

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

APPLICATION RECORD
(Returnable August 9, 2024)

July 29, 2024

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Email: accounts@cheetahcarrier.com

Respondent

AND TO: **UDIT GAUR**
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Milton, ON L9T 3H3
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Respondent

AND TO: **SAURABH CHOPRA**
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Brampton, ON L7A 4Y6
Email: accounts@cheetahcarrier.com

AND TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1
Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO: **HIS MAJESTY THE KING IN RIGHT OF ONTARIO**
as represented by the Ministry of Finance
Legal Services Branch
33 King Street, 6th Floor
Oshawa, ON L1H 8H5

Attn: Steven Groeneveld
Email: steven.groeneveld@ontario.ca
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Senior Counsel, Ministry of Finance

AND TO: **INSOLVENCY UNIT**
Province of Ontario
Email: insolvency.unit@ontario.ca

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Court File No. CV-24-00002865-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing:

- In person
- By telephone conference
- By video conference

at the following location:

491 Steeles Avenue East, Milton, Ontario, L9T 1Y7

(Zoom video conference details to be provided by the Court)

on Friday, August 9, 2024, at 10:00 a.m.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date July 26, 2024

Issued by

Jacob Steckner

Digitally signed by Jacob Steckner
Date: 2024.07.29 12:32:28 -04'00'

Local Registrar

Address of court office: 491 Steeles Avenue East
Milton, ON L9T 1Y7

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TO: **CHEETAH CARRIERS INC.**
475 Harrop Drive
Milton, ON L9T 3H3

AND TO: **UDIT GAUR**
475 Harrop Drive
Milton, ON L9T 3H3

AND TO: **SAURABH CHOPRA**
22 Wainwright Drive
Brampton, ON L7A 4Y6

AND TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

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

AND TO: **HIS MAJESTY THE KING IN RIGHT OF ONTARIO**
As represented by the Ministry of Finance
Legal Services Branch
33 King Street, 6th Floor
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Attn: Steven Groeneveld
Email: steven.groeneveld@ontario.ca
Tel: 905-440-2470

Senior Counsel, Ministry of Finance

AND TO: **INSOLVENCY UNIT**
Province of Ontario
Email: insolvency.unit@ontario.ca

APPLICATION

1. The Applicant, Royal Bank of Canada ("**RBC**"), makes application for:
 - (a) an Order, if necessary, abridging the time for service and filing of the Notice of Application and the Application Record and validating service, so that this Application is properly returnable on the date it is heard and dispensing with further service thereof;
 - (b) an Order (the "**Appointment Order**") substantially in the form attached hereto as **Schedule "A"**, *inter alia*, appointing msi Spergel inc. as Receiver (the "**Receiver**"), without security, of all of the assets, undertakings, and properties of the Respondent, Cheetah Carriers Inc. (the "**Company**"), acquired for, or used in relation to a business or businesses carried on by the Company, pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3 and s. 101 of the *Courts of Justice Act*, RSO 1990 c. C. 43;
 - (c) judgment in favour of RBC against the Respondent, Udit Gaur ("**Udit**"), in accordance with his guarantee given for the debts, liabilities and obligations of the Company;
 - (d) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

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- (e) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (f) the costs of this application, plus all applicable taxes; and
- (g) such further and other Relief as to this Honourable Court may deem just.

2. The grounds for the application are:

- (a) RBC is a chartered bank with office in Toronto, Ontario.
- (b) The Company is a corporation incorporated under the *Canada Business Corporations Act*.
- (c) Udit Gaur and Saurabh Chopra are the directors of the Company.
- (d) Udit personally guaranteed the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC, limited to \$1,100,000.
- (e) The Company is indebted to RBC pursuant to a credit facilities agreement dated August 10, 2023 (the "**Credit Agreement**").
- (f) Under the Credit Agreement, RBC established an operating loan facility in the amount of \$1,000,000 and a Visa facility in the amount of \$100,000.
- (g) The Company is further indebted to RBC pursuant to a Master Lease Agreement dated February 2, 2023, together with Leasing Schedule No. 201000072255 dated February 8, 2023, Leasing Schedule No.

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201000072980 dated March 21, 2023, Leasing Schedule No. 201000073082 dated March 24, 2024, and Leasing Schedule No. 201000076217 dated September 8, 2023 (the "**Lease Agreement**").

- (h) Under the Credit Agreement, the Company provided security to RBC, including:
- i. General Security Agreement dated December 12, 2022 (the "**GSA**");
 - ii. Guarantee and Postponement of Claim limited to the sum of \$900,000.00 dated December 12, 2022, executed by Udit; and
 - iii. Guarantee and Postponement of Claim limited to the sum of \$1,100,000 dated August 11, 2023, executed by Udit (collectively, the "**Guarantees**").
- (i) Under the GSA, the Company granted RBC a security interest in the undertaking of the Company and in all of the Company's present and after-acquired personal property.
- (j) Upon default, RBC is entitled to appoint a Receiver under the GSA.
- (k) Under the Guarantees, Udit guaranteed the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC.

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- (l) The accounts of the Company were transferred to RBC's Special Loans and Advisory Services Group.
- (m) On March 6, 2024 and March 26, 2024, RBC issued payment demands to the Company and Udit, together with Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**Section 244 Notices**").
- (n) The Company is in default under the Credit Agreement and the Lease Agreement and default continues.
- (o) The GSA entitles RBC to appoint a Receiver upon default.
- (p) The payment demands and Section 244 Notices have expired and the indebtedness remains outstanding.
- (q) Following the issuance of payment demands in March 2024, the Company requested RBC to forbear for two months to allow the Company to repay in full the indebtedness.
- (r) More than three months have passed since the expiry of payment demands and Section 244 Notices and the indebtedness remains outstanding.
- (s) Neither the Company nor its directors have presented any repayment plan or provided any substantial answers to requests from the Bank and/or its lawyers.

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- (t) RBC has lost confidence in the Company.
 - (u) The appointment of a Receiver is just and convenient in the circumstances referred to herein.
 - (v) RBC proposes that msi Spergel inc. be appointed as Receiver, without security, over all of the assets, undertakings and properties of the Company.
 - (w) msi Spergel inc. has consented to act as court-appointed Receiver.
 - (x) Other grounds set out in the Affidavit of Craig McInnes.
 - (y) RBC relies on s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, and s. 101 of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended.
 - (z) Rules 1.04, 2.03, 3.02, 14, 38, 57 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
 - (aa) Such further and other grounds as the lawyers may advise and this Honourable Court may permit.
 - (bb) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) Affidavit of Craig McInnes, and the exhibits attached thereto;

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- (b) Consent of msi Spergel inc.

- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

July 23, 2024

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Lawyers for the Applicant, Royal Bank of
Canada

SCHEDULE "A"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

FRIDAY, THE 9TH

JUSTICE

)

DAY OF AUGUST, 2024

)

ROYAL BANK OF CANADA

Applicant

- and -

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, Royal Bank of Canada, 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 Cheetah Carriers Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 491 Steeles Avenue East, Milton, Ontario.

ON READING the affidavit of Craig McInnes sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for Royal Bank of Canada, counsel for the Debtor, 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 application 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 Spegel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all

or any part of the business, or cease to perform any contracts of the Debtor;

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$150,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or

regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post**

Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this application, 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 Cheetah Carriers Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ___ day of _____, 2024 (the "**Order**") made in an action having Court file number _____, 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:

ROYAL BANK OF CANADA
Applicant

-and- **CHEETAH CARRIERS INC. et al.**
Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
MILTON

ORDER
(Appointing Receiver)

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Lawyers for the Applicant, Royal Bank of Canada

ROYAL BANK OF CANADA
Applicant

-and-

CHEETAH CARRIERS INC. et al.
Respondents

Court File No. CV-24-00002865-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
MILTON

NOTICE OF APPLICATION

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Lawyers for the Applicant, Royal Bank of Canada

TAB 2

Court File No. CV-24-00002865-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

AFFIDAVIT OF CRAIG MCINNES
(Sworn July 24, 2024)

I, **CRAIG MCINNES**, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY:

1. I am a Senior Manager with the Special Loans and Advisory Services Group ("**SLAS**") of the Applicant, Royal Bank of Canada ("**RBC**"), with carriage of the RBC accounts of the Respondent, Cheetah Carriers Inc. (the "**Company**"). As such, I have knowledge of the matters to which I hereinafter depose.

2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true.

3. To the extent that any of the information set out in this affidavit is based on my review of RBC's documents, I verily believe the information in such documents to be true.

Background

4. I am swearing this affidavit in support of an application by RBC seeking to appoint msi Spergel inc. as receiver of the assets, undertakings and properties of the Company pursuant to section 243 of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act*.

5. On March 6, 2024, RBC issued to the Company a Notice of Intention to Enforce Security pursuant to s. 244 of the BIA (the "**Section 244 Notice**"), together with payment demands.

6. The payment demands and the Section 244 Notice have expired and the indebtedness remains outstanding.

7. The Company has been in default of monthly lease payments due under the Master Lease Agreement dated February 2, 2023, together with Leasing Schedule No. 201000072255 dated February 8, 2023, Leasing Schedule No. 201000072980 dated March 21, 2023, Leasing Schedule No. 201000073082 dated March 24, 2023, and Leasing Schedule No. 201000076217 dated September 8, 2023 (the "**Lease Agreement**").

8. To date, the Company has not repaid the indebtedness owing to RBC.

The Parties

9. RBC is a chartered bank with offices in Toronto, Ontario.
10. The Company is incorporated pursuant to the *Canada Business Corporations Act*. Attached as **Exhibit "A"** is a copy of the Federal Corporation Profile Report for the Company dated May 15, 2024.
11. The Company's registered office address is located at 475 Harrop Drive, Milton, Ontario.
12. The Company's Profile Report indicates Udit Gaur and Saurabh Chopra ("**Saurabh**") as the directors.
13. The Company provides trucking services throughout Canada and the United States.
14. By written Guarantees and Postponements of Claim dated December 12, 2022 and August 11, 2023 (the "**Guarantees**") on RBC's standard form 812, Udit Gaur ("**Udit**") guaranteed the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Company to RBC limited to the sums of \$900,000 and \$1,100,000, respectively. Attached as **Exhibit "B"** are copies of the Guarantees.

Credit Agreements

15. The Company entered into a credit facilities agreement dated August 10, 2023 (the "**Credit Agreement**") with RBC. Pursuant to the Credit Agreement, RBC established a revolving demand facility in the amount of \$1,000,000.00 and a Visa facility in the amount of \$100,000.00 (collectively, the "**Demand Facilities**"). Attached as **Exhibit "C"** is a copy of the Credit Agreement.

16. Pursuant to the four Leasing Schedules under the Lease Agreement, RBC established four lease facilities in favour of the Company to finance the purchases of various applicable motor vehicles, as identified in the Leasing Schedules ("**Lease Facilities**"). Attached as **Exhibit "D"** is a copy of the Lease Agreement.

17. The Demand Facilities are repayable on demand.

18. The Demand Facilities and Lease Facilities are collectively the "**Credit Facilities**".

19. Pursuant to the "Events of Default" section of the Credit Agreement, failure by the Debtor to pay any principal, interest or other amount when due constitutes default under the Credit Agreement.

20. Pursuant to the "Reporting Requirements" section of the Credit Agreement, the Debtor agreed:

"The Borrower will provide to the Bank:

- a) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end;
- b) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2024;
- c) annual compilation engagement financial statement for the Borrower, including a cash flow statement, within 90 days of each fiscal year end;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require."

21. The Master Client Agreement for Business Clients effective March 3, 2023 ("**MCA**") indicates that Udit and Saurabh are authorized signing officers. A copy of the MCA is attached as **Exhibit "E"**.

22. The GSA was registered under the Personal Property Security Act (Ontario) (the "**PPSA**").

23. Section 11 "Events of Default" of the GSA provides:

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

- a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between the Debtor and RBC;

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

24. Pursuant to section 13(a) "Remedies" of the GSA, upon default, RBC is entitled to appoint a receiver. Attached as **Exhibit "F"** is a copy of the GSA.

Secured Creditors

25. Attached as **Exhibit "G"** is a copy of the certified PPSA search results for the Company with currency to May 14, 2024, which indicates:

- a) RBC is a registered secured creditor of the Company;

- b) The other registered secured creditors of the Company are:
 - i) Meridian OneCap Credit Corp.

 - ii) Coast Capital Equipment Finance Ltd.

 - iii) Dynamic Capital Equipment Finance Inc.

 - iv) Concentra Bank

 - v) Summit Credit Corporation

 - vi) Arundel Capital Corporation

 - vii) Mitsubishi HC Capital Canada Leasing

 - viii) TPine Leasing Capital Corporation

 - ix) Essex Lease Financial Corporation

 - x) HBC Transportation Inc.

 - xi) Honda Canada Finance Inc.

 - xii) Ava Financial Group Inc.

Default and Demand

26. The file was transferred to SLAS due to RBC's concerns about financial performance given the Company's decreased sales, difficulty in collecting accounts receivable from customers and the Company requesting that the accounts be designated as "Deposit Only."

27. By transition letter dated December 11, 2023 (the "**Transition Letter**"), the accounts of the Company were transferred to SLAS due to RBC's concerns with the Company's ongoing account excesses and financial performance generally. Copies of an email from Anisha Momin, Senior Relationship Manager of RBC to the Company dated December 11, 2023 and the Transition Letter enclosed therein are attached as **Exhibit "H"**.

28. On March 6, 2024, RBC issued formal payment demands to the Company together with a Section 244 Notice regarding the indebtedness owing to by the Company to RBC under the Demand Facilities. RBC also issued a payment demand on Udit as guarantor ("**Demands**"). Attached as **Exhibit "I"** are copies of the Demands.

29. The Demands expired on March 18, 2024.

30. On March 18, 2024, Udit sent an email to Rachel Moses, a partner with Fogler, Rubinoff LLP, RBC's counsel herein, asking RBC for two months' time to repay the indebtedness. Attached as **Exhibit "J"** is a copy of Udit's email dated March 18, 2024.

31. On March 26, 2024, RBC issued further formal payment demands to the Company together with a Section 244 Notice regarding the indebtedness owing to by the Company to RBC under the Lease Facilities. RBC also issued a further payment demand on Udit as guarantor ("**Lease Facility Demands**"). Attached as **Exhibit "K"** are copies of the Lease Facility Demands.

32. On March 26, 2024, upon receipt of the Lease Facility Demands, Udit emailed RBC's counsel:

"Thank you for reaching out to us.

I want to inform you that Saurabh was Hospitalized last Thursday in Brampton Civic due to pancreatitis infection. He cam back today and is flying to India for early treatment this Friday as he is getting May 21 as a date for treatment here in Brampton.

He is going there as he is in much pain and cannot wait until May 21.

Please give us time until then and we will try to fulfill all arears which we owe to the bank.

Please let us know."

Attached as **Exhibit "L"** is a copy of Udit's email dated March 26, 2024.

33. The Lease Facility Demands expired on April 5, 2024.

Failures to Provide the Requested Information

34. On March 27, 2024, Tim Duncan, a partner of Fogler, Rubinoff LLP, RBC's counsel herein, replied to Udit's email dated March 26, 2024, asking the Company and

Udit to confirm that certificates of insurance confirming all equipment is fully insured immediately as RBC learned that the insurance on certain equipment financed by the Lease Facilities has lapsed. Attached as **Exhibit "M"** is a copy of Mr. Duncan's email dated March 27, 2024.

35. Neither the Company or Udit replied to Mr. Duncan.

36. On May 7, 2024, Mr. Duncan requested the following information from the Company:

"Hello Saurabh and Udit,

As you know, the Bank issued payment demands and notices to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**Demands**"). The Demands have expired and the indebtedness has not been repaid. The Bank is extremely concerned about the current situation of the indebtedness outstanding. The Bank requires the following answers immediately and no later than **5 p.m. today, May 7, 2024**:

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.
3. What is the status of Cheetah's accounts receivable, i.e., are invoices being paid in the normal course and if yes, identify the bank accounts in which the funds are being deposited to? Provide a current accounts receivable listing.
4. Have trucks/vehicles/trailers been returned to other leasing companies? Provide a current vehicle listing indicating if trucks/vehicles/trailers have been returned or where they are currently located.
5. Where are the books and records of Cheetah currently located? Provide the address of where the books and records are located.

In the interim, the Bank reserves all of its rights and remedies against Cheetah and the guarantor."

(#1 to #5 are collectively the "**Requested Information**")

37. Mr. Duncan sent follow-up emails regarding the Requested Information on May 8 and May 16, 2024.

38. Despite Saurabh's repeated promises of delivering the Requested Information upon his return to Canada, the Company has failed to provide a response satisfactory to RBC.

39. The last communication from the Company was an email sent by Saurabh on May 9, 2024, stating:

"Hello Tim

We are still in process of returning equipment.

We have a bank account in BMO and the branch is on Maple ave in Milton Ont.

Accounts Receivables are up to date as we were cashing them out from AVA Financial to run the business cycle.

We have have 4 trucks and 3 trailers.

I can give you more detailed information once I am back."

40. Attached as **Exhibit "N"** are copies of the emails exchanged between Mr. Duncan and the Company from May 7, 2024 to May 16, 2024.

Enforcement of Security Post-Demands

41. On April 17, 2024, Mr. Duncan sent Udit an email, asking the Company to grant RBC and/or its agent access to the following six trucks or trailers, identified as follows:

- a) 2020 Freightliner Cascadia Truck, Serial No. 1FUJHHDR0LLLW8596
- b) 2023 Hyundai Trailer, 53', Serial No. 3H3V532K1PJ473442
- c) 2023 Hyundai Trailer, 53', Serial No. 3H3V532K3PJ473443
- d) 2024 Utility Dry van Tandem Trailer, Serial No. 1UYVS253XR7079312
- e) 2024 Utility Dry van Tandem Trailer, Serial No. 1UYVS2531R7079313
- f) 2016 Freightliner 125 Cascadia Truck, Serial No. 3AKJGED51GDHV7196

(collectively the "**RBC Equipment**")

42. Mr. Duncan also asked the Company to consent to RBC taking possession of the RBC Equipment and selling it in accordance with its rights under the loan and security documents delivered.

43. On April 18, 2024, Udit replied to Mr. Duncan on behalf of the Company, asking for "one more week" to respond to Mr. Duncan's email dated April 17, 2024, as his partner (i.e., Saurabh) was still in India for medical treatment. On the same day, Mr. Duncan replied asking what exactly the Company hopes to achieve within a week's time.

44. Attached as **Exhibit "O"** are copies of emails exchanged between Mr. Duncan and the Company from April 17, 2024 to April 18, 2024.

45. Saurabh replied to Mr. Duncan's request regarding the RBC Equipment on April 22, 2024 and April 26, 2024. He consented to RBC picking up all equipment financed by the Lease Facilities, stating "If the bank wants the equipment back, they can pick from our Milton yard as everything is parked there" and "The keys are in the truck's hood and can be easily located. Once the person will go in the yard, the yard security will contact me to get the access. The equipment is at 475 Harrop drive Milton." Attached as **Exhibit "P"** are copies of emails exchanged between Saurabh and Mr. Duncan from April 22, 2024 to April 26, 2024.

46. I am advised by Mr. Duncan and believe that, upon receiving the Company's consent for RBC to pick up the RBC Equipment, he and RBC's agent, Ritchie Bros. Auctioneers ("**Ritchie Brothers**"), learned that the Company hired automotive servicing vendors including and not limited to Anchor Truck Repair Centre, GB Truck Tire Service and Tyson Trucking Group (the "**Vendors**") to service or repair the RBC Equipment. The Vendors claimed that the invoices issued to the Company for their respective services rendered on the RBC Equipment were not paid.

47. I am further advised by Mr. Duncan and believe that, from late April, 2024 to May, 2024, he worked with Ritchie Brothers to resolve the lien issues raised by the Vendors so that Ritchie Brothers may pick up the RBC Equipment with the Vendor' consent and cooperation.

48. On May 14, 2024, Ritchie Bros. Auctioneers picked up the RBC Equipment. Attached as **Exhibit "Q"** is a copy of an email sent by Eva Smoluch of Ritchie Bros. Auctioneers on May 14, 2024 confirming successful pick-up.

49. On May 17, 2024, RBC issued a Notice of Sale to the Company, Udit and other registered secured creditors of the Company under the PPSA, pursuant to section 63(4) of the PPSA (the "**Notice of Sale**"). Attached as **Exhibit "R"** are copies of the letter issued by Mr. Duncan on behalf of RBC, the Notice of Sale enclosed therein and the registered mail receipt.

50. The Notice of Sale expired as of June 11, 2024.

51. With the exception of the 2020 Freightliner Cascadia Truck, Serial No. 1FUJHHDR0LLLW8596, which was determined to require further repairs before sale, the RBC Equipment was auctioned on June 26, 2024. At the time of this affidavit, the sales of the RBC Equipment resulting from the June 26 auction have not fully closed and/or settled and recoveries therefrom are not certain.

52. To date, the Company has never presented RBC with any plan to fully repay the indebtedness outstanding.

53. The indebtedness remains outstanding.

Amounts Currently Owing by the Company

54. As at July 23, 2024, the amounts owing by the Company in respect of the Credit Facilities are as follows:

| Facility | Principal | Accrued Interest | Total | Per Diem |
|-----------------------------|------------------|-------------------------|-----------------------|-----------------|
| 07512 - 70295564 - 001 | \$1,006,347.29 | \$5,918.15 | \$1,012,265.44 | \$219.19 |
| 07512 - 70295564 - 002 | \$5,000.00 USD | \$287.67 USD | \$5,287.67 USD | \$1.37 USD |
| Visa 07512 - 70295564 - 003 | \$112,335.72 | \$5,464.14 | \$117,799.86 | \$60.71 |
| Fees | \$27,429.27 | | \$27,429.27 | |
| Lease Number | Principal | HST | Total | |
| 201000072255 | \$123,160.68 | \$16,010.89 | \$139,171.57 | |
| 201000072980 | \$135,160.13 | \$17,570.82 | \$152,730.95 | |
| 201000073082 | \$66,193.74 | \$8,605.19 | \$74,798.93 | |
| 201000076217 | \$74,656.50 | \$9,705.35 | \$84,361.85 | |
| Total CAD | | | \$1,608,557.86 | \$279.90 |
| Total USD | | | \$5,287.67 | \$1.37 |

55. RBC is also seeking all of its legal and professional fees pursuant to the terms of the Credit Agreement and the Guarantee.

Appointment of Receiver

56. RBC's security provides for the appointment of a receiver upon default. Specifically, section 13(a) of the GSA entitles RBC, upon default, to appoint a receiver.

57. RBC has lost confidence in the Company.

58. Payment demands expired and the indebtedness remains outstanding. RBC is in a position to appoint a receiver over the assets of the Company as secured by RBC's security, pursuant to section 243 of the BIA.

59. RBC is entitled to take any and all steps necessary to enforce its security and realize on same.

60. RBC considers it reasonable and prudent for it to begin enforcement of its security in an effort to recover the outstanding indebtedness.

61. This affidavit is sworn in support of RBC's motion for an Order to appoint msi Spergel inc. as Receiver over the Company, and for no other or improper purpose.

SWORN by Craig McInnes, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

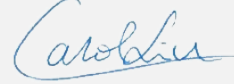
Commissioner for Taking Affidavits
(or as may be)

}

CRAIG MCINNES

This is **Exhibit "A"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.

A handwritten signature in blue ink, appearing to read "Carolin".

.....
A Commissioner for Taking Affidavits




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 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1037180-7

Business Number (BN)

798607081RC0001

Corporate Name

CHEETAH CARRIERS INC.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2017-08-20

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

475 Harrop Drive
Milton ON L9T 3H3

Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

UDIT GAUR
475 Harrop Drive
Milton ON L9T 3H3
Canada

Saurabh Chopra
22 Wainwright Drive
Brampton ON L7A 4Y6
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

i Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to

update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

08-20

Date of Last Annual Meeting

2023-10-09

Annual Filing Period (MM-DD)

08-20 to 10-19

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2024 - Not due

2023 - Filed

2022 - Filed

Corporate History

Corporate Name History

2017-08-20 to 2020-09-09

10371807 Canada Inc.

2020-09-09 to 2021-05-13

ROE EXPRESS INC.

2021-05-13 to Present

CHEETAH CARRIERS INC.

Certificates and Filings

Certificate of Incorporation

2017-08-20

Certificate of Amendment *

2020-09-09

Amendment details: Corporate name

Certificate of Amendment *

48

2021-05-13

Amendment details: Corporate name

*_Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2024-05-06

This is **Exhibit "B"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
270366057

BRANCH ADDRESS:
260 EAST BEAVER CREEK
RD
2ND FLR
RICHMOND HILL, ON
L4B 3M3

BORROWER:
CHEETAH CARRIERS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **CHEETAH CARRIERS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$900,000.00** **Nine Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five** percent per annum as well after as before default and judgment.

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

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

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

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

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

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

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

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

EXECUTED this 12 day of DEC 2022

ANISHA MOMIN
WITNESS

[Signature]
UDIT GAUR

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

| Full name and address |
|--|
| UDIT GAUR |
| 193 THORNBUSH BLVD, BRAMPTON, ON L7A 4R7 |



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
270366057

BRANCH ADDRESS:
260 EAST BEAVER CREEK
RD
2ND FLR
RICHMOND HILL, ON
L4B 3M3

BORROWER:
CHEETAH CARRIERS INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **CHEETAH CARRIERS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,100,000.00 One Million One Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

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

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- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

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

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

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(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

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(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

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

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

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

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

EXECUTED this 11 day of August 2023

ANISHA MOMIN
WITNESS

Udit Gaur
UDIT GAUR

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

| Full name and address |
|---|
| UDIT GAUR |
| 83 Wannamaker Cres. Cambridge, ON N3E 0C5 |

This is **Exhibit "C"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Royal Bank

FORM 460 (Rev 04/2023) O

ROYAL BANK OF CANADA CREDIT AGREEMENT

DATE: August 10, 2023

| | |
|--|--------------------------|
| BORROWER: CHEETAH CARRIERS INC. | SRF: 270366057 |
| ADDRESS (Street, City/Town, Province, Postal Code) 475 HARROP DR MILTON, ON L9T 3H3 | |

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

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of \$1,000,000.00, available by way of RBP and/or RBUSBR based loans.

Minimum retained balance \$0.00

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

Interest rate: RBP + 0.00% and/or RBUSBR + 0.00% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Margined: Yes [] No [X]

Facility #2 Revolving lease line of credit in the amount of \$600,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

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

a) Credit Card to a maximum amount of \$100,000.00 available in Canadian currency and US currency.

SECURITY

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

- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$900,000.00 signed by Udit Gaur;
- Postponement and assignment of claim on the Bank's form 918 signed by Udit Gaur;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,100,000.00 signed by Udit Gaur.

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

* Registered trademark of Royal Bank of Canada.

FEES

Annual renewal fee of \$500.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Facility #1 management fee of \$200.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end;
- b) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2024;
- c) annual compilation engagement financial statements for the Borrower, including a cash flow statement, within 90 days of each fiscal year end;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

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

BUSINESS LOAN INSURANCE PLAN

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

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

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

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

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

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

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premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

- Form 472 (12/2022) Royal Bank of Canada Credit Agreement – Standard Terms
- Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms
- Form 473A (06/2021) Royal Bank of Canada Credit Agreement – RBC Covarity Terms and Conditions
- Form 473B (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until September 9, 2023, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: ANISHA MOMIN

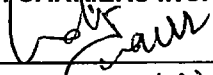
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CONFIRMATION & ACCEPTANCE

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

Confirmed, accepted and agreed this 11 day of August, 2023.

CHEETAH CARRIERS INC.

Per:  _____
Name: UDIT GAUR
Title: Director

Per: _____
Name:
Title:

I/We have the authority to bind the Borrower

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ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS**FORM 472 (12/2022)**

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

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

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

AVAILABILITY

Revolving facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Non-revolving facilities: The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unexpired or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default,

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maturity, demand and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.

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

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

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

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

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

plus:

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

plus:

- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

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

EVIDENCE OF INDEBTEDNESS

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

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

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

FEES, COSTS AND EXPENSES

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

GENERAL COVENANTS

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

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

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

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent

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basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate, including, without limitation, the application of accrual accounting. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

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

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

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

CONSENT OF DISCLOSURE

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

JOINT AND SEVERAL / SOLIDARY

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

EVENTS OF DEFAULT

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

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

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

FEF CONTRACTS

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;

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- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

EXCHANGE RATE FLUCTUATIONS

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

LANGUAGE

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

WHOLE AGREEMENT

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

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

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

COUNTERPART EXECUTION

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

ELECTRONIC MAIL AND FAX TRANSMISSION

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

ELECTRONIC IMAGING

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

CONFIDENTIALITY

This Agreement and all of its terms are confidential ("Confidential Information"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

DEFINITIONS

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

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

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“Business Day” means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, day on which banking institutions are closed throughout Canada;

“Business Loan Insurance Plan” means the optional group creditor insurance coverage, underwritten by RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Bank;

“Capital Expenditures” means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

“Contaminant” includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

“Corporate Distributions” means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

“Current Assets” means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

“Current Liabilities” means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

“Current Ratio” means the ratio of Current Assets to Current Liabilities;

“Debt Service Coverage” means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

“EBITDA” means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

“Environmental Activity” means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

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

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

“Equity” means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

“Financial Assistance” means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

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

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

“Foreign Exchange Forward Contract” or **“FEF Contract”** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

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

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

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

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

“Investment” means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;

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“Letter of Credit” or “LC” means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

“Letter of Guarantee” or “LG” means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

“Margin” or “Margined” means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

“Overdraft” means advances of credit by way of debit balances in the Borrower's current account;

“Permitted Encumbrances” means, in respect of the Borrower:

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

“Person” includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

“Policy” means the Business Loan Insurance Plan policy 52000 and 53000, issued by RBC Life Insurance Company to the Bank;

“Postponed Debt” means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

“Potential Prior-Ranking Claims” means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

“RBP” and “Royal Bank Prime” each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

“RBUSBR” and “Royal Bank US Base Rate” each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

“Release” includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

“Tangible Net Worth” means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

“Total Liabilities” means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

“Unfunded Capital Expenditures” means Capital Expenditures not funded by either bank debt or equity proceeds.

“US” means United States of America.

This is **Exhibit "D"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



This Master Lease Agreement (the "Master Lease Agreement") made as of the 2nd day of February, 2023 between

ROYAL BANK OF CANADA ("Lessor")

and

CHEETAH CARRIERS INC. ("Lessee")

Address:

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

Address:

83 Wannamaker Crescent
Cambridge, Ontario
N3E 0C5

Lessor and Lessee agree as follows:

1. Leasing of Equipment

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

2. Payment of Equipment Cost

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

3. Rental

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

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

4. Rent Payment

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

5. Ownership

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

6. Personal Property

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

7. License

- 7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.
- 8. Exclusion of Representations and Warranties**
- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.
- 9. Maintenance and Use**
- 9.1 Lessee will, at its own expense:
- (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
- (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.
- 10. Inspection**
- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.
- 11. Insurance**
- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
- (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
- i) includes Lessor (as owner) as an additional named insured, and
- ii) includes a loss payable clause in favor of Lessor;
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
- i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
- ii) includes Lessor as an additional named insured, and
- iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.
- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.
- 12. Taxes**
- 12.1 Lessee shall pay punctually all sales taxes, license fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.
- 13. Adverse Claims**
- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
- (a) gives Lessor notice of the adverse claim;
- (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
- (c) contests the adverse claim with all due dispatch.
- 14. Laws and Regulations**
- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.
- 15. Alterations**
- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.
- 16. Loss of Equipment**
- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

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

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

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

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

18. Events of Default

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

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

19. Lessor's Remedies on Default

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

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- (c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- (d) any cost of disposition of the Equipment; less
- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

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

21. Option to Purchase

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

22. Remedying Defaults

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

23. Indemnification

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

24. Assignment of Warranties

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

25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

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

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

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

33. Records

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

34. Offset

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

35. Remedies Cumulative

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

36. Time

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

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

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

38. No Merger in Judgment

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

39. Further Assurances/Copy of Agreement

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

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

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

41. Currency

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

42. Language

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

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

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

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

45. Financial Information

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

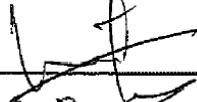
In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

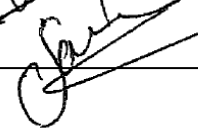
Royal Bank of Canada ("Lessor")

per 

Eugene Basolini
Head, Equipment Finance Solution Centre

CHEETAH CARRIERS INC. ("Lessee")

per 

per 



Leasing Schedule

(Common Law)

Lessee # 270366057 Lease # 201000073082

Royal Bank of Canada, as Lessor, hereby leases to CHEETAH CARRIERS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of February 2, 2023

| | | | | |
|--|--|--------------------------------------|--------------|-------------------|
| 1. Equipment | Quantity | Make and Description | Model Number | Serial Number |
| | 1 | 2016 Freightliner 125 Cascadia Truck | Cascadia 125 | 3AKJGED51GDHV7196 |
| 2. Term | Term (in months) | | | 48 |
| | Commencement Date of Term | | | March 22, 2023 |
| | Termination Date of Term | | | March 22, 2027 |
| 3. Rental | Rental Installment, payable Monthly, in advance | | | \$1,789.02 |
| | GST/HST, if any | | | \$232.57 |
| | PST/QST, if any | | | \$0.00 |
| | Total Monthly Rental Installment | | | \$2,021.59 |
| | Other Charges (plus applicable taxes) | | | \$785.00 |
| 4. Option to Purchase | Option to Purchase Date | | | Purchase Price |
| | March 21, 2027 | | | \$1.00 |
| 5. Place of Use | 83 Wannamaker Crescent Cambridge Ontario N3E 0C5 | | | |
| 6. Equipment Acceptance Certificate | The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein. | | | |

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

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

ROYAL BANK OF CANADA

per

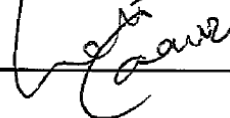

Eugene Basolini
Head, Equipment Finance Solution Centre

CHEETAH CARRIERS INC.

per

per

date



24 March 2023



Rental Statement

CHEETAH CARRIERS INC.
83 Wannamaker Crescent
Cambridge, Ontario
N3E 0C5

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

| Lease Number | Net Equipment Cost | Rental Factor |
|--|--------------------|--------------------------|
| 270366057 - 201000073082 | \$75,216.00 | 0.02378 |
| RENTAL | | \$1,789.02 |
| GST/HST * | | \$232.57 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | <u>\$2,021.59</u> |
| ADMINISTRATION FEE | | \$785.00 |
| GST/HST * | | \$102.05 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | <u>\$887.05</u> |
| TOTAL DUE ON March 22, 2023 (to be debited from your account) | | <u>\$2,908.64</u> |

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$2,021.59** will be debited from your account on the **22nd** of each month starting **April 22, 2023** unless alternative arrangements are made with the bank.

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

CHEETAH CARRIERS INC.

Per: _____
(authorized signatory and title)

Per: _____
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

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Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: CHEETAH CARRIERS INC.
 ADDRESS: 83 Wannamaker Crescent
 CITY: Cambridge PROVINCE: Ontario POSTAL CODE: N3E 0C5

The purpose of the Corporate Payment Service Agreement between CHEETAH CARRIERS INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 270366057 - 201000073082 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning March 22, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

| | |
|--|-----------|
| Name of Payor's Financial Institution | RBC |
| Branch Address | _____ |
| Transit Number of Financial Institution and Branch | 09970 003 |
| Account Number | 1048552 |

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

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



Dated the 24 day of March, 2023

ROYAL BANK OF CANADA

Per: 
 Eugene Basolini
 Head, Equipment Finance Solution Centre

Royal Bank of Canada
 5575 North Service Rd., Suite 300
 Burlington, ON L7L 6M1
 Tel: 1-866-876-3672

CHEETAH CARRIERS INC.

Per: 
 Per: 

| Lessee No. | Lease No. | Rental Amount | GST/HST (if applicable) | PST/QST (if applicable) | Total Charges (including taxes) |
|------------|--------------|---------------|----------------------------|----------------------------|------------------------------------|
| 270366057 | 201000073082 | \$1,789.02 | \$232.57 | \$0.00 | \$2,021.59 |

Goods & Services Tax No: 105 248 165

Revision (06/2022)

® Registered trademark of Royal Bank of Canada



Vehicle Number: 664077
Serial Number: 3AKJGED51GDHV7196

Used Vehicle Sales

Sold To:
0000791525
RBC ROYAL BANK
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L6M1
(800) 301-4354

SHIP TO:
CHEETAH CARRIERS INC
83 WANNAMAKER CRESCENT
CAMBRIDGE, ON
N3H 4R6

Date Sold: 3/17/2023
TORONTO UTC
3422 SUPERIOR COURT
OAKVILLE, ON L6L 0C4
(905) 469-8155
GEORGE TSATSANIS

DEALER NUMBER
1504127

| Vehicle Specs - Major Components Sold | | | | | |
|---------------------------------------|------|---------------------|--------------|--------------------------------------|-------------|
| | Year | Make | Model | Body Type | Body Length |
| Chassis | 2016 | FRTL | CASCADIA 125 | | |
| Sales Price: | | 75,216.00 | | | |
| Unexpired FHVUT: | | .00 | | | |
| Unexpired License: | | .00 | | | |
| Sales Taxes: | | 9,778.08 | | Odometer Reading: 482,440 kilometers | |
| Additional Charges (A) | | .00 | | | |
| Less: Payment(s) Received | | (7,000.00) | | | |
| Total Payment Due: | | \$ 77,994.08 | | | |

Odometer Disclosure Statement

Federal law (and Prov. law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. Ryder Truck Rental (Canada) Ltd. states that the odometer now reads 482,440 kilometers and to the best of its knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the correct amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

The undersigned transferee certifies that (s)he has received a copy of the above Odometer Disclosure Statement.

Transferee's Signature: Purchaser _____ Print Name _____ By: _____
Transferor: Ryder Truck Rental (Canada) Ltd.

Assumption of Risk of Loss

The UNDERSIGNED hereby assumes the risk of loss from any physical damage, theft, or loss of or to the Vehicle that occurs on or after the Date Sold. Transferee agrees to comply with all applicable export laws and regulations of the United States, which may prohibit the export of the Vehicle to certain parties or for certain uses.

Transferee's Signature: Purchaser _____ Print Name _____ March 17, 2023
Date Sold _____

Bill of Sale

IN CONSIDERATION of the Sales Price, Ryder Truck Rental (Canada) Ltd. ("Ryder") hereby bargains, sells and conveys to the Purchaser the above described vehicle ("Vehicle"). EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN LIMITED WARRANTY AGREEMENT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF RYDER, THE VEHICLE IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE APPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RYDER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Transferee's Signature: Purchaser _____ Print Name _____ By: 
Transferor: Ryder Truck Rental (Canada) Ltd.



Vehicle Number: 664077
 Serial Number: 3AKJGED51GDHV7196

Used Vehicle Sales - Bill of Sale

Attachment A - Total Payment Details

RBC ROYAL BANK
 0000791525

Receipt Information

Invoice Number: 664077
 Receipt Amount: _____
 Receipt Date: _____
 Check Number: _____
 A/R Number: 1748 - 700000

| | | |
|--------------------------------|--------------------------|-----------|
| Sales Price | | 75,216.00 |
| Sales Tax | | |
| Harmonized Sales Tax - ONTARIO | | 9,778.08 |
| Total Sales Tax | BST # 104 680 740 | 9,778.08 |
| Total Payment Due | _____ | 84,994.08 |
| Payment(s) Received | | 7,000.00 |
| Net Payment Due | | 77,994.08 |



Leasing Schedule

(Common Law)

Lessee # 270366057 Lease # 201000072980

Royal Bank of Canada, as Lessor, hereby leases to CHEETAH CARRIERS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of February 2, 2023

| 1. Equipment | Quantity | Make and Description | Model Number | Serial Number |
|--|--|-------------------------------------|--------------|--|
| | 2 | 2024 Utility Dry van Tandem Trailer | | 1UYVS253XR7079312 1UYVS2531R7079313 |
| 2. Term | Term (in months) | | | 60 |
| | Commencement Date of Term | | | March 16, 2023 |
| | Termination Date of Term | | | March 16, 2028 |
| 3. Rental | Rental Installment, payable Monthly, in advance | | | \$2,758.37 |
| | GST/HST, if any | | | \$358.59 |
| | PST/QST, if any | | | \$0.00 |
| | Total Monthly Rental Installment | | | \$3,116.96 |
| | Other Charges (plus applicable taxes) | | | \$785.00 |
| 4. Option to Purchase | Option to Purchase Date | | | Purchase Price |
| | March 15, 2028 | | | \$1.00 |
| 5. Place of Use | 475 HARROP DR MILTON Ontario L9T 3H3 | | | |
| 6. Equipment Acceptance Certificate | The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein. | | | |

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

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

ROYAL BANK OF CANADA

per


Eugene Basolini
Head, Equipment Finance Solution Centre

CHEETAH CARRIERS INC.

per

per

date



**Corporate Payments Service Agreement
(Lease Agreement)**



CUSTOMER NAME: CHEETAH CARRIERS INC.
 ADDRESS: 475 HARROP DR
 CITY: MILTON PROVINCE: Ontario POSTAL CODE: L9T 3H3

The purpose of the Corporate Payment Service Agreement between CHEETAH CARRIERS INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 270366057 - 201000072980 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning March 16, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

| | |
|--|-----------|
| Name of Payor's Financial Institution | RBC |
| Branch Address | _____ |
| Transit Number of Financial Institution and Branch | 09970 003 |
| Account Number | 1048552 |

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

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

Dated the 21 day of March, 2023

ROYAL BANK OF CANADA

Per: 
 Eugene Basolini
 Head, Equipment Finance Solution Centre

CHEETAH CARRIERS INC.

Per: 
 Per: _____

Royal Bank of Canada
 5575 North Service Rd., Suite 300
 Burlington, ON L7L 6M1
 Tel: 1-866-876-3672

| Lessee No. | Lease No. | Rental Amount | GST/HST (if applicable) | PST/QST (if applicable) | Total Charges (including taxes) |
|------------|--------------|---------------|----------------------------|----------------------------|------------------------------------|
| 270366057 | 201000072980 | \$2,758.37 | \$358.59 | \$0.00 | \$3,116.96 |

Goods & Services Tax No: 105 248 165

Revision (06/2022)

© Registered trademark of Royal Bank of Canada



Rental Statement

CHEETAH CARRIERS INC.
475 HARROP DR
MILTON, Ontario
L9T 3H3

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

| Lease Number | Net Equipment Cost | Rental Factor |
|--|---------------------|-------------------|
| 270366057 - 201000072980 | \$139,795.00 | 0.01973 |
| RENTAL | | \$2,758.37 |
| GST/HST * | | \$358.59 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | \$3,116.96 |
| ADMINISTRATION FEE | | \$785.00 |
| GST/HST * | | \$102.05 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | \$887.05 |
| TOTAL DUE ON March 16, 2023 (to be debited from your account) | | \$4,004.01 |

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$3,116.96** will be debited from your account on the **16th** of each month starting **April 16, 2023** unless alternative arrangements are made with the bank.

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

CHEETAH CARRIERS INC.

Per: _____
(authorized signatory and title)

Per: _____
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Ace Truck Sales
 2677 Drew Rd
 Mississauga ON L4T 3X1
 vikgupta2011@gmail.com
 GST/HST Registration No.: 702881335
 RT0001

ACE

TRUCK SALES

BILL TO

RBC Royal Bank of Canada
 300-5575 North Service Rd.,
 Burlington, ON
 L7L 6M1

SHIP TO

Cheetah Carriers Inc
 475 Harrop drive
 Milton, ON
 L9T 3H3

INVOICE 235**DATE 13/03/2023 TERMS Due on receipt****DUE DATE 13/03/2023**

| DATE | ACTIVITY | DESCRIPTION | TAX | QTY | RATE | AMOUNT |
|------|------------------------------------|------------------------|--------|-----|-----------|-----------|
| | 2024 Utility Dryvan Tandem Trailer | VIN: 1UYVS253XR7079312 | HST ON | 1 | 69,500.00 | 69,500.00 |
| | 2024 Utility Dryvan Tandem Trailer | VIN: 1UYVS2531R7079313 | HST ON | 1 | 69,500.00 | 69,500.00 |
| | Dealership Fee | | HST ON | 1 | 795.00 | 795.00 |

SUBTOTAL 139,795.00
 HST (ON) @ 13% 18,173.35
 TOTAL 157,968.35

TOTAL DUE CAD 157,968.35

TAX SUMMARY

| | RATE | TAX | NET |
|----------------|------|-----------|------------|
| HST (ON) @ 13% | | 18,173.35 | 139,795.00 |



Leasing Schedule

(Common Law)

Lessee # 270366057 Lease # 201000072255

Royal Bank of Canada, as Lessor, hereby leases to CHEETAH CARRIERS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of February 2, 2023

| 1. Equipment | Quantity | Make and Description | Model Number | Serial Number |
|---|--|-----------------------|--------------|--|
| | 2 | 2023 Hyundai Trailers | 53' | 3H3V532K1PJ473442 3H3V532K3PJ473443 |
| All Equipment, goods and services as further listed on the Macrotech Business Solutions Inc. Bill of Sale dated 02/01/2023 attached hereto, including all attachments, additions, replacements and substitutions. | | | | |
| 2. Term | Term (in months) | | | 60 |
| | Commencement Date of Term | | | February 2, 2023 |
| | Termination Date of Term | | | February 2, 2028 |
| 3. Rental | Rental Installment, payable Monthly, in advance | | | \$2,620.44 |
| | GST/HST, if any | | | \$340.66 |
| | PST/QST, if any | | | \$0.00 |
| | Total Monthly Rental Installment | | | \$2,961.10 |
| | Other Charges (plus applicable taxes) | | | \$785.00 |
| 4. Option to Purchase | Option to Purchase Date | | | Purchase Price |
| | February 1, 2028 | | | \$1.00 |
| 5. Place of Use | 83 Wannamaker Crescent Cambridge Ontario N3E 0C5 | | | |

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

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

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

ROYAL BANK OF CANADA

per

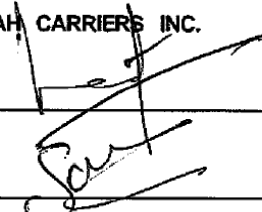

Eugene Basolini
Head, Equipment Finance Solution Centre

CHEETAH CARRIERS INC.

per

per

date


Feb. 7. 2023



Rental Statement

CHEETAH CARRIERS INC.
83 Wannamaker Crescent
Cambridge, Ontario
N3E 0C5

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

| Lease Number | Net Equipment Cost | Rental Factor |
|--|---------------------|--------------------------|
| 270366057 - 201000072255 | \$132,500.00 | 0.01978 |
| RENTAL | | \$2,620.44 |
| GST/HST * | | \$340.66 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | <u>\$2,961.10</u> |
| ADMINISTRATION FEE | | \$785.00 |
| GST/HST * | | \$102.05 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | <u>\$887.05</u> |
| TOTAL DUE ON February 2, 2023 (to be debited from your account) | | <u>\$3,848.15</u> |

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$2,961.10** will be debited from your account on the **2nd** of each month starting **March 2, 2023** unless alternative arrangements are made with the bank.

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

CHEETAH CARRIERS INC.

Per: _____
(authorized signatory and title)

Per: _____
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement ⁸⁵
(Lease Agreement)

CUSTOMER NAME: CHEETAH CARRIERS INC.
ADDRESS: 83 Wannamaker Crescent
CITY: Cambridge PROVINCE: Ontario POSTAL CODE: N3E 0C5

The purpose of the Corporate Payment Service Agreement between CHEETAH CARRIERS INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 270366057 - 201000072255 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning February 2, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution RBC
Transit Number of Financial Institution and Branch 09970 003
Account Number 1048552

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

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

Dated the 6 day of Feb, 2023

ROYAL BANK OF CANADA

Per:
Eugene Basolini
Head, Equipment Finance Solution Centre


Royal Bank of Canada
5575 North Service Rd., Suite 300
Burlington, ON L7L 6M1
Tel: 1-866-876-3672

CHEETAH CARRIERS INC.
Per:
Per:

| Lessee No. | Lease No. | Rental Amount | GST/HST (if applicable) | PST/QST (if applicable) | Total Charges (including taxes) |
|------------|--------------|---------------|----------------------------|----------------------------|------------------------------------|
| 270366057 | 201000072255 | \$2,620.44 | \$340.66 | \$0.00 | \$2,961.10 |

Goods & Services Tax No: 105 248 165

Revision (06/2022)

| BILL OF SALE | | | |
|---|---|--|---|
| 6701 Davand Dr, Mississauga, ON, L5T 2R2 | |  | |
| | | Phone # : 905-564-2880 info@macrotechbiz.com Fax – 1888-276-3842 | |
| GST/HST Number: | 741004725RT0001 | Dealer Number : | 05210745 RIN : 189035788 |
| PURCHASER(S) INFORMATION | | | |
| Name: | RBC Royal Bank of Canada | Date: | February 2, 2023 |
| Address: | 300-5575 North Service Rd., Burlington, ON L7L 6M1 | Cell# | |
| | | Email: | |
| SHIP TO | | | |
| Cheetah Carriers Inc. (83 Wannamaker Cres, Cambridge, ON, N3E 0C5) | | | |
| VEHICLE INFORMATION | | | |
| Year: | 2023 | *U* | |
| | | *This vehicle was last registered in Ontario* | |
| Make: | Hyundai | VIN# 3H3V532K1PJ473442 | |
| Model: | 53' Trailer | VIN# 3H3V532K3PJ473443 | |
| BASIC VEHICLE SALE/PURCHASE | | PURCHASE PRICE AND PAYMENT | |
| Sale Price (#3442) | \$66,250.00 | Total Sale Price | \$132,500.00 |
| Sale Price (#3443) | \$66,250.00 | Tire Tax | \$0.00 |
| | | Federal A/C Tax | \$0.00 |
| | | Admin Fee | \$0.00 |
| ADDITIONAL COMMENTS | | | |
| *It is agreed that the above mentioned equipment is sold As-Is* | | Total Vehicle Price | \$132,500.00 |
| | | HST 13% | \$17,225.00 |
| | | | |
| ACCEPTANCE OF TERMS | | Total Purchase Price | \$149,725.00 |
| * I have read all the Terms and conditions attached to this Bill of Sale and hereby acknowledges that I agree to all the conditions.* | | Licensing/MTO charges | \$0.00 |
| | | Other charges | \$0.00 |
| | | | |
| | | AMOUNT DUE | \$149,725.00 |
| Seller(s) | | Purchaser(s) | |
| Name: | Macrotech Business Solutions Inc. | Name: | RBC Royal Bank of Canada |
| Address: | 6701 Davand Dr, Mississauga, ON, L5T 2R2 | Address: | 300-5575 North Service Rd., Burlington, ON L7L 6M1 |
| Date: | February 2, 2023 | Date: | February 2, 2023 |
| Seller's Signatures: | | Buyer's Signatures: | |



Leasing Schedule

(Common Law)

Lessee # 270366057 Lease # 201000076217

Royal Bank of Canada, as Lessor, hereby leases to CHEETAH CARRIERS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of February 2, 2023

| | | | | |
|--|---|----------------------------------|--------------|-------------------|
| 1. Equipment | Quantity | Make and Description | Model Number | Serial Number |
| | 1 | 2020 Freightliner Cascadia Truck | Cascadia | 1FUJHHDR0LLLW8596 |
| 2. Term | Term (in months) | | | 36 |
| | Commencement Date of Term | | | September 7, 2023 |
| | Termination Date of Term | | | September 7, 2026 |
| 3. Rental | Rental Instalment, payable Monthly, in advance | | | \$2,488.55 |
| | GST/HST, if any | | | \$323.51 |
| | PST/QST, if any | | | \$0.00 |
| | Total Monthly Rental Instalment | | | \$2,812.06 |
| | Other Charges (plus applicable taxes) | | | \$785.00 |
| 4. Option to Purchase | Option to Purchase Date | | | Purchase Price |
| | September 6, 2026 | | | \$1.00 |
| 5. Place of Use | 83 Wannamaker Crescent Cambridge Ontario N3E 0C5 | | | |
| 6. Equipment Acceptance Certificate | The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein. | | | |

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

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

ROYAL BANK OF CANADA

CHEETAH CARRIERS INC.


per


Ghassan Deko
Head/Equipment Finance Solution Centre

per

per

date


Sep. 8. 2023



Rental Statement

CHEETAH CARRIERS INC.
83 Wannamaker Crescent
Cambridge, Ontario
N3E 0C5

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

| Lease Number | Net Equipment Cost | Rental Factor |
|---|--------------------|-------------------|
| 270366057 - 201000076217 | \$80,000.00 | 0.03110 |
| RENTAL | | \$2,488.55 |
| GST/HST * | | \$323.51 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | \$2,812.06 |
| ADMINISTRATION FEE | | \$785.00 |
| GST/HST * | | \$102.05 |
| PST/QST * | | \$0.00 |
| SUB TOTAL | | \$887.05 |
| TOTAL DUE ON September 7, 2023 (to be debited from your account) | | \$3,699.11 |

*Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$2,812.06** will be debited from your account on the **7th** of each month starting **October 7, 2023** unless alternative arrangements are made with the bank.

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

CHEETAH CARRIERS INC.

Per: *[Signature]* Director
(authorized signatory and title)

Per: _____
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

© Registered trademark of Royal Bank of Canada.



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: CHEETAH CARRIERS INC.
 ADDRESS: 83 Wannamaker Crescent
 CITY: Cambridge PROVINCE: Ontario POSTAL CODE: N3E 0C5

The purpose of the Corporate Payment Service Agreement between CHEETAH CARRIERS INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions;

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 270366057 - 201000076217 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning September 7, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

| | |
|--|-----------|
| Name of Payor's Financial Institution | RBC |
| Branch Address | _____ |
| Transit Number of Financial Institution and Branch | 09970 003 |
| Account Number | 1048552 |

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

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


Dated the 08 day of September, 2023

ROYAL BANK OF CANADA

Per: 
 Ghassan Deke
 Head, Equipment Finance Solution Centre

Royal Bank of Canada
 5575 North Service Rd., Suite 300
 Burlington, ON L7L 6M1
 Tel: 1-866-876-3672

CHEETAH CARRIERS INC.

Per: 

Per: _____

| Lessee No. | Lease No. | Rental Amount | GST/HST (if applicable) | PST/QST (if applicable) | Total Charges (including taxes) |
|------------|--------------|---------------|----------------------------|----------------------------|------------------------------------|
| 270366057 | 201000076217 | \$2,488.55 | \$323.51 | \$0.00 | \$2,812.06 |

Goods & Services Tax No: 105 248 165

Revision (03/2023)

© Registered trademark of Royal Bank of Canada



Vehicle Number: 248443
 Serial Number: 1FUJHHDR0LLW8596

601642288
 90

Used Vehicle Sales

Sold To:

0000791525
 RBC ROYAL BANK
 300-5575 NORTH SERVICE RD
 BURLINGTON, ON L7L6M1
 (800) 301-4354

*Ship to -
 Chartah Carriers Inc.
 83 - Wainnaker Cres
 Cambridge Ont.
 N7E 0C5*

Date Sold: 9/5/2023
 TORONTO UTC
 3422 SUPERIOR COURT
 OAKVILLE, ON L6L 0C4
 (905) 469-8155
 GEORGE TSATSANIS

DEALER NUMBER
1594127

| Vehicle Specs - Major Components Sold | | | | | |
|---------------------------------------|------|------|----------------------|-----------|-------------|
| | Year | Make | Model | Body Type | Body Length |
| Chassis | 2020 | FRTL | NEW CASCADIA PX12664 | | |

| | | | | | |
|---------------------------|---------------------|--|--|--------------------------------------|--|
| Sales Price: | 80,000.00 | | | | |
| Unexpired FHVUT: | .00 | | | | |
| Unexpired License: | .00 | | | | |
| Sales Taxes: | 10,400.00 | | | Odometer Reading: 773,390 kilometers | |
| Additional Charges (A) | .00 | | | | |
| Less: Payment(s) Received | (.00) | | | | |
| Total Payment Due: | \$ 90,400.00 | | | | |

Odometer Disclosure Statement

Federal law (and Prov. law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. Ryder Truck Rental (Canada) Ltd. states that the odometer now reads 773,390 kilometers and to the best of its knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the correct amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

The undersigned transferee certifies that (s)he has received a copy of the above Odometer Disclosure Statement.

Transferee's Signature: Purchaser _____ Print Name _____ By: _____
 Transferor: Ryder Truck Rental (Canada) Ltd.

Assumption of Risk of Loss

The UNDERSIGNED hereby assumes the risk of loss from any physical damage, theft, or loss of or to the Vehicle that occurs on or after the Date Sold. Transferee agrees to comply with all applicable export laws and regulations of the United states, which may prohibit the export of the Vehicle to certain parties or for certain uses.

Transferee's Signature: Purchaser _____ Print Name _____ September 05, 2023
 Date Sold

Bill of Sale

IN CONSIDERATION of the Sales Price, Ryder Truck Rental (Canada) Ltd. ("Ryder") hereby bargains, sells and conveys to the Purchaser the above described vehicle ("Vehicle"). EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN LIMITED WARRANTY AGREEMENT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF RYDER, THE VEHICLE IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE APPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RYDER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Transferee's Signature: Purchaser _____ Print Name _____ By: _____
 Transferor: Ryder Truck Rental (Canada) Ltd.



Vehicle Number: 248443
Serial Number: 1FUJHHR0LLW8596

Used Vehicle Sales - Bill of Sale

Attachment A - Total Payment Details

RBC ROYAL BANK
0000791525

| Receipt Information | |
|---------------------|----------------------|
| Invoice Number: | <u>248443</u> |
| Receipt Amount: | _____ |
| Receipt Date: | _____ |
| Check Number: | _____ |
| A/R Number: | <u>1748 - 700000</u> |

Sales Price 80,000.00

Sales Tax
Harmonized Sales Tax - ONTARIO 10,400.00
Total Sales Tax 10,400.00

Total Payment Due 90,400.00

Payment(s) Received _____

Net Payment Due 90,400.00

BST # 104 880 748

This is **Exhibit "E"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Master Client Agreement for Business Clients Signature Card

SRF No.: 270366057

Legal Name: CHEETAH CARRIERS INC.

This Signature Card forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified in section C below. The Agreement consists of this Signature Card, the Legal Terms and Conditions, and all other Documents that may become part of this Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this Signature Card have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

SECTION A - Incumbency Certificate

Each Person identified on this Signature Card has the power and authority to exercise certain rights on behalf of the Customer in connection with the Agreement and all Services, including to incur liabilities, assume obligations, and otherwise conduct business on behalf of the Customer, and to delegate power and authority on behalf of the Customer in accordance with the Agreement.

The Customer confirms, in accordance with the Customer's representations, warranties, covenants, and agreements contained in the Legal Terms and Conditions, all necessary actions have been taken in connection with these authorizations.

The Customer acknowledges, by way of each Person signing below, receipt of the Agreement, and confirms all information provided to Royal Bank, including regarding the Customer's ownership, control, and structure, is true, complete, and accurate in all respects.

This Signature Card constitutes part of the Customer's official corporate or business records.

A.1 - Signing Authorities

Each Person identified in this section is a signing authority for the Customer and is authorized, acting alone, to exercise and delegate all rights, powers, and authorities on behalf of the Customer with respect to all matters and dealings with Royal Bank, including to amend this Signature Card and otherwise legally bind the Customer and provide instructions on behalf of the Customer, except to the extent of any special instructions provided on this Signature Card below.

For authorized individuals:

Authorized Person's Name, Title, and Special Instructions

Name: SAURABH CHOPRA
Title: Signing Officer
Special Instructions: Yes

Name: UDIT GAUR
Title: Director, Owner, Signing Officer
Special Instructions: Yes

Authorized Person's Signature

Special Instructions relating to Signing Authorities

Special instructions should only be provided if the Customer has limited the authority of a Person to act on its behalf. Indicate below if special instructions are provided: **YES**

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60004,270366057,,

RBC-2-60004-201803-YE20-1-270366057-1-f4f226c5-7abf-40dd-ab95-e62a6164ccac-1-3-



Instructions for the withdrawal of funds from accounts by way of cheque, wire payment instruction, pre-authorized debit authorization, or other order for the payment of money from accounts

- Principal Level (Full access): SAURABH CHOPRA, UDIT GAUR
- - Each principal can make payments and transfers, withdraw and authorize any amount

Agreements for accounts or cash management products or services

- Principal Level (Full access): SAURABH CHOPRA, UDIT GAUR
- - Each principal can authorize or sign agreements, manage people and permissions, or buy products and services

Agreements for borrowing money or otherwise obtaining credit (including credit cards), granting security, and/or providing guarantees

- Principal Level (Full access): SAURABH CHOPRA, UDIT GAUR
- - Each principal can authorize or sign these credit agreements

Requests for draws, drawdowns, or advances under any agreements relating to borrowing money or otherwise obtaining credit

- Principal Level (Full access): SAURABH CHOPRA, UDIT GAUR
- - Each principal can make these credit requests

NOTE: All changes must be initialed by an authorized individual(s)

A.2 - RBC Commercial Credit Cards - Program Administrators

Does the client have a Commercial Credit Card account? **NO**

SECTION B - Trade Name

The Customer is the owner of each trade name below, and has the rights, powers, and authorities necessary to use each trade name below in connection with the Services.

Trade Name (Operating As):

●

SECTION C - Effect

This Signature Card is effective as of **2023-03-03** and supersedes and replaces any previous version signed by the Customer.

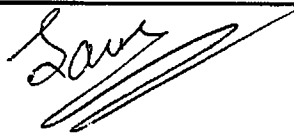
Customer's Legal Name: **CHEETAH CARRIERS INC.**

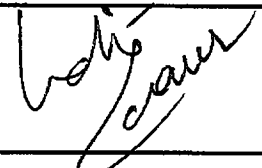
Authorized Person's Name, and Title

Name: SAURABH CHOPRA
Title: Signing Officer

Name: UDIT GAUR
Title: Director, Owner, Signing Officer

Authorized Person's Signature





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60004,270366057,,



RBC 2 60004 201803 YE20 1 270366057 1 141226c5-7abf-40dd-ab95-e62a6164ccac 2 3

SECTION D - Amendment

This Signature Card is amended as of - - and supersedes and replaces any previous version signed by the Customer.

Customer's Legal Name: **CHEETAH CARRIERS INC.**

Authorized Person's Name, and Title

Authorized Person's Signature

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f4f226c5-7abf-40dd-ab95-e62a6164ccac
60004,270366057,,



This is **Exhibit "F"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



Royal Bank of Canada General Security Agreement

SRF:
270366057

BORROWER:
CHEETAH CARRIERS INC.

BRANCH ADDRESS:
260 EAST BEAVER CREEK RD
2ND FLR
RICHMOND HILL, ON
L4B 3M3

1. SECURITY INTEREST

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

2. INDEBTEDNESS SECURED

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

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

4. COVENANTS OF THE DEBTOR

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

- ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

12. ACCELERATION

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

13. REMEDIES

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

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

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

14. MISCELLANEOUS

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

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

f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the

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

15. COPY OF AGREEMENT

- a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

| | | | |
|---|-----------------------|-----------------------|-------------------------------|
| NAME OF BUSINESS DEBTOR CHEETAH CARRIERS INC. | | | |
| ADDRESS OF BUSINESS DEBTOR 475 HARROP DR | CITY MILTON | PROVINCE ON | POSTAL CODE L9T 3H3 |

IN WITNESS WHEREOF executed this 12 day of DEC, 2022.

CHEETAH CARRIERS INC.

[Handwritten Signature]
_____ (Seal)

_____ (Seal)

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

475 HARROP DR

MILTON

ON

CA

L9T 3H3

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

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

This is **Exhibit "G"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 1
(1723)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

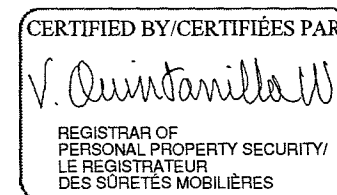
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.

FILE CURRENCY : 14MAY 2024

ENQUIRY NUMBER 20240515112646.05 CONTAINS 147 PAGE(S), 44 FAMILY(IES).

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

FOGLERS
SHANE
77 KING
TO ON M7Y 2Z7



(r/fj6 05/2022)

CONTINUED... 2

RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 2
(1724)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
505060452

00

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20240503 1108 2758 4201 | R RSLA | 01 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

02

03 BUSINESS NAME CHEETAH CARRIERS INC.

03

| ADDRESS | MILTON | ONTARIO CORPORATION NO. |
|---------|------------------|-------------------------|
| 04 | 475 HARROP DRIVE | ON L9T 3H3 |

04

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

05

06 BUSINESS NAME CHEETAH CARRIERS INC.

06

| ADDRESS | CAMBRIDGE | ONTARIO CORPORATION NO. |
|---------|--------------------|-------------------------|
| 07 | 83 WANNAMAKER CRES | ON N3E 0C5 |

07

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

08

| ADDRESS | MILTON | ON | L9T 3H3 |
|---------|------------------|----|---------|
| 09 | 475 HARROP DRIVE | | |

09

| COLLATERAL CLASSIFICATION | | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|----------------|---------------|--------|------------------|------------------------|
| 10 | CONSUMER GOODS | X | 4088 | | |

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|-------------------|
| 11 | 2023 MACK | 600 | 1M1AN4GY8PM039687 |

11

12

13 GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12078

13

14

15

16 REGISTERING AGENT BDSL -24-12078

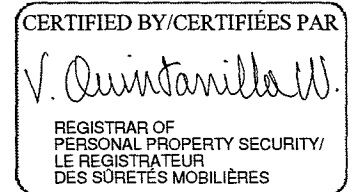
16

| ADDRESS | GEORGETOWN | ON | L7G 5X7 |
|---------|------------------------|----|---------|
| 17 | 162 GUELPH ST UNIT 106 | | |

17

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

CONTINUED... 3



(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 3
(1725)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
505060452

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 2 | | 20240503 1108 2758 4201 | | |

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

CHEETAH CARRIERS INC.
5-174 TRIDER CRESCENT
DARTMOUTH

ONTARIO CORPORATION NO.
NS B3B 1R6

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

COAST CAPITAL EQUIPMENT FINANCE LTD.
3610-181 BAY ST
TORONTO

ONTARIO CORPORATION NO.
ON M5J 2T3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION

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

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

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 4

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 4
(1726)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
505060569

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20240503 1114 2758 4202 | R RSLA | 01 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|-----------------------|---------|---------|-------------------------|
| 02 | | | | | |
| 03 | | CHEETAH CARRIERS INC. | | | |
| 04 | | 475 HARROP DRIVE | | MILTON | ON L9T 3H3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|-----------------------|---------|-----------|-------------------------|
| 05 | | | | | |
| 06 | | CHEETAH CARRIERS INC. | | | |
| 07 | | 83 WANNAMAHER CRES | | CAMBRIDGE | ON N3E 0C5 |

| SECURED PARTY / LIEN CLAIMANT | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------------------------|---------------|-----------------------------|---------|---------|-------------------------|
| 08 | | | | | |
| 09 | | BESTWAY TRUCK SERVICES INC. | | | |
| | | 475 HARROP DRIVE | | MILTON | ON L9T 3H3 |

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | NO FIXED OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------|-------|------------------------|--------|------------------|-------------|------------------------|
| | | | | | X | 924 | | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|-------------------|
| 11 | 2023 MACK | 600 | 1M1AN4GY8PM039687 |

13 GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12078

| REGISTERING AGENT | ADDRESS | BDSL | LOCATION | PROVINCE | POSTAL CODE |
|-------------------|---------|-----------|------------|----------|-------------|
| 16 | | -24-12078 | GEORGETOWN | ON | L7G 5X7 |

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

CONTINUED... 5

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 5
(1727)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
505060569

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 2 | | 20240503 1114 2758 4202 | | |

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME CHEETAH CARRIERS INC.

ADDRESS 5-174 TRIDER CRESCENT DARTMOUTH ONTARIO CORPORATION NO. NS B3B 1R6

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS 3610-181 BAY ST TORONTO ONTARIO CORPORATION NO. ON M5J 2T3

SECURED PARTY / LIEN CLAIMANT ADDRESS

| COLLATERAL CLASSIFICATION | | MOTOR VEHICLE | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-------|---------------|-----------|----------|----------|
| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER |
| | | | | | |
| | | | | | |

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 6
(1728)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504977823

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 2 | | 20240501 1408 1590 0843 | P PPSA | 5 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

02

| DEBTOR NAME | BUSINESS NAME |
|-------------|-----------------------|
| | CHEETAH CARRIERS INC. |

03

| ADDRESS | CITY |
|------------------|--------|
| 475 HARROP DRIVE | MILTON |

04

ONTARIO CORPORATION NO. 5051643
ON L9T 3H3

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

05

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------|
| | |

06

| ADDRESS |
|---------|
| |

07

ONTARIO CORPORATION NO.

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | CITY |
|-------------------------------|----------------------|----------|
| | 2603642 ONTARIO LTD. | |
| | 61 BEACON HILL DRIVE | BRAMPTON |

08

ON L6X 1H7

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

| REGISTERING AGENT | ADDRESS | CITY |
|-------------------|----------------------------------|---------|
| | MIXA LAW | |
| | 895 DON MILLS ROAD BLD 2 STE 108 | TORONTO |

16

ON M3C 1W3

17

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

CONTINUED... 7

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 7
(1729)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504977823

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 2 | | 20240501 1408 1590 0843 | | |

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 2672866 ONTARIO LTD. OPERATING AS U-GO FUEL

09 ADDRESS 61 BEACON HILL DRIVE BRAMPTON ON L6X 1H7

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

8

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 8
(1730)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504445248

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20240415 1515 2758 3920 | R RSLA | 01 |

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

CHEETAH CARRIERS INC.
475 HARROP DRIVE
MILTON

ONTARIO CORPORATION NO.
ON L9T 3H3

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

CHEETAH CARRIERS INC.
83 WANNAMAKER CRES
CAMBRIDGE

ONTARIO CORPORATION NO.
ON N3E 0C5

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

BESTWAY TRUCK SERVICES INC.
475 HARROP DRIVE
MILTON

ON L9T 3H3

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | | | X | 125 | | |

11 MOTOR VEHICLE
12 YEAR MAKE
13 MODEL
14 V.I.N.

2016 FREIGHTLINER
CSC
3AKJGED51GDHV7196

13 GENERAL COLLATERAL DESCRIPTION
14 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
15 EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11960

16 REGISTERING AGENT
17 ADDRESS

BDSL - 24-11960
106-162 GUELPH ST
GEORGETOWN ON L7G 5X7

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

CONTINUED... 9

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 9
(1731)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504445248

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20240415 1515 2758 3920 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

02
03

BUSINESS NAME THE ROYAL BANK OF CANADA

04

ADDRESS 320 FRONT ST W, 11TH FLOOR TORONTO

ONTARIO CORPORATION NO.
ON M5V 3B6

05
06

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

07

ADDRESS

ONTARIO CORPORATION NO.

08
09

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11
12

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

13
14
15

GENERAL COLLATERAL DESCRIPTION

16
17

REGISTERING AGENT

ADDRESS

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

CONTINUED... 10

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

(e)11fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 10
(1732)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504445437

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20240415 1521 2758 3921 | R RSLA | 01 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|--------------------------|---------|---------|-------------------------|
| 02 03 | | CHEETAH CARRIERS INC. | | | |
| 04 | | ADDRESS 475 HARROP DRIVE | | MILTON | ON L9T 3H3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|----------------------------|---------|-----------|-------------------------|
| 05 06 | | CHEETAH CARRIERS INC. | | | |
| 07 | | ADDRESS 83 WANNAMAKER CRES | | CAMBRIDGE | ON N3E 0C5 |

| SECURED PARTY / LIEN CLAIMANT | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------------------------|---------------|-----------------------------|---------|---------|-------------------------|
| 08 09 | | BESTWAY TRUCK SERVICES INC. | | | |
| | | ADDRESS 475 HARROP DRIVE | | MILTON | ON L9T 3H3 |

| COLLATERAL CLASSIFICATION | | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|----------------|---------------|--------|------------------|------------------------|
| 10 | CONSUMER GOODS | X | 418 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------|-------|-------------------|
| 11 12 | 2016 FREIGHTLINER | CSC | 3AKJGEB51GDHV7196 |

13 GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11960

| REGISTERING AGENT | ADDRESS | BDSL - 24-11960 | GEORGETOWN | ON | L7G 5X7 |
|-------------------|-------------------|-----------------|------------|----|---------|
| 14 15 | 106-162 GUELPH ST | | | | |

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

CONTINUED... 11

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

(c)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 11
(1733)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504445437

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20240415 1521 2758 3921 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

| DEBTOR NAME | BUSINESS NAME | ADDRESS | TORONTO | ONTARIO CORPORATION NO. |
|-------------|--------------------------|----------------------------|---------|-------------------------|
| | THE ROYAL BANK OF CANADA | 320 FRONT ST W, 11TH FLOOR | | ON M5V 3B6 |

| DEBTOR NAME | 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 | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|---------------------------|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | | | | | | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

| GENERAL COLLATERAL DESCRIPTION |
|--------------------------------|
| |

| REGISTERING AGENT | ADDRESS |
|-------------------|---------|
| | |

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

CONTINUED... 12

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 12
(1734)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504445527

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240415 1525 2758 3923 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ONTARIO CORPORATION NO. ON L9T 3H3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 226

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2016 FREIGHTLINER CSC 3AKJGED51GDHV7196

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11960

16 REGISTERING BDSL - 24-11960
17 AGENT

ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 13

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 13
(1735)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504445527

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20240415 1525 2758 3923 | | |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME THE ROYAL BANK OF CANADA

04 ADDRESS 320 FRONT ST W, 11TH FLOOR TORONTO ONTARIO CORPORATION NO. ON M5V 3B6

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 | | MOTOR VEHICLE | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-------|---------------|-----------|----------|----------|
| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER |
| | | | | | |

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

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

CONTINUED... 14

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

(orj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 14
(1736)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504445617

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240415 1528 2758 3924 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.
04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME CHEETAH CARRIERS INC.
07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5
ONTARIO CORPORATION NO.

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
09 LIEN CLAIMANT ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 441

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2016 FREIGHTLINER CSC 3AKJGED51GDHV7196

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11960

16 REGISTERING BDSL - 24-11960
17 AGENT ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 15

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

(cjt1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 15
(1737)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504445617

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20240415 1528 2758 3924 | | |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME
03 NAME

BUSINESS NAME THE ROYAL BANK OF CANADA

04

ADDRESS 320 FRONT ST W, 11TH FLOOR TORONTO

ONTARIO CORPORATION NO.
ON M5V 3B6

05 DEBTOR NAME
06 NAME

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12

13 GENERAL COLLATERAL DESCRIPTION
14
15

16 REGISTERING AGENT
17

ADDRESS

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

CONTINUED... 16

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 16
(1738)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267453

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 2 20240409 1214 2758 3832 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED
X 1247

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 FREIGHTLINER FM2 1FUJHHR5K1KH8094

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11919

16 REGISTERING BDSL - 24-11919
AGENT

17 ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 17

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

(gr1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 17
(1739)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267453

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20240409 1214 2758 3832 | | |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME 10371807 CANADA INC.

03

ONTARIO CORPORATION NO.

04

ADDRESS 11 EMERALD COAST TRAIL BRAMPTON

ON L7A 5A7

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME MERIDIAN ONECAP CREDIT CORP.

06

ONTARIO CORPORATION NO.

07

ADDRESS 800-40 SHEPPARD AVE W TORONTO

ON M2N 6K9

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 YEAR MAKE MODEL V.I.N.
VEHICLE

11

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

18

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 18
(1740)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504267696

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240409 1225 2758 3833 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.
04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME CHEETAH CARRIERS INC.
07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5
ONTARIO CORPORATION NO.

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
09 LIEN CLAIMANT ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 761

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 FREIGHTLINER FM2 1FUJHHDR5KLKH8094

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11919

16 REGISTERING BDSL - 24-11919
17 AGENT ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 19

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

(c)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 19
(1741)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267696

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 2 20240409 1225 2758 3833

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 10371807 CANADA INC.

04 ADDRESS 11 EMERALD COAST TRAIL BRAMPTON ON L7A 5A7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME MERIDIAN ONECAP CREDIT CORP.

07 ADDRESS 800-40 SHEPPARD AVE W TORONTO ON M2N 6K9
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
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 20

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

(gr1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 20
(1742)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267894

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 001 | 001 | 2 | | 20240409 1230 2758 3834 | R RSLA | 01 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

02
03

BUSINESS NAME CHEETAH CARRIERS INC.

ONTARIO CORPORATION NO.
ON L9T 3H3

04

ADDRESS 475 HARROP DRIVE MILTON

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

05
06

BUSINESS NAME CHEETAH CARRIERS INC.

ONTARIO CORPORATION NO.
ON N3E 0C5

07

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE

SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

08
09

ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

| COLLATERAL CLASSIFICATION | | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|------------------------------------|---------------|--------|------------------|------------------------|
| CONSUMER GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | | OR | |
| | | X | 6760 | | |

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------|-------|------------------|
| | 2019 FREIGHTLINER | FM2 | 1FUJHHR5KLKH8094 |

11
12

GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11919

13
14
15

REGISTERING AGENT BDSL - 24-11919

16
17

ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 21

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

(cr)1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 21
(1743)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504267894

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20240409 1230 2758 3834

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 10371807 CANADA INC.

04 ADDRESS 11 EMERALD COAST TRAIL BRAMPTON ONTARIO CORPORATION NO. ON L7A 5A7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME MERIDIAN ONECAP CREDIT CORP.

07 ADDRESS 800-40 SHEPPARD AVE W TORONTO ONTARIO CORPORATION NO. ON M2N 6K9

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
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 22

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 22
(1744)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267993

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 2 20240409 1234 2758 3835 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5 ONTARIO CORPORATION NO.

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
10 X 464

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 FREIGHTLINER FM2 1FUJHHDR5KLKH8094

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11919

16 REGISTERING BDSL - 24-11919
AGENT

17 ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 23

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 23
(1745)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504267993

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 001 | 002 | 2 | | 20240409 1234 2758 3835 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

DEBTOR NAME BUSINESS NAME 10371807 CANADA INC.

ONTARIO CORPORATION NO.
ON L7A 5A7

ADDRESS 11 EMERALD COAST TRAIL BRAMPTON

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

DEBTOR NAME BUSINESS NAME MERIDIAN ONECAP CREDIT CORP.

ONTARIO CORPORATION NO.
ON M2N 6K9

ADDRESS 800-40 SHEPPARD AVE W TORONTO

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT

ADDRESS

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

CONTINUED...

24

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 24
(1746)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504269172

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 2 20240409 1251 2758 3836 R RSLA 01

02 DEBTOR NAME DATE OF BIRTH BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
03 CHEETAH CARRIERS INC.
04 475 HARROP DRIVE MILTON ON L9T 3H3 ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
06 CHEETAH CARRIERS INC.
07 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.
09 475 HARROP DRIVE MILTON ON L9T 3H3

10 COLLATERAL CLASSIFICATION CONSUMER GOODS MOTOR VEHICLE AMOUNT DATE OF MATURITY OR INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED NO FIXED MATURITY DATE
X 989

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2019 FREIGHTLINER FM2 1FUJHHR5KCLKH8094

13 GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11919

16 REGISTERING AGENT BDSL - 24-11919
17 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 25

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

(critfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 25
(1747)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504269172

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20240409 1251 2758 3836

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 10371807 CANADA INC.

04 ADDRESS 11 EMERALD COAST TRAIL BRAMPTON ON L7A 5A7
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME MERIDIAN ONECAP CREDIT CORP.

07 ADDRESS 800-40 SHEPPARD AVE W TORONTO ON M2N 6K9
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 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 26

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 26
(1748)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504229581

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240408 1536 2758 3816 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ONTARIO CORPORATION NO.
ON L9T 3H3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 5-174 TRIDER CRESCENT DARTMOUTH ONTARIO CORPORATION NO.
NS B3E 1R6

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
09 LIEN CLAIMANT

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 464

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2023 MACK 600 1M1AN4GY1PM039630

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11915

16 REGISTERING BDSL -24-11915
17 AGENT

ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CONTINUED... 27

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

(c)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 27
(1749)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504229581

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20240408 1536 2758 3816

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME COAST CAPITAL EQUIPMENT FINANCE LTD.

04 ADDRESS 3610-181 BAY ST TORONTO ONTARIO CORPORATION NO. ON M5J 2T3

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

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 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

28

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 28
(1750)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504130608

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 1 | | 20240404 0904 2758 3772 | R RSLA | 01 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

| DEBTOR NAME | BUSINESS NAME | ADDRESS | MILTON | ONTARIO CORPORATION NO. |
|-------------|-----------------------|------------------|--------|-------------------------|
| | CHEETAH CARRIERS INC. | 475 HARROP DRIVE | | ON L9T 3H3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

| DEBTOR NAME | BUSINESS NAME | ADDRESS | MISSISSAUGA | ONTARIO CORPORATION NO. |
|-------------|-----------------------------------|---------------|-------------|-------------------------|
| | TPINE LEASING CAPITAL CORPORATION | 6050 DIXIE RD | | ON L5T 1A6 |

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | MILTON | ON | L9T 3H3 |
|-------------------------------|------------------|--------|----|---------|
| BESTWAY TRUCK SERVICES INC. | 475 HARROP DRIVE | | | |

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|---------------|--------|---------------------|------------------------|
| | X | 3021 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------|-------|-------------------|
| | 2017 FREIGHTLINER | CSC | 1FUJGLDR6HLHT1046 |

GENERAL COLLATERAL DESCRIPTION: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11907

| REGISTERING AGENT | ADDRESS | GEORGETOWN | ON | L7G 5X7 |
|-------------------|------------------------|------------|----|---------|
| | 162 GUELPH ST UNIT 106 | | | |

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

CONTINUED... 29

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 29
(1751)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504130833

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 1 | | 20240404 0908 2758 3773 | R RSLA | 01 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

06 BUSINESS NAME TPINE LEASING CAPITAL CORPORATION

07 ADDRESS 6050 DIXIE RD MISSISSAUGA ON L5T 1A6

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE |
|----------|-------|-----------|-----------|----------|-------|------------------------|--------|------------------|----|------------------------|
| | | | | | | X | 181 | | | |

| MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
|---------------|------|--------------|-------|-------------------|
| 11 | 2017 | FREIGHTLINER | CSC | 1FUJGLDR6HLHT1046 |

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11907

16 REGISTERING AGENT BDSL -24-11907

17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CONTINUED... 30

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 30
(1752)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504148473

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240404 1448 2758 3785 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5
ONTARIO CORPORATION NO.

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
LIEN CLAIMANT

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 1055

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2020 FREIGHTLINER FM2 3AKJHHRDXLSKW9076

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11909

16 REGISTERING BDSL -24-11909
AGENT

17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CONTINUED... 31

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 31
(1753)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
504148473

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 2 | | 20240404 1448 2758 3785 | | |

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME MITSUBISHI HC CAPITAL CANADA LEASING INC.

04 ADDRESS 401-1100 BURLOAK DRIVE BURLINGTON ON L7L 6B2 ONTARIO CORPORATION NO.

05 DEBTOR NAME 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 | | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|--|---------------|--------|------------------|------------------------|
| CONSUMER | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | | OR | |
| 10 | | | | | |

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

12

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 32

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 32
(1754)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504149013

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240404 1453 2758 3786 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT BESTWAY TRUCK SERVICES INC.

09 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 633

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2020 FREIGHTLINER FM2 3AKJHHRXLK9076

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11909

16 REGISTERING BDSL -24-11909
AGENT

17 ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CONTINUED... 33

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

(ej1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 33
(1755)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504149013

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20240404 1453 2758 3786

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME MITSUBISHI HC CAPITAL CANADA LEASING INC.

04 ADDRESS 401-1100 BURLOAK DRIVE BURLINGTON ON L7L 6B2 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / 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
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT

17 ADDRESS

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

CONTINUED... 34

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 34
(1756)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504150102

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20240404 1512 2758 3787 | R RSLA | 01 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|--------------------------|---------|---------|-------------------------|
| 03 | | CHEETAH CARRIERS INC. | | | |
| 04 | | ADDRESS 475 HARROP DRIVE | | MILTON | ON L9T 3H3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|----------------------------|---------|-----------|-------------------------|
| 05 | | CHEETAH CARRIERS INC. | | | |
| 06 | | ADDRESS 83 WANNAMAKER CRES | | CAMBRIDGE | ON N3E 0C5 |

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | LOCATION | PROVINCE | POSTAL CODE |
|-------------------------------|-----------------------------|----------|----------|-------------|
| 08 | BESTWAY TRUCK SERVICES INC. | | | |
| 09 | ADDRESS 475 HARROP DRIVE | MILTON | ON | L9T 3H3 |

| COLLATERAL CLASSIFICATION | | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|----------------|---|--------|------------------|------------------------|
| 10 | CONSUMER GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | 4427 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|------------|-------|-------------------|
| 11 | 2019 VOLVO | VVN | 4V4NC9EHXKN210339 |

13 GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11908

| REGISTERING AGENT | ADDRESS | LOCATION | PROVINCE | POSTAL CODE |
|-------------------|--------------------------------|------------|----------|-------------|
| 16 | BDSL -24-11908 | | | |
| 17 | ADDRESS 162 GUELPH ST UNIT 106 | GEORGETOWN | ON | L7G 5X7 |

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

CONTINUED... 35

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 35
(1757)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504150102

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
002 2 20240404 1512 2758 3787

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ESSEX LEASE FINANCIAL CORPORATION

04 ADDRESS 10768 74 ST SE CALGARY ONTARIO CORPORATION NO. AB T2C 5N6

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 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

16 REGISTERING AGENT ADDRESS

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

CONTINUED... 36

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

(c)j1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 36
(1758)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
504150219

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20240404 1516 2758 3788 R RSLA 01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.
04 ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME CHEETAH CARRIERS INC.
07 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ON N3E 0C5
ONTARIO CORPORATION NO.

08 SECURED PARTY / BESTWAY TRUCK SERVICES INC.
09 LIEN CLAIMANT ADDRESS 475 HARROP DRIVE MILTON ON L9T 3H3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 543

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 VOLVO VVN 4V4NC9EHXKN210339

13 GENERAL COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
14 COLLATERAL EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS
15 DESCRIPTION THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-11908

16 REGISTERING BDSL -24-11908
17 AGENT ADDRESS 162 GUELPH ST UNIT 106 GEORGETOWN ON L7G 5X7

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

CONTINUED... 37

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 37
(1759)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
501496866

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 1 | | 20231227 1249 1902 4831 | P PPSA | 01 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON ON L7A 0C2 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / AVA FINANCIAL GROUP INC.
LIEN CLAIMANT

09 ADDRESS 6066 YONGE STREET TORONTO ON M2M 3W6

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 YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ESC CORPORATE SERVICES LTD.
AGENT

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

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

CONTINUED... 38

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 38
(1760)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796981437

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 4 20230908 1200 1532 8088 P PPSA 3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.
04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

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

08 SECURED PARTY / ROYAL BANK OF CANADA
09 LIEN CLAIMANT ADDRESS 5575 NORTH SERVICE RD,STE 300 BURLINGTON ON L7L 6M1

10 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 2020 FREIGHTLINER CASCADIA 1FUJHHR0LLW8596

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000076217..
14 COLLATERAL EQUIPMENT DESCRIPTION, 2020 FREIGHTLINER CASCADIA PX 12664 TRUCK.
15 DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

16 REGISTERING D + H LIMITED PARTNERSHIP
17 AGENT ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 39

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

(c)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 39
(1761)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796981437

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 4 20230908 1200 1532 8088

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

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 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
14 COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
15 DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 40

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

(c)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 40
(1762)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796981437

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 4 20230908 1200 1532 8088

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 /
09 LIEN CLAIMANT 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 LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
14 COLLATERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
15 DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 41

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 41
(1763)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796981437

01 CAUTION FILING PAGE NO. TOTAL OF PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
004 4 20230908 1200 1532 8088

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 DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

42

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 42
(1764)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792733608

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 2 | | 20230427 0817 1532 2429 | P PPSA | 4 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 BUSINESS NAME : CHEETAH CARRIERS INC.

04 ADDRESS : 475 HARROP DR MILTON ON L9T3H3

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | 29JAN1983 | UDIT | K | GAUR |

06 BUSINESS NAME

07 ADDRESS : 83 WANNAMAKER CRES CAMBRIDGE ON N3E0C5

08 SECURED PARTY / LIEN CLAIMANT : HONDA CANADA FINANCE INC.

09 ADDRESS : 180 HONDA BLVD MARKHAM ON L6C0H9

COLLATERAL CLASSIFICATION

| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE |
|----------|-------|-----------|-----------|----------|-------|------------------------|--------|------------------|----|------------------------|
| | X | | X | | | X | 56183 | 19APR2027 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|------------|-------|-------------------|
| 11 | 2023 HONDA | CRV | 2HKRS6H99PH203568 |

13 GENERAL : THE FULL DEBTOR NAME IS - UDIT KANT GAUR

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT : D + H LIMITED PARTNERSHIP

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

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

CONTINUED... 43

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 43
(1765)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
792733608

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20230427 0817 1532 2429 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

02

03 BUSINESS NAME

04

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. N3E0C5

05

06 DEBTOR NAME BUSINESS NAME

07

ADDRESS ONTARIO CORPORATION NO.

08

09 SECURED PARTY / LIEN CLAIMANT ADDRESS

09

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

10

| MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
|---------------|------|------|-------|--------|
| | | | | |

11

12

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 44

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

(rj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 44
(1766)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791684901

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
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| 01 | 001 | 4 | | 20230322 1602 1532 8161 | P PPSA | 04 |

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME
03 BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

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

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 2016 FREIGHTLINER MODEL CASCADIA 125 V.I.N. 3AKJGED51GDHV7196

13 GENERAL COLLATERAL DESCRIPTION EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000073082. EQUIPMENT DESCRIPTION, 2016 FREIGHTLINER 125 CASCADIA TRUCK. TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 45

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 45
(1767)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791684901

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 4 | | 20230322 1602 1532 8161 | | |

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

REGISTERING AGENT

ADDRESS

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

CONTINUED... 46

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 46
(1768)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 003 | 4 | | 20230322 1602 1532 8161 | | |

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 | | MOTOR VEHICLE | | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-------|---------------|-----------|----------------|----------|---------------------------|
| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | INCLUDED | MATURITY OR MATURITY DATE |
| 10 | | | | | | |

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

13 GENERAL LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
14 COLLATERAL GOODS, ACCOUNTS RECEIVABLE, RENT'S OR OTHER PAYMENTS ARISING FROM THE
15 DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

47

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

(c)1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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CERTIFICATE

REPORT : PSSR060
PAGE : 47
(1769)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791684901

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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004 4 20230322 1602 1532 8161

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 DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO
15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

48

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

(crj)fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(1770)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791523297

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 4 | | 20230316 1012 1532 0694 | P PPSA | 05 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 DEBTOR BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 475 HARROP DR MILTON ON L9T3H3

ONTARIO CORPORATION NO.

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

06 DEBTOR BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

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

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 | 2024 UTILITY | TANDEM | 1UYVS253XR7079312 |
| 12 | 2024 UTILITY | TANDEM | 1UYVS2531R7079313 |

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072980..
14 COLLATERAL EQUIPMENT DESCRIPTION, 2 2024 UTILITY DRY VANS TRAILERS. TOGETHER
15 DESCRIPTION WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

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

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

CONTINUED... 49

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

(c)11fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 49
(1771)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791523297

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 4 | | 20230316 1012 1532 0694 | | |

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 | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------|---|--------|---------------------|------------------------|
| 10 | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | | | |

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

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

50

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

(grj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 50
(1772)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791523297

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 003 | 4 | | 20230316 1012 1532 0694 | | |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| 10 | | | | | | | |

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

13 GENERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
14 COLLATERAL RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
15 DESCRIPTION COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

51

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 51
(1773)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
791523297

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|---------------------|------------------|---------------------|
| 01 | 004 | 4 | | 20230316 1012 1532 | 0694 | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

13 GENERAL COLLATERAL DESCRIPTION TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

52

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

(rjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 52
(1774)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483572

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 4 20230202 1542 1532 5511 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

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

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
2023 HYUNDAI 53' TRAILER 3H3V532K1PJ473442
12 VEHICLE 2023 HYUNDAI 53' TRAILER 3H3V532K3PJ473443

13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072255..
14 COLLATERAL EQUIPMENT DESCRIPTION, 2X 2023 HYUNDAI 53' TRAILERS TOGETHER WITH
15 DESCRIPTION ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

16 REGISTERING D + H LIMITED PARTNERSHIP
AGENT

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

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

CONTINUED... 53

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

(c)j1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 53
(1775)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483572

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 4 | | 20230202 1542 1532 5511 | | |

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 | | MOTOR VEHICLE | | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-------|---------------|-----------|----------------|----------|---------------------------|
| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | INCLUDED | MATURITY OR 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 DEALING WITH THE
15 DESCRIPTION COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 54

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 54
(1776)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483572

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 003 | 4 | | 20230202 1542 1532 5511 | | |

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 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 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
14 COLLATERAL RECEIVABLE, RENT'S OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
15 DESCRIPTION COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

16 REGISTERING AGENT ADDRESS
17

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

CONTINUED...

55

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 55
(1777)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483572

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 004 | 4 | | 20230202 1542 1532 5511 | | |

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
14 COLLATERAL PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE
15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

56

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 56
(1778)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|--|--|-----------------------------|------------------------|
| 01 | 001 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 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 | CHEETAH CARRIERS INC. | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | ADDED VIN NO IN GENERAL COLLATERAL | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | |
| 04/07 | | ADDRESS | ONTARIO CORPORATION NO. | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | ADDRESS | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | | CONSUMER GOODS | MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
| 12 | GENERAL | DELETED | | | |
| 13 | COLLATERAL DESCRIPTION | EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072255.. | | | |
| 14 | | EQUIPMENT DESCRIPTION, 2X 2023 HYUNDAI 53' TRAILERS TOGETHER WITH | | | |
| 15 | REGISTERING AGENT OR | D + H LIMITED PARTNERSHIP | | | |
| 16 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 2 ROBERT SPECK PARKWAY, 15TH FLOOR | | MISSISSAUGA ON L4Z 1H8 |

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

CONTINUED... 57

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 57
(1779)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|---|--------------------------|-------------------------|-------------------------|
| 01 | 002 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| | | | | | CORRECT PERIOD |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER GOODS | | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. | |
| 12 | GENERAL DESCRIPTION | ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE REGISTERING AGENT OR | | | |
| 13 | COLLATERAL DESCRIPTION | | | | |
| 14 | REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT | ADDRESS | | | |

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

CONTINUED...

58

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 58
(1780)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|---|--------------------------|-------------------------|-------------------------|
| 01 | 003 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 09 | | ADDRESS | | | |
| 10 | | COLLATERAL CLASSIFICATION | | | |
| | | CONSUMER GOODS | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. | |
| 13 | GENERAL COLLATERAL DESCRIPTION | COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE REGISTERING AGENT OR | | | |
| 17 | SECURED PARTY/LIEN CLAIMANT | ADDRESS | | | |

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

CONTINUED...

59

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 59
(1781)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|--|--------------------------|-------------------------|-------------------------|
| 01 | 004 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED |
| | | | | | DATE OF MATURITY OR |
| | | | | | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
| 12 | GENERAL COLLATERAL DESCRIPTION | | | | |
| 13 | | COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER | | | |
| 14 | | PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE | | | |
| 15 | REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT | | | | |
| 16 | | ADDRESS | | | |
| 17 | | | | | |

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

CONTINUED...

60

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

(orj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 60
(1782)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--------------------------------------|---------------|--------------------------|-------------------------|----------------------------|
| 01 | 005 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| | | | | | CORRECT PERIOD |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | ONTARIO CORPORATION NO. |
| 04/07 | | ADDRESS | | | |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNER | | | | |
| 09 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED |
| | | | | | DATE OF AMOUNT MATURITY OR |
| | | | | | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR | MAKE | MODEL | V-I-N. |
| 13 | GENERAL COLLATERAL | | | | |
| 14 | DESCRIPTION | | | | |
| 15 | | | | | |
| 16 | REGISTERING AGENT OR | | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | | | | ADDRESS |

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

CONTINUED...

61

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 61
(1783)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|--|--------------------------|-------------------------|-------------------------|
| 01 | 006 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | TRANSFEEE | BUSINESS NAME | | | ONTARIO CORPORATION NO. |
| 04/07 | | ADDRESS | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER GOODS | MOTOR VEHICLE INVENTORY | DATE OF MATURITY | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
| 13 | GENERAL DESCRIPTION | DESCRIBED UNDER LEASE CONTRACT # 201000072255.. EQUIPMENT | | | |
| 14 | COLLATERAL DESCRIPTION | 2X 2023 HYUNDAI 53' TRAILERS VIN 3H3V532K1PJ473442 / 3H3V532K3PJ473443 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, | | | |
| 16 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | | | |

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

CONTINUED...

62

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 62
(1784)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|----------------|--------------------------|-------------------------|-------------------------|
| 01 | 007 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER GOODS | MOTOR VEHICLE | DATE OF MATURITY | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL DESCRIPTION | YEAR MAKE | MODEL | V.I.N. | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT | ADDRESS | | | |
| 17 | | | | | |

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

CONTINUED...

63

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 63
(1785)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|---|--------------------------|-------------------------|-------------------------|
| 01 | 008 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | ONTARIO CORPORATION NO. |
| 04/07 | | ADDRESS | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | ADDRESS | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | | CONSUMER GOODS | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
| 12 | GENERAL COLLATERAL DESCRIPTION | LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, | | | |
| 13 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | | | |

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

CONTINUED...

64

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 64
(1786)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|---|--------------------------|-------------------------|-------------------------|
| 01 | 009 | 9 | | 20230203 1121 1532 8394 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 790483572 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS |
| 23 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 28 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 02/05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | | | |
| 03/06 | | | | | ONTARIO CORPORATION NO. |
| 04/07 | | ADDRESS | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | | | | |
| 09 | | ADDRESS | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER GOODS | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 13 | DESCRIPTION | DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | | | |
| 16 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | | | |

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

CONTINUED...

65

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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 65
(1787)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483635

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 5 | | 20230202 1544 1532 5538 | P PPSA | 10 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|--------------------------------|---------|-----------|-------------------------|
| 02 | | | | | |
| 03 | | CHEETAH CARRIERS INC. | | | |
| 04 | | ADDRESS 83 WANNAMAKER CRESCENT | | CAMBRIDGE | ON N3E0C5 |

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

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | ON | L7L 6M1 |
|-------------------------------|-------------------------------|------------|---------|
| 08 | ROYAL BANK OF CANADA | | |
| 09 | 5575 NORTH SERVICE RD,STE 300 | BURLINGTON | |

| COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|---------------------------|----------|---------------|-----------|-------------------------|------------------------|
| 10 | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER INCLUDED | |
| | X | X | X | X | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| 11 | | | |
| 12 | | | |

13 GENERAL AS PER MASTER LEASE AGREEMENT DATED FEBRUARY 2, 2023 TOGETHER WITH
 14 COLLATERAL ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR
 15 DESCRIPTION AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS,

| REGISTERING AGENT | ADDRESS | MISSISSAUGA | ON | L4Z 1H8 |
|-------------------|------------------------------------|-------------|----|---------|
| 16 | D + H LIMITED PARTNERSHIP | | | |
| 17 | 2 ROBERT SPECK PARKWAY, 15TH FLOOR | | | |

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

CONTINUED... 66

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

(crj11v 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 66
(1788)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790483635

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 5 | | 20230202 1544 1532 5538 | | |

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 ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

67

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 67
(1789)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790483635

CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
01 003 5 20230202 1544 1532 5538

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

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

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

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

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 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 68

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 68
(1790)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
790483635

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 004 | 5 | | 20230202 1544 1532 5538 | | |

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

16 REGISTERING AGENT ADDRESS

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

CONTINUED... 69

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 69
(1791)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
790483635

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 005 | 5 | | 20230202 1544 1532 5538 | | |

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL.

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 70

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 70
(1792)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
788952654

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|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 001 | 001 | 1 | | 20221201 1114 4085 2787 | P PPSA | 05 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-----------------------|---------------|------------------|---------|---------|
| CHEETAH CARRIERS INC. | | | | |

| BUSINESS NAME | ADDRESS | MILTON | ONTARIO CORPORATION NO. |
|-----------------------|---------------|--------|-------------------------|
| CHEETAH CARRIERS INC. | 475 HARROP DR | MILTON | ON L9T 3H3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

| BUSINESS NAME | ADDRESS | ONTARIO CORPORATION NO. |
|---------------|---------|-------------------------|
| | | |

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | TORONTO | ON | M2P 0A4 |
|-------------------------------|-------------------------------|---------|----|---------|
| ROYAL BANK OF CANADA | 36 YORK MILLS ROAD, 4TH FLOOR | TORONTO | ON | M2P 0A4 |

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION

| REGISTERING AGENT | D + H LIMITED PARTNERSHIP | ADDRESS | MISSISSAUGA | ON | L4Z 1H8 |
|-------------------|---------------------------|------------------------------------|-------------|----|---------|
| | D + H LIMITED PARTNERSHIP | 2 ROBERT SPECK PARKWAY, 15TH FLOOR | MISSISSAUGA | ON | L4Z 1H8 |

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

CONTINUED... 71

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 71
(1793)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
787349268

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 003 | | 20221005 1622 8077 4790 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME CHEETAH CARRIERS INC.

07 ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON ONTARIO CORPORATION NO. ON L7A 4Y6

08 SECURED PARTY / LIEN CLAIMANT VFS CANADA INC.

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 2023 MACK AN64T 1M1AN4GYXPM039688

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

16 REGISTERING REGISTRY = RECOVERY INC.
17 AGENT

ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 72

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 72
(1794)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787349268

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 003 | | 20221005 1622 8077 4790 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

02
03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

05
06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08
09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11
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

16 REGISTERING AGENT

17

ADDRESS

*** 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

(crj1hv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 73
(1795)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
787349268

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 003 | | 20221005 1622 8077 4790 | | |

01

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

ONTARIO CORPORATION NO.

04

ADDRESS

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

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

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

13 GENERAL INSURANCE PROCEEDS
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED...

74

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 74
(1796)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|--------------------------------------|--|-------------------------|------------------|
| 01 | 01 | 001 | | 20221213 1028 8077 6618 | P PPSA |
| 21 | RECORD REFERENCED | FILE NUMBER | 787349268 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | FIRST GIVEN NAME | CHEETAH CARRIERS INC. | INITIAL SURNAME |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | ADD DEBTOR | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | HBC TRANSPORTATION INC. | INITIAL SURNAME |
| 03/06 | TRANSFEE | BUSINESS NAME | HBC TRANSPORTATION INC. | | |
| 04/07 | ADDRESS | 33 ARMSTRONG AVENUE | GEORGETOWN | ONTARIO CORPORATION NO. | ON L7G 4X6 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | CONