tax have been paid and are current ~~as at March 15, 2024 and as at April 26, 2024.~~ **April 30, 2024** In addition, the Borrowers must provide written evidence satisfactory to TD, of the ~~discharge of PPSA Registration File No. 794534058 made on June 21, 2023 over all categories of collateral classification in the amount of \$141,574.00 in favour of His Majesty in Right of Ontario Represented by the Minister of Finance (AM & Collections Branch (IFTA) BN#860344142),~~ by no later than ~~March 15, 2024~~. This is a fuel audit and is currently under review and we attach a copy of same hereto. Our client has provided all documents required by the Ministry and they are not prepared to make payment of it in full.

g) Borrowers shall provide evidence to TD that all property taxes in connection with the Mo

rtgaged Property have been paid and are current **as at April 26, 2024**.

h) The Borrowers shall pay to TD a ~~\$10,000.00~~ **forbearance fee** due and payable on execution of the Forbearance Agreement. **We are in a position to make payment of \$5000.**

i) The Borrowers shall pay to TD \$200,000.00 to permanently reduce the Operating Line (the "**Reduction Payment**"). The Reduction Payment shall be paid to TD by no later than **March 15, 2024**. **Client does not have the ability to do so.**

j) The Borrowers shall pay off all amounts owing under the TD Visa Facility by no later than **March 8, 2024** and the TD Visa Facility shall be cancelled effective **[TBD]**. **The client can make a payment of \$10,000 by March 20. A further \$10,000 April 20 and a further \$10,000 by May 21, 2024.**

k) The Borrowers shall provide the security agreement and statement of amount of indebtedness owing in respect of the secured creditor, Bodkin with PPSA registration 766278774 by no later than **March 15, 2024**. **agreed**

l) The Borrowers shall provide to TD an up to date vehicle listing and allow TD and/or TD's agent to inspect all vehicles, which cost shall be added to the Indebtedness. The vehicle listing shall be provided to TD by no later than **March 15, 2024**. **agreed**

m) The Forbearance Agreement shall contain additional provisions commonly found in forbearance agreements, including, but not limited to, an acknowledgment by each of the Borrowers and Guarantors, as applicable, that the debts are due and owing, an acknowledgment that all security and guarantees held by TD are valid and enforceable.

Please confirm your clients' agreement to the terms set out herein by no later than **5:00 pm on February 28, 2024**.

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



**Rachel Moses**  
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Fogler, Rubinoff LLP  
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**From:** Moses, Rachel  
**Sent:** Wednesday, February 21, 2024 10:05 AM  
**To:** Bhupinder Nagra <[bhunagra@nagrallaw.net](mailto:bhunagra@nagrallaw.net)>  
**Subject:** RE: Ballo Carriers Inc. and TD Bank

Hello Bhupinder,

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



.....  
A Commissioner for Taking Affidavits

## FORBEARANCE AGREEMENT

**THIS AGREEMENT** made as of the 12<sup>th</sup> day of March, 2024.

### **A M O N G:**

**THE TORONTO-DOMINION BANK**  
(hereinafter referred to as the "**Bank**")

- and -

**BALLO CARRIERS INC.**  
(hereinafter referred to as "**Borrower A**")

- and -

**1000228842 ONTARIO INC.**  
(hereinafter referred to as "**Borrower B**", together with Borrower A the "**Borrowers**")

- and -

**BHUPINDERJOT SINGH BOPARAI**  
(hereinafter referred to as the "**Bhupinderjot**")

- and -

**NAWABBIR SINGH BOPARAI**  
(hereinafter referred to as the "**Nawabbir**", together with Bhupinderjot the "**Personal Guarantors**")

### **WHEREAS:**

1. the Bank has made available certain Credit Facilities to the Borrowers on the terms and conditions established under the Credit Agreement and the Lease Agreement;
2. the Indebtedness of the Borrowers is cross-guaranteed, meaning that each of Borrower A and Borrower B is indebted to the Bank in its capacity as a primary borrower and as a guarantor;
3. the Corporate Guarantors and the Personal Guarantors executed and delivered the Guarantees to the Bank for the purpose of guaranteeing the payment and performance of certain of the debts, liabilities and obligations of the Borrowers to the Bank;



4. the accounts of the Borrowers were transferred to the Bank's Financial Restructuring Group on or about January 15, 2024 due to the Bank's concerns with the financial performance of the Borrowers;
5. the Bank issued payment demands on the Borrowers, in their capacities as primary borrower and as guarantor:
  - (a) on February 5, 2024, for the repayment of the Operating Facility and Visa Facility by no later than February 15, 2024, and enclosed a Notice of Intention to Enforce Security pursuant to Section 244(1) of the BIA to each of the Borrowers also dated February 5, 2024;
  - (b) on February 21, 2024, for the repayment of the TDEF Lease Facilities by no later than March 4, 2024, and enclosed a Notice of Intention to Enforce Security pursuant to Section 244(1) of the BIA to each of the Borrowers also dated February 21, 2024;
  - (c) on February 22, 2024, for the repayment of the Term Facility by no later than March 4, 2024, and enclosed a Notice of Intention to Enforce Security pursuant to Section 244(1) of the BIA to each of the Borrowers also dated February 22, 2024;

(the payment demands and Notices of Intention to Enforce Security issued by the Bank to the Borrowers described above are collectively the "**Demands**" and the "**BIA Notices**");
6. the Bank also made demand on the Personal Guarantors on February 5, 2024, February 21, 2024 and February 22, 2024;
7. the Borrowers advised the Bank through their lawyer that the Ministry of Finance of Ontario ("**MOF**") audited Borrower A for fuel taxes under Case No. 2023-0877 and found fuel tax arrears to be due and owing by Borrower A ("**MOF Fuel Tax Arrears**"). Borrower A filed a Notice of Objection under the International Fuel Tax Agreement in connection with the MOF Fuel Tax Arrears, which is pending further review by the MOF. By letter dated February 8, 2024 to Borrower A, the MOF advised that it may be several months before it commences its review of the Notice of Objection;
8. on March 12, 2024, the Bank advised the Borrowers and Guarantors that arrears are owing in respect of TDEF Lease Facilities in the amount of \$13,644.67 ("**TDEF Arrears**") which must be repaid by no later than March 13, 2024;
9. the Borrowers and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to obtain refinancing and to repay the Indebtedness owing to the Bank; and

10. as an inducement to the Bank agreeing to so forbear, the Borrowers and Personal Guarantors have agreed to enter into this Agreement and to comply with the terms and provisions contained herein;

**NOW THEREFORE** in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

## **ARTICLE 1** **INTERPRETATION**

**1.01 Definitions:** Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. The following terms shall have the following meanings:

- (a) **"Account"** means the bank account(s) of the Borrowers maintained at the Bank;
- (b) **"Assets"** means all of the Real Property and personal property, tangible or intangible and undertakings of the Borrowers in respect of which the Bank holds Security;
- (c) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada);
- (d) **"Business Day"** means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (e) **"Business Premises"** means the Real Property;
- (f) **"Credit Agreement"** means the credit facilities letter agreement dated February 15, 2023 and accepted by the Borrowers on February 15, 2023, as amended, revised, restated, replaced and supplemented from time to time;
- (g) **"Credit Facilities"** means the credit facilities established by the Bank in favour of the Borrowers pursuant to the Credit Agreement and the Lease Agreement;
- (h) **"Corporate Guarantors"** means Borrower A and Borrower B in their capacities as Guarantors;

- (i) **“Environmental Laws”** means any applicable law respecting the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances that applies to the Real Property and/or the operation of the Borrowers’ business thereon;
- (j) **“Environmental Permits”** means all permits, certificates, approvals, consents, registrations and licenses issued or required by any Environmental Laws or any court or governmental authority relating to or required for the ownership of the Real Property and the operation of the Borrowers’ business thereon;
- (k) **“Event of Default”** means the occurrence of any one or more of the events set forth in Article 9 of this Agreement;
- (l) **“Guarantees”** means the Guarantees of Advances Unlimited executed and delivered to and in favour of the Bank by the Guarantors, as further described in **Schedule “A”** attached hereto;
- (m) **“Guarantors”** means collectively the Corporate Guarantors and the Personal Guarantors and individually sometimes referred to herein as a **“Guarantor”**;
- (n) **“Hazardous Substances”** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination thereof that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual;
- (o) **“Indebtedness”** means the amounts set forth in sections 2.01, 2.02 and 2.03;
- (p) **“Lease Agreement”** means a Master Equipment Lease No. T00006070 between TD Equipment Finance Canada (**“TDEF”**) and Borrower A dated June 29, 2021, together with Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460;
- (q) **“MOF PPSA Registration”** means File No. 794534058 made on June 21, 2023 over all categories of collateral classification in the amount of \$141,574.00 in favour of His Majesty in Right of Ontario Represented by the Minister of Finance (AM & Collections Branch (IFTA) BN#860344142) regarding the MOF Fuel Tax Arrears, registered pursuant to the *Personal Property Security Act* (Ontario);
- (r) **“Operating Facility”** means the Operating Facility established for Borrower A under the Credit Agreement and set forth in subsection 2.01(a);

- (s) **"Parties"** means any one or more of the parties referred to in this Agreement, as the context may require;
- (t) **"Potential Prior Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under the Credit Agreement;
- (u) **"Prime Rate"** means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada;
- (v) **"Priority Payables"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (w) **"Priority Payable Authorizations"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (x) **"Real Property"** means the property which is owned by Borrower B and known municipally as Unit 17, 2131 Williams Parkway, Brampton, Ontario;
- (y) **"Repayment Plan"** means the Repayment Plan set forth in Article 5 of this Agreement;
- (z) **"Security"** means collectively all of the security delivered by the Borrowers, or any other person, to the Bank as security for the Indebtedness and obligations of the Borrowers to the Bank pursuant to the Credit Agreement, or otherwise, or that may be delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrowers to the Bank including, without limitation, the Security listed in **Schedules "A" and "B"** attached hereto;
- (aa) **"TDEF Lease Facilities"** means the equipment lease facilities established for Borrower A pursuant to Schedules No. 21011230, 23007210, 21018500, 21012290 and 21020460 of the Lease Agreement and set forth in subsection 2.01(c);
- (bb) **"Term Facility"** means the committed reducing term facility (single draw) established for Borrower B under the Credit Agreement and set forth in subsection 2.02(a); and
- (cc) **"Visa Facility"** means the visa facility to a maximum amount of \$55,000.00 established for Borrower A under the Credit Agreement and set forth in subsection 2.01(b).

**ARTICLE 2**  
**CREDIT FACILITIES**

**2.01 Acknowledgement of Borrower A Indebtedness (Primary Indebtedness):**

The Borrowers and the Guarantors acknowledge that Borrower A is indebted to the Bank as primary debtor:

- (a) as at February 5, 2024, in respect of the Operating Facility, in the amount of \$630,652.43, comprising principal in the amount of \$630,000.00 and accrued interest to and including February 5, 2024 in the amount of \$652.43. Interest continues to accrue on the aforesaid principal amount at the Bank's Prime Rate plus 2.25% per annum;
- (b) as at February 5, 2024, in respect of the Visa Facility ending in 4096, in the amount of \$56,805.50. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with Borrower A's Visa arrangements with the Bank;
- (c) as at February 21, 2024, in respect of the TDEF Lease Facilities, in the aggregate amount of \$419,935.78; and
- (d) as at March 6, 2024, in respect of excess fees incurred due to balances that exceed the credit limit of the Operating Facility, in the amount of \$750.00; and
- (e) in respect of the Canada Emergency Business Account, in the amount of \$60,000.00.

**2.02 Acknowledgement of Borrower B Indebtedness (Primary Indebtedness):**

The Borrowers and the Guarantors acknowledge that, as at February 22, 2023, Borrower B is indebted to the Bank as primary debtor:

- (a) in respect of a Term Facility in the amount of \$720,000.00.

**2.03 Interest, Etc.:** The Borrowers and the Guarantors acknowledge that interest on the amounts due and payable from time to time on the amounts set forth in sections 2.01 and 2.02, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, further advances, if any, made by the Bank under the Credit Agreement or hereunder, the collection of the Indebtedness, any appraisals, environmental reports and investigation of the Assets and/or the Real Property, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees incurred by the Bank, in connection with all of the same shall be added to and are deemed to form part of the Indebtedness. Set out below, is an indication of costs, fees and expenses currently comprising part of the Indebtedness:

- (a) Fees of Fogler, Rubinoff LLP, as at March 6, 2024, in the amount of \$16,493.20;

### **ARTICLE 3** **ACKNOWLEDGEMENTS**

**3.01 Acknowledgements by the Borrowers:** The Borrowers hereby confirm and acknowledge to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank and the Borrowers have no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to issue the Demands for repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day period set out in the BIA Notices has expired;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof will be in full force and effect, constitute legal, valid and binding obligations of each of the Borrowers, or the person granting such Security, enforceable against each of the Borrowers, and the person granting such Security, and each of the Borrowers hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security, or the legality, validity or binding effect of the obligations of each of the Borrowers thereunder and the enforceability of same;
- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower a written waiver of any such rights; and
- (f) on May 31, 2024 at 5 p.m., the Bank shall cancel the Operating Facility and Visa Facility; and

- (g) each of the Borrowers has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has either done so or has decided to execute and deliver the same to the Bank without obtaining such legal advice.

**3.02 Acknowledgements by the Guarantors:** The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to issue the Demands for repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security, as the 10 day period set out in the BIA Notices has expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrowers have no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrowers, or any other person, to the Bank to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrowers, or the person granting such Security, and the Security and any other security delivered by the Borrowers, or any other person, will be enforceable against the Borrowers, and the person granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and they are each hereby estopped from asserting or causing to be asserted on their behalf, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrowers and other persons thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantees delivered by the Guarantors;
- (f) the Guarantees delivered by the Guarantors are in full force and effect, constitutes legal, valid and binding obligations of the Guarantors, are enforceable against each Guarantors and each Guarantor hereby waives and agrees not to assert or cause to be asserted on its own behalf, and is hereby estopped from asserting or causing to be asserted on its own behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of each Guarantor thereunder and the enforceability of same;

- (g) each Guarantor consents to the Borrowers entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Credit Agreement, the Lease Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrowers and the Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the applicable Borrower or applicable Guarantor a written waiver of any such rights following the date hereof;
- (j) on May 31, 2024 at 5 p.m., the Bank shall cancel the Operating Facility and Visa Facility; and
- (k) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have either done so or have decided to execute and deliver the same to the Bank without obtaining such legal advice.

### **3.03 Tolling Provisions:**

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b), the Bank, the Borrowers and the Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, the Credit Agreement, the Lease Agreement and any entitlements arising from the Indebtedness or the Security and/or the Credit Agreement and/or the Lease Agreement and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act*, 2002 (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act*, 2002 (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act*, 2002 (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act*, 2002 (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable



statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and

- (b) The tolling provisions set out in subsection (a) will terminate upon any party providing the others with 30 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 30 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

#### **ARTICLE 4** **WAIVER AND RELEASE**

- 4.01 Waiver and Release:** The Borrowers and Guarantors hereby acknowledge and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights, or claims on any grounds whatsoever with respect to the Bank's administration of the Credit Facilities, its conduct and actions and dealings with the Borrowers and/or Guarantors in connection with the Credit Facilities (the "**Released Conduct**"), and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrowers or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank as a result of the Released Conduct. Further, in executing and delivering this Agreement, the Borrowers and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

**ARTICLE 5**  
**FORBEARANCE**

**5.01 Implementation:** The Borrowers and the Guarantors hereby covenant and agree to and with the Bank that they shall, and each shall ensure each other, honour and fulfil the terms and provisions of the Repayment Plan set forth in this Article 5.

**5.02 Forbearance Period:** Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrowers and Guarantors in respect of the Indebtedness for the period of time ("**Forbearance Period**") commencing with the execution and delivery of this Agreement until the earlier of:

- (a) May 31, 2024; or
- (b) the date that the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrowers; or
- (c) the occurrence of an Event of Default following the date hereof.

The Borrowers and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period and that the Indebtedness shall be repaid on or prior to the expiration of the Forbearance Period.

**5.03 Forbearance Fee:** A forbearance fee in the sum of \$15,000.00 (the "**Forbearance Fee**") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and to be secured by the Security.

The Forbearance Fee shall become due and payable in two instalments:

- (a) \$5,000.00 on the execution of this Agreement, and the Bank shall be entitled to debit the account of any one of the Borrowers in the amount of \$5,000.00; and
- (b) \$10,000.00 at the end of the Forbearance Period, and the Bank shall be entitled to debit the account of any one of the Borrowers in the amount of \$10,000.00.

**5.04 Servicing and Reduction of the Indebtedness:** Notwithstanding any other provisions of this Agreement, the Borrowers shall honour all payment obligations in accordance with the provisions of the Credit Agreement and the Lease Agreement and cause the Indebtedness to be permanently reduced as follows:

- (a) payment to the Bank in respect of the TDEF Arrears in the amount of \$13,644.67 by March 13, 2024;
- (b) 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; and
  - (iii) \$10,000.00 by May 21, 2024;
- (c) all monthly payments shall be made by the Borrowers as they become due and owing under the Credit Agreement and the Lease Agreement; and
- (d) the proceeds from all sales, transfers or other disposition of the Assets and/or Real Property, or any portion thereof that are made outside of the ordinary course of the Borrowers' business shall be deposited into the Account and applied by the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under this section against the Indebtedness in such manner as it determines in its sole and absolute discretion.

## **ARTICLE 6** **COVENANTS**

**6.01** The Borrowers and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrowers shall maintain, and the Guarantors shall ensure that the Borrowers maintain, their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrowers shall not, and the Guarantors shall ensure that the Borrowers do not, issue any additional shares from treasury, or permit any of their shares to be redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrowers shall not, and the Guarantors shall ensure that the Borrowers do not, merge, amalgamate or

consolidate, with any other corporation except with the prior written consent of the Bank;

- (d) **No Further Obligations:** The Borrowers shall not, and the Guarantors shall ensure that the Borrowers do not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrowers from incurring and becoming liable for borrowed money provided the same is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrowers shall, and the Guarantors shall ensure that the Borrowers deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets or the Real Property that is before any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrowers shall not, and the Guarantors shall ensure that the Borrowers do not, enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets and/or the Real Property or the marketability thereof and the Borrowers shall work diligently toward the overall implementation of this Agreement;
- (g) **No Further Security:** The Borrowers and the Guarantors shall not, and shall cause each other to not, grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; provided however, nothing herein shall preclude the Borrowers from granting security against the Assets and/or the Real Property provided the same is delivered to secure borrowed money that is used by the Borrowers to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (h) **Payment of Bonuses, Etc.:** The Borrowers shall not, and the Guarantors shall ensure that the Borrowers do not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of

dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice;

- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by the Borrowers or by the Guarantors to any “related person” as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrowers and the Guarantors, and each shall ensure each other, gives to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, keep current, excluding the MOF Fuel Tax Arrears, all amounts owing by the Borrowers to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario), the *Municipal Act* (Ontario), the *Highway Traffic Act* (Ontario), and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the “**Priority Payables**”). The Borrowers hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrowers to such entity and the Borrowers shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the “**Priority Payable Authorizations**”);
- (l) **Harmonized Sales Tax and Source Deductions:** The Borrowers shall, and the Guarantors shall cause the Borrowers to, deliver to the Bank, evidence satisfactory to the Bank, in its sole and absolute discretion, 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. Such evidence includes but is not limited to the RT and RP reports of the Borrowers;
- (m) **Resolution of MOF Fuel Tax Arrears:** At or before the end of the Forbearance Period, the Borrowers shall, and the Guarantor shall cause the Borrowers to provide to the Bank:
  - (i) written evidence showing that the MOF Fuel Tax Arrears have been cured to the satisfaction of the Bank; and
  - (ii) written evidence of the discharge of the MOF PPSA Registration.

- (n) **Status of Property Taxes Owing for the Real Property:** Borrower B shall, and the Guarantors shall cause Borrower B to, deliver to the Bank evidence satisfactory to the Bank that all property taxes due and owing for the Real Property have been paid in full and that realty taxes in connection with the Real Property are current as at the end of the Forbearance Period;
- (o) **Appraisal and Inspection of the Real Property:** The Borrowers shall consent to the Bank obtaining, at the Bank's discretion, an appraisal and an inspection of the Real Property on twenty-four (24) hours' notice to the Borrowers and between normal business hours on a Business Day, and any costs associated with such appraisal and inspection shall form part of the Indebtedness;
- (p) **Insurance:** Borrower B shall, and the Guarantors shall ensure that Borrower B provides a copy of the current insurance policy evidencing fire and other perils coverage on the Real Property by no later than March 28, 2024;
- (q) **Equipment Suppliers:** The Borrowers shall keep current all of their, as applicable, obligations to third parties that have or may be granted a lien, charge or security interest in any equipment forming part of the Assets;
- (r) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situated, unless it is in the ordinary course of the business, and none of the Assets shall be sold without the prior written consent of the Bank;
- (s) **Progress and Status Reports:** The Borrowers shall deliver to the Bank, and the Guarantor shall cause the Borrowers to deliver to the Bank, status reports regarding the Borrowers' efforts to refinance, including providing copies of any signed discussion paper or commitment letter or signed offers to purchase the Real Property, with all schedules, if applicable, by way of email sent directly to the Bank, on March 28, 2024 and on April 30, 2024;
- (t) **Account Debit Authorization:** The Borrowers hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in the name of the Borrowers for all amounts payable under this Agreement;
- (u) **Bank Account:** The Borrowers and the Guarantors shall ensure that all monies generated by the Borrowers in the course of their respective business operations are deposited into any Account maintained by the Borrowers at the Bank, and the Borrowers shall only maintain accounts at the Bank. The Account of the Borrowers shall be closed effective on repayment of the Indebtedness;

- (v) **No Excess Permitted:** None of the Accounts of the Borrowers, including the Operating Facility, shall carry excess balances during the Forbearance Period. The Bank is entitled to charge the Borrowers any excess fees or other fees in connection with failures to deposit sufficient funds prior to withdrawals being made, pursuant to the Credit Agreement and any other applicable agreements between the Borrowers and the Bank;
- (w) **Compliance:** The Borrowers and the Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of this Agreement, the Credit Agreement, the Lease Agreement and the Security;
- (x) **Environmental Compliance:** Borrower B shall, and the Guarantors, as applicable, shall cause Borrower B to, comply with all applicable Environmental Laws respecting the ownership and operation of its business and keep in good standing all Environmental Permits required to operate the business;
- (y) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security, the Lease Agreement or the Credit Agreement, the Borrowers shall assist, and the Guarantors shall ensure that the Borrowers assist, the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or Real Property and providing such assistance as is requested in the sale of same;
- (z) **Consent To Judgment:** The Borrowers and Guarantors shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Judgment in the form attached hereto as **Schedule “C” (“Consent to Judgment”)**, provided that the Bank shall not be entitled to rely upon the Consent to Judgment until the occurrence of an Event of Default;
- (aa) **Consent To Appointment:** The Borrowers shall, contemporaneously with their execution of this Agreement, execute and deliver to and in favour of the Bank a Consent to Court-Appointed Receiver in the form attached hereto as **Schedule “D” (“Consent to Appointment”)**, provided that the Bank shall not be entitled to rely upon the Consent to Court-Appointed Receiver until the occurrence of an Event of Default;
- (bb) **Bodkin PPSA Registration Details:** By no later than March 15, 2024, Borrower A shall provide and the Guarantors shall cause Borrower A to provide to the Bank the security agreement and the statement of amount of indebtedness owing by Borrower A to the secured creditor, Bodkin, a Division of Bennington Financial Corp., under File No. 766278774 registered pursuant to the *Personal Property and Security Act* (Ontario);

- (cc) **Provision of Vehicle List:** By no later than March 15, 2024, Borrower A shall provide and the Guarantors shall cause Borrower A to provide to the Bank an up-to-date list of all motor vehicles owned by Borrower A, so as to enable the Bank and/or its agents to access and inspect the motor vehicles pursuant to subsection 8.03; and
- (dd) **Remedy MOF Fuel Tax Arrears:** By no later than May 31, 2024, the Borrowers shall provide evidence satisfactory to the Bank that i) the MOF Fuel Tax Arrears have been cured to the satisfaction of the Bank; and ii) the MOF PPSA Registration has been discharged.

## **ARTICLE 7** **REPRESENTATIONS AND WARRANTIES**

- 7.01 Representations and Warranties:** The Borrowers and the Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:
- (a) the Borrowers are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario;
  - (b) the Borrowers have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on business as now conducted and to enter into and perform their respective obligations under this Agreement;
  - (c) the execution, delivery and performance of this Agreement by the Borrowers and the performance of their obligations hereunder:
    - (i) has been duly authorized by all necessary corporate actions;
    - (ii) does not conflict with or result in a breach or violation of or constitute a default under;
      - A. the constating documents or by-laws of the Borrowers;
      - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrowers; and
      - C. any commitment, agreement or other instrument to which the Borrowers are now party or otherwise bound; and
    - (iii) does not require the consent or approval of any third party;
  - (d) there are no proceedings nor any circumstances or material facts which could give rise to any proceedings, in which it is alleged on reasonable



grounds that Borrower B or its predecessors are potentially responsible for clean-up or remediation of lands contaminated with Hazardous Substances or for any other remedial or corrective action under any Environmental Laws;

- (e) there are no circumstances, to the knowledge of Borrower B, that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding (i) the release or presence of a Hazardous Substance on the Real Property, or (ii) the violation of any Environmental Laws by the Borrower, its respective employees, agents or others for which Borrower B is responsible in law;
- (f) all Hazardous Substances disposed of, treated or stored on the Real Property have been disposed of, treated and stored in compliance in all material respects with all Environmental Laws;
- (g) save and except for the MOF Fuel Tax Arrears, all amounts owing by the Borrowers under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), *Retail Sales Tax Act* (Ontario) and any other federal or provincial or municipal laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (h) there is no matter, fact or event which is known to the Borrowers or the Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse effect on the Assets and/or the Real Property or the operations of the Borrowers, and the Borrowers have conducted such investigations as they consider reasonably necessary to make this representation and warranty; and
- (i) no proceeding or action has been taken or commenced by any person against the Borrowers or the Guarantors in respect of any amounts owing by the Borrowers to any person.

**7.02 Non-Merger:** The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

## **ARTICLE 8** **SECURITY**

**8.01 Security:** The Security shall continue to be held by the Bank hereunder.

- 8.02 Cross Collateralization:** All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrowers and the Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets and/or the Real Property, or any portion thereof, to the extent of the Indebtedness;
- 8.03 Access to the Assets and/or the Real Property:** The Borrowers shall provide, and the Guarantors shall ensure that Borrowers provide, access to the Bank or its agents during normal business hours, to enter the Business Premises or any property where the Assets are located to inspect the Assets and/or the Real Property or to have appraisals made of the Assets and/or the Real Property, or to conduct environmental investigations in respect of the Real Property, and to examine and make copies of all books and records relating thereto, including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, valuations, environmental reports, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

## **ARTICLE 9** **DEFAULT**

- 9.01 Events of Default:** Each of the following events shall constitute an Event of Default under this Agreement:
- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Credit Agreement and/or the Lease Agreement by the Borrowers and/or the Guarantors;
  - (b) the occurrence of any Event of Default under this Agreement, the Security, the Credit Agreement and/or the Lease Agreement;
  - (c) any representation, warranty or statement contained herein and/or in the Security, the Credit Agreement and/or in the Lease Agreement which is or proves to be untrue or incorrect;
  - (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrowers, which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions, or municipal property taxes;
  - (e) the Bank determining, in its sole and absolute discretion, that a material adverse change has occurred in the financial condition, business

operations or prospects of the Borrowers, ownership structure or composition or operation of the Borrowers;

- (f) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers in respect of the liquidation, dissolution or winding-up of the Borrowers, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrowers taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrowers relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrowers to their creditors, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act (Canada)* or the commencement of any similar action or proceeding by the Borrower;
- (h) the Borrowers committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a bankruptcy application for a bankruptcy order against the Borrowers pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrowers or a distress or analogous action or proceeding being taken, commenced or issued against the Borrowers or levied upon or in respect of the Assets and/or the Real Property or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets and/or the Real Property or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrowers or any premises in or upon which the Assets and/or the Real Property or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets and/or the Real Property, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets and/or the Real Property or any part thereof.

**9.02 Waiver:** The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

## **ARTICLE 10** **REMEDIES ON DEFAULT**

**10.01 Enforcement:** Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrowers and the Guarantors;
- (b) the Borrowers shall assist the Bank, and the Guarantors shall ensure that the Borrowers assist the Bank, in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets and/or the Real Property, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrowers hereby consent to the Bank immediately enforcing its rights under this Agreement, the Credit Agreement, the Lease Agreement and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets and/or the Real Property; and
- (d) the Borrowers and Guarantors shall, forthwith upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrowers or Guarantors or any one of them, fail to execute such consent when requested to do so by the Bank, the agreement of the Borrowers or the Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrowers and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrowers and Guarantors shall, forthwith upon receipt of notice of the filing by the Bank of a bankruptcy application for a bankruptcy order against the Borrowers, forthwith consent to an immediate bankruptcy order being made against the Borrowers, and should the Borrowers fail to execute such consent when requested to do so by the Bank, the consent of the Borrowers to do so herein shall be deemed to constitute the irrevocable consent to such bankruptcy order;
- (f) the Bank shall immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Judgment referenced in subsection 6.01(z); and

- (g) the Bank shall immediately issue an action or application in the Superior Court of Justice (Ontario) (Commercial List) in order to file and enforce the Consent to Appointment referenced in subsection 6.01(aa).

**ARTICLE 11**  
**GENERAL**

- 11.01 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 11.02 Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 11.03 Schedules:** Schedules “A”, “B”, “C”, and “D” attached hereto form an integral part of this Agreement.
- 11.04 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 11.05 Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrowers, the Guarantors and the Bank at the following addresses:

**To the Borrowers and Guarantors at:**

Nagra Law  
133 Milani Blvd., Suite 100  
Vaughan, Ontario L4H 4M4  
Attn: Bhupinder Nagra  
Email: [bhupinder@nagralaw.net](mailto:bhupinder@nagralaw.net)

**To the Bank at:**

3140 Dufferin Street  
Toronto, Ontario M6A 2T1  
Attn: Rukshana Belliappa  
Email: [rukshana.belliappa@td.com](mailto:rukshana.belliappa@td.com)

**with a courtesy copy to:**

**Fogler, Rubinoff LLP**  
77 King Street West, Suite 3000

Toronto, ON M5K 1G8  
Attn: Rachel Moses  
Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

- 11.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrowers to the Bank.
- 11.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrowers or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 11.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by the Borrowers for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Credit Agreement and the Security.
- 11.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrowers and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 11.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.
- 11.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.

- 11.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 11.13 Further Assurances:** The Borrowers and the Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 11.14 Acceptance:** The Borrowers and the Guarantor hereby acknowledge and agree to and with the Bank that on or before 5:00 p.m. March 13, 2024, the Bank shall have received: (i) a copy of this Agreement executed by the Borrowers and the Guarantors; (ii) payment of the TDEF Arrears by March 13, 2024 and (iii) originals of the Consent to Judgment and Appointment to Receiver. In the event any of these conditions precedent to the Bank agreeing to forbear have not been satisfied, the Bank may elect to rely upon its rights and remedies under the Credit Agreement, the Security or otherwise.

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

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

**THE TORONTO-DOMINION BANK**

Per: RBelliappa  
Name: Rukshana Belliappa  
Title: Account Manager,  
Financial Restructuring Group

I Have Authority to Bind the Bank

**BALLO CARRIERS INC.**

Per: \_\_\_\_\_  
Name:  
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**1000228842 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**BHUPINDERJOT SINGH BOPARAI**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**NAWABBIR SINGH BOPARAI**



IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with their hands and seals on the day and date first written above.

THE TORONTO-DOMINION BANK  
Name: Rukshana Belliappa  
Title: Account Manager,  
Financial Restructuring Group

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WHEREOF the Parties hereto have duly executed this Agreement with from the date first written above.

**THE TORONTO-DOMINION BANK**

Per: \_\_\_\_\_  
Name: Rukshana Belliappa  
Title: Account Manager,  
Financial Restructuring Group

I Have Authority to Bind the Bank

**BALLO CARRIERS INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

**1000228842 ONTARIO INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer

I Have Authority to Bind the Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**HUPINDERJOT SINGH BOPARAI**

\_\_\_\_\_  
**NAWA BIR SINGH BOPARAI**

**SCHEDULE "A"**  
**GUARANTEES**

1. Unlimited Personal Guarantee of Advances dated March 29, 2021, executed and delivered to and in favour of the Bank by Bhupinderjot for the debts of Borrower A;
2. Unlimited Personal Guarantee of Advances dated February 21, 2023, executed and delivered to and in favour of the Bank by Bhupinderjot for the debts of Borrower B;
3. Unlimited Corporate Guarantee of Advances dated February 21, 2023, executed and delivered to and in favour of the Bank by Borrower A for the debts of Borrower B;
4. Unlimited Corporate Guarantee of Advances dated February 21, 2023, executed and delivered to and in favour of the Bank by Borrower B for the debts of Borrower A;
5. Unlimited Personal Guarantee of Advances dated March 29, 2021, executed and delivered to and in favour of the Bank by Nawabbir for the debts of Borrower A; and
6. Unlimited Personal Guarantee of Advances dated February 21, 2023, executed and delivered to and in favour of the Bank by Nawabbir for the debts of Borrower B.

**SCHEDULE "B"**  
**SECURITY**

1. General Security Agreement dated March 29, 2021 executed and delivered to and in favour of the Bank by Borrower A;
2. General Security Agreement dated February 21, 2023 executed and delivered to and in favour of the Bank by Borrower B;
3. Charge/Mortgage of Land in the amount of \$750,000.00 registered against the Real Property on February 22, 2023 as Instrument No. PR4173363;
4. Notice of Assignment of Rents registered against the Real Property on February 22, 2023 as Instrument No. PR4173364; and
5. Master Equipment Lease No. T000006070 between TD Equipment Finance Canada and Borrower A dated June 29, 2021, together with:
  - a. Schedule No. 21011230 dated June 29, 2021;
  - b. Schedule No. 23007210 dated March 21, 2023;
  - c. Schedule No. 21018500 dated October 25, 2021;
  - d. Schedule No. 21012290 dated July 14, 2021; and
  - e. Schedule No. 21020460 dated November 26, 2021.

**SCHEDULE "C"  
CONSENT TO JUDGMENT**

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.

NAME: \_\_\_\_\_

NAME: Boparai  
TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Boparai  
TITLE: \_\_\_\_\_

I have authority to bind the Corporation

I have authority to bind the Corporation

29

RIERS INC.

1000228842 ONTARIO BIRJUNG SINGH OPARAI

Boparai

Per: Boparai  
Name  
Title: \_\_\_\_\_

Authority to Bind the Corporation

I Have Authority to Bind the Corporation

[Signature]

BHUPIN E N B

[Signature]

NAWABBIR SINGH BOPARAI

**Schedule A**

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

<b>THE HONOURABLE</b>	)	<b>DAY, THE</b>	<b>DAY</b>
	)		
<b>JUSTICE</b>	)	<b>OF</b>	<b>202</b>

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.

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**SCHEDULE "D"**  
**CONSENT TO RECEIVER**

The Toronto-Dominion Bank (the "Lender")  
solicitors, Fogler, Rubinoff LLP

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

this 12<sup>th</sup> day of MARCH, 2024.

CARRIERS INC.

1000228842 ONTARIO INC.

\_\_\_\_\_  
41

Per: Fogler 41

Name:

Title:

I Have Authority to Bind the Corporation

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 BANK<sup>1</sup>**

Plaintiff

- and -

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

Defendants

**ORDER**  
**(appointing Receiver)**

THIS MOTION made by the Plaintiff<sup>2</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> 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 validated<sup>3</sup> 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:

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<sup>3</sup> 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.<sup>4</sup> 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

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<sup>4</sup> 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,]<sup>5</sup> 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;

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<sup>5</sup> 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.<sup>6</sup>

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

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<sup>6</sup> 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 '<@>'.  
<img alt="redacted email address" data-bbox="125 795 165 810"/>

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.

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**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.

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:

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



.....  
A Commissioner for Taking Affidavits

---

**From:** Moses, Rachel  
**Sent:** Wednesday, May 22, 2024 11:16 AM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Subject:** Ballo Carriers: Notice of Default under Forbearance Agreement

Hello Bhupinder,

Your clients are in default of their obligations to pay down the Visa by \$10,000 due on May 20, 2024 and to provide evidence that CRA liabilities are current. In addition, Ballo is in arrears for a TDEF payment due on May 9, 2024 in the amount of \$1,612.64 under Account 21020460. All three of these defaults must be cured immediately. In addition, my client has advised that both the accounts of Ballo and the Holdco are in overdraft positions which is not tolerated by the Bank and funds must be deposited into the accounts to cover the overdrafts. Specifically,

- Ballo is over its \$650k line limit by \$35k CAD and its USD a/c is in overdraft. Items have been returned and a \$250 excess fee has been charged.
- Holdco's account is in overdraft by \$499.

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



**Rachel Moses**  
Partner  
Fogler, Rubinoff LLP  
Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
Direct: 416.864.7627  
Main: 416.864.9700  
Toll Free: 1.866.861.9700  
Fax: 416.941.8852  
Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

**From:** Moses, Rachel  
**Sent:** Wednesday, April 3, 2024 3:18 PM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Subject:** Ballo Carriers: Notice of Default under Forbearance Agreement

Hello Bhupinder,

We did not receive a response from you to our email sent on March 28, 2024.

Please see attached Notice of Default dated April 3, 2024. The Defaults must be cured by **April 5, 2024 by 4 p.m.**

In addition, please be advised of the following:

1. TD is processing a \$10k payment from the Borrower's account to paydown the Visa balance in accordance with the forbearance agreement (this was to have been done on March 20, 2024).
2. TD is amending the type of Access Card the two owners have from "Full access" to Limited access which will limit the Borrower's ability to debit the account to Cheques only;
3. We continue to remind you that the Borrower's is not permitted to operate in an excess position. If the Borrower is over the line of credit then first thing in the morning, items will be returned immediately. TD is not providing 24 hours notice for the Borrower to deposit funds. As previously advised, an excess fee of \$250 will be charged.

Given the continued defaults under the forbearance agreement, TD continues to reserve all of its rights and remedies, including the right to enforce the consent to receivership and consent to judgment.



**Rachel Moses**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.864.7627  
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 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

**From:** Moses, Rachel  
**Sent:** Thursday, March 28, 2024 11:19 AM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Subject:** FW: Ballo Carriers: Notice of Default under Forbearance Agreement

Hello Bhupinder,

The Bank is very concerned about the continued default under the forbearance agreement and credit agreement. As of this morning, there is no partial payment of \$10,000 to the Visa facility and the borrowers are in overdraft of \$10,000.00; causing the Bank to return items presented for payment. These defaults need to be remedied immediately.

In addition, we remind you that under section 6.01 of the forbearance agreement, your clients are required to deliver by end of day:

1. **6.01 – (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;

Could you kindly respond to this email and address the timing of remedying the defaults and confirm the two action items due under the forbearance agreement will be provided today.

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



**Rachel Moses**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.864.7627  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700



Lawyer: Rachel Moses  
Direct Dial: 416.864.7627  
E-mail: [rmoses@foglers.com](mailto:rmoses@foglers.com)

April 3, 2024

Our File No. 240576

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL ([boparai3045@gmail.com](mailto:boparai3045@gmail.com);  
[nawab\\_boparai@live.ca](mailto:nawab_boparai@live.ca))

**PERSONAL AND CONFIDENTIAL**

<b>Ballo Carriers Inc.</b> 3 Belleville Dr. Brampton, ON L6P 1V7	<b>1000228842 Ontario Inc.</b> 3 Belleville Dr. Brampton, ON L6P 1V7
<b>Bhupinderjot Singh Boparai</b> 3 Belleville Dr. Brampton, ON L6P 1V7	<b>Nawabbir Singh Boparai</b> 3 Belleville Dr. Brampton, ON L6P 1V7

**Attention: Bhupinderjot Singh Boparai and Nawabbir Singh Boparai**

Dear Sirs:

**Re: The Toronto-Dominion Bank ("TD") Credit Facilities to Ballo Carriers Inc. ("Ballo"), 1000228842 Ontario Inc. ("228"), Bhupinderjot Singh Boparai ("Bhupinderjot"), and Nawabbir Singh Boparai (Nawabbir"), (Ballo, 228, Bhupinderjot and Nawabbir are collectively the "Credit Parties") under a Forbearance Agreement dated March 12, 2024**

**- Notice of Default Under Forbearance Agreement**

Reference is made to a Forbearance Agreement made as of March 12, 2024 among the Credit Parties ("**Forbearance Agreement**").

An event of default has occurred under the Forbearance Agreement in that the Credit Parties have failed to comply with the following covenants:

1. Section 6.01(p) to provide a copy of the current insurance policy evidencing fire and other perils coverage on the Real Property (as defined in the Forbearance Agreement) by no later than March 28, 2024;

2. Section 6.01(s) to deliver status reports to TD by way of email sent directly to TD on March 28, 2024; and
3. Section 6.01(cc) to cooperate and provide access to TD's agent, Adam Moskowitz of Platinum Asset Services Inc., for the purpose of inspecting the motor vehicles at their location(s).

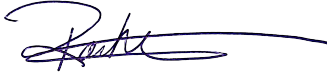
The failure to comply with these covenants constitutes an event of default (collectively the "**Defaults**") under the Forbearance Agreement entitling TD to enforce its rights and remedies, including the right to enforce the consent to receivership and the consent to judgment.

On a without prejudice basis and without waiving TD's rights to rely on the Defaults or prior defaults, TD is requesting that the Credit Parties remedy the Defaults before 4:00 p.m. on **April 5, 2024**.

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

Yours truly,

**FOGLER, RUBINOFF LLP**



Rachel Moses  
Partner  
RM/hm

cc: The Toronto-Dominion Bank  
Attn: Rukshana Belliappa ([rukshana.belliappa@td.com](mailto:rukshana.belliappa@td.com))



This is **Exhibit "U"** 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 horizontal dotted line.

A Commissioner for Taking Affidavits

**Morgan, Hayley**

---

**From:** Moses, Rachel  
**Sent:** Friday, May 31, 2024 10:30 AM  
**To:** Bhupinder Nagra  
**Cc:** Rukshana.Belliappa@td.com  
**Subject:** RE: Ballo Carriers - Payout Letter

Hi Bhupinder,

The payout letter was sent to you yesterday, please advise on status of payout. All indebtedness must be repaid today together with evidence that CRA, MOF and property taxes are current. The payout letter expires on Monday and if the indebtedness is not repaid, TD is at liberty to enforce the consent to receivership and judgment.

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



**Rachel Moses**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.864.7627  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

**From:** Moses, Rachel  
**Sent:** Thursday, May 30, 2024 1:31 PM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** Rukshana.Belliappa@td.com  
**Subject:** Ballo Carriers - Payout Letter

Hi Bhupinder,

Please see attached payout letter for execution together with indemnity to be executed as well.

Please provide the outstanding documents showing that there are no outstanding arrears owing to CRA, MOF PPSA registration discharged and realty taxes are current.



**Rachel Moses**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.864.7627  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

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



.....  
A Commissioner for Taking Affidavits

---

**From:** Moses, Rachel  
**Sent:** Monday, June 3, 2024 12:11 PM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** 'Rukshana Belliappa' <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** RE: Ballo Carriers - Payout

I called you on Friday and gave you the reason for the difference. Does your client have the funds to close?



**Rachel Moses**  
Partner  
Fogler, Rubinoff LLP  
Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
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Toll Free: 1.866.861.9700  
Fax: 416.941.8852  
Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

**From:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Sent:** Monday, June 3, 2024 12:10 PM  
**To:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Cc:** 'Rukshana Belliappa' <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** RE: Ballo Carriers - Payout

Our client is trying to understand the discrepancy and could not reconcile. There was a substantial difference from the information statement to the payout. We just need to get the right numbers.



Regards,  
Bhupinder Nagra (She/Her)  
Barrister & Solicitor  
  
Tel: 416-674-0040  
Email: [bhupinder@nagralaw.net](mailto:bhupinder@nagralaw.net)  
133 Milani Blvd, Suite 100, Vaughan, ON L4H 4M4

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**From:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Sent:** June 3, 2024 12:00 PM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** 'Rukshana Belliappa' <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** RE: Ballo Carriers - Payout

Bhupinder, I spoke to you about this on Friday. You had the rest of Friday and all weekend to respond, but instead you respond at noon on Monday.



**Rachel Moses**  
Partner  
Fogler, Rubinoff LLP  
Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
Direct: 416.864.7627  
Main: 416.864.9700  
Toll Free: 1.866.861.9700  
Fax: 416.941.8852  
Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

**From:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Sent:** Monday, June 3, 2024 11:51 AM  
**To:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Cc:** 'Rukshana Belliappa' <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** RE: Ballo Carriers - Payout

Rachel,

The numbers on the TDEF do not make sense, our client requires a breakdown of what your client states is the interest and taxes being claimed.



Regards,  
Bhupinder Nagra (She/Her)  
Barrister & Solicitor  
  
Tel: 416-674-0040  
Email: [bhupinder@nagralaw.net](mailto:bhupinder@nagralaw.net)  
133 Milani Blvd, Suite 100, Vaughan, ON L4H 4M4

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**From:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Sent:** June 3, 2024 9:31 AM

**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** Rukshana Belliappa <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** Ballo Carriers - Payout

Hi Bhupinder,

The deadline to repay has expired. Please advise if you will be in funds today. We will provide you with an updated payout statement this morning.

**Rachel Moses**

Partner

Fogler, Rubinoff LLP

Lawyers

Direct: 416-864-7627

---

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



.....  
A Commissioner for Taking Affidavits

**Morgan, Hayley**

**From:** Moses, Rachel  
**Sent:** Tuesday, June 4, 2024 1:10 PM  
**To:** Bhupinder Nagra  
**Subject:** FW: Ballo

Bhupinder,

We refer you to clause #10 in the Master Lease agreement that indicates that the loan cannot be cancelled.

**10. NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and

Please confirm you are in funds and your clients still have to provide evidence that CRA, MOF and property taxes are all current. Payout must happened by end of day tomorrow.

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



**Rachel Moses**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
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 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

**From:** Moses, Rachel <[rmoses@foglers.com](mailto:rmoses@foglers.com)>  
**Sent:** Tuesday, June 4, 2024 10:28 AM  
**To:** Bhupinder Nagra <[bhunagra@nagralaw.net](mailto:bhunagra@nagralaw.net)>  
**Cc:** Belliappa, Rukshana <[Rukshana.Belliappa@td.com](mailto:Rukshana.Belliappa@td.com)>  
**Subject:** Ballo

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST  
 ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS  
 CONFIANCE

Hello Bhupinder,

I am following up with TD on the deferred income issue you raised. I will get back to you once I have instructions. In the meantime, 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 many 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.





**Rachel Moses**  
Partner  
Fogler, Rubinoff LLP  
Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
Direct: 416.864.7627  
Main: 416.864.9700  
Toll Free: 1.866.861.9700  
Fax: 416.941.8852  
Email: [rmoses@foglers.com](mailto:rmoses@foglers.com)  
[foglers.com](http://foglers.com)

---

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

A handwritten signature in blue ink that reads "Carolin".

.....  
A Commissioner for Taking Affidavits

**Morgan, Hayley**

---

**From:** Moses, Rachel  
**Sent:** Thursday, June 6, 2024 9:01 AM  
**To:** Bhupinder Nagra  
**Cc:** Rukshana Belliappa  
**Subject:** Ballo Carriers

Hi Bhupinder

We will provide you with an updated payout statement this morning. All indebtedness must be repaid today as the loans remain outstanding. Evidence that CRA, MOF and realty taxes must also be provided.

**Rachel Moses**

Partner  
Fogler, Rubinoff LLP  
Lawyers  
Direct: 416-864-7627

**Morgan, Hayley**

---

**From:** Moses, Rachel  
**Sent:** Tuesday, June 11, 2024 12:09 PM  
**To:** Bhupinder Nagra  
**Subject:** Ballo

Bhupinder,

I am still waiting for your communication based on our call yesterday. May I please hear from you.

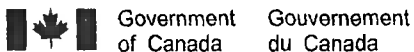
**Rachel Moses**

Partner  
Fogler, Rubinoff LLP  
Lawyers  
Direct: 416-864-7627

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



.....  
A Commissioner for Taking Affidavits



**Protected B**

Registered Mail

IN THE MATTER OF THE *CANADA LABOUR CODE*, PART III (LABOUR STANDARDS)

**ORDER TO DEBTOR OF EMPLOYER**

OTD- 2023-LS-NT-0006201 -01

**TO DEBTOR**

**0565-242010026**

Toronto-Dominion Bank (The)  
90 Great Lake Drive  
Brampton, Ontario  
L6R 2K7

**July 19, 2024**

Payment \$ \_\_\_\_\_

**Regarding Employer:** Ballo Carriers Inc.

**1 DAY DEMAND**

**Amount Ordered to be Paid:** \$20,792.70

**Payment Due:** within fifteen (15) days of receipt of the order

**ORDER TO PAY**

AS you are or are about to become indebted to the employer;

AND AS a payment order has been issued against the employer in the total amount of \$20,792.70, in accordance with subsection 251.1(1) of the *Canada Labour Code*.

YOU ARE HEREBY ORDERED to pay, within fifteen (15) days of receipt of this order, the amount of \$20,792.70 or the amount which you owe or are about to owe to the employer, whichever is the lesser, as required under subsection 251.13(1) of the *Canada Labour Code*.

**PAYMENT**

Payment in accordance with this order to debtor must be:

- Made within 15 days of the date of receipt of this order;
- Made by certified cheque or money order;
- Made to the Receiver General for Canada; and
- Delivered or mailed to the Head of Compliance and Enforcement, c/o Regional Manager, Labour Standards, Ontario region, Labour Program - Employment and Social Development Canada, 4900 Yonge Street, 8th Floor, Toronto, Ontario M2N 6A8.

Failure to pay the amount due may result in this order to debtor being filed in Federal Court in accordance with subsection 251.15(2) of the *Canada Labour Code*.



If you have any questions or require any information concerning this order to debtor, please contact Mekonen Lovemore-White at 343-572-6201.

Issued at Toronto, Ontario, this 27th day of June, 2024.

Adriana Savo, A/Regional Manager, Labour Standards

c.c. Ballo Carriers Inc.



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

**NOTICE OF APPLICATION**

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

**Rachel Moses (LSO# 42081V)**

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rmoses@foglers.com

Lawyers for the Applicant

**TAB 3**

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

**CONSENT**

**msi Spergel inc.** hereby agrees to act as Receiver in the above-noted matter.

**DATED** at the City of Toronto, this 19<sup>th</sup> day of July, 2024.

**MSI SPERGEL INC.**

Per: 

---

Name: Mukul Manchanda

Title: Managing Partner

**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

**CONSENT**

**FOGLER, RUBINOFF LLP**

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Tel: 416.864.7627

Lawyers for the Applicant, The Toronto-Dominion Bank

**TAB 4**

Court File No. CV-24-00003238-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE	)	THURSDAY, THE 15 <sup>TH</sup>
	)	
JUSTICE	)	DAY OF AUGUST, 2024

**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

**ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by the Applicant, The Toronto-Dominion Bank, for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Ballo Carriers Inc. and 1000228842 Ontario Inc. (collectively, the "**Debtors**"), including the real property municipally known as Unit 17, 2131 Williams Parkway, Brampton, Ontario acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 7755 Hurontario Street, Brampton, Ontario.

**ON READING** the affidavit of Rukshana Belliappa sworn July 19, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Respondents, no one else appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of msi Spergel inc. to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the 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:

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this

Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry

on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

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 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 msi Spergel inc, the receiver (the "**Receiver**") of the assets, undertakings and properties Ballo Carriers Inc. and 1000228842 Ontario Inc., acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number CV-24-00003238-0000, 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.

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 \_\_\_\_\_, 2024.

**MSI SPERGEL INC., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

**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

**ORDER  
(Appointing Receiver)**

**FOGLER, RUBINOFF LLP**

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Lawyers for the Applicant

**TAB 5**

Revised: January 21, 2014  
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No.~~

Court File No. CV-24-00003238-0000

**ONTARIO  
 SUPERIOR COURT OF JUSTICE  
 COMMERCIAL LIST**

THE HONOURABLE ) ~~WEEKDAY~~THURSDAY, THE #15<sup>TH</sup>  
 )  
 JUSTICE ) DAY OF ~~MONTH~~AUGUST, ~~20YR~~2024

**~~PLAINTIFF~~<sup>1</sup>THE TORONTO-DOMINION BANK**

~~Plaintiff~~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

**~~DEFENDANT~~**

~~Defendant~~

**ORDER  
 (~~appointing~~Appointing Receiver)**

**THIS ~~MOTION~~APPLICATION** made by the ~~Plaintiff~~<sup>2</sup>Applicant, The Toronto-  
 Dominion Bank, for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency*

<sup>1</sup>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.

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



Act, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~[RECEIVER'S NAME]~~msi Spergel inc. as receiver ~~and manager~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ ~~(the "**Debtor**")~~Ballo Carriers Inc. and 1000228842 Ontario Inc. (collectively, the "**Debtors**"), including the real property municipally known as Unit 17, 2131 Williams Parkway, Brampton, Ontario acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day at ~~330 University Avenue, Toronto~~7755 Hurontario Street, Brampton, Ontario.

**ON READING** the affidavit of ~~[NAME]~~Rukshana Belliappa sworn ~~[DATE]~~July 19, 2024 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES], no one~~the Applicant and counsel for the Respondents, no one else 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]~~msi Spergel inc. to act as the Receiver,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated<sup>3</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired

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<sup>3</sup> 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.

for, or used in relation to ~~a business~~businesses carried on by the ~~Debtor~~Debtors, including all proceeds thereof (the "**Property**").

### RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~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 ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> 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

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~~<sup>4</sup>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.~~

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
  - (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,]<sup>5</sup> 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

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~~<sup>5</sup> 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.~~

information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors, (ii) all of ~~its~~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 ~~Debtor~~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 ~~DEBTOR~~DEBTORS OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~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 ~~Debtor~~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.<sup>6</sup>

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

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~~<sup>6</sup>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".~~

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

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

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

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

#### **SERVICE AND NOTICE**

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.  
<img alt="redacted email address" data-bbox="715 758 735 775"/>

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier,

personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~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 ~~Debtor~~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.

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel inc, the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ Ballo Carriers Inc. and 1000228842 Ontario Inc., acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number ~~—CL—~~ CV-24-00003238-0000, 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.

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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~~2024.

~~[RECEIVER'S NAME]~~ MSI SPERGEL INC.,  
**solely in its capacity**  
**- as Receiver of the Property, and not in**  
**its personal capacity**

Per: \_\_\_\_\_  
 Name:  
 Title:



DOCSTOR: 1771742\8

**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**

**ORDER**  
**(Appointing Receiver)**

**FOGLER, RUBINOFF LLP**

Lawyers

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Lawyers for the Applicant

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.0.46 Document comparison done on 07/22/2024 1:08:30 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4860-2316-2322/1/Model Order.doc	
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<del>Delete</del>	105
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>184</b>

**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

77 King Street West

Suite 3000, P.O. Box 95

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Toronto, ON M5K 1G8

**Rachel Moses** (LSO# 42081V)

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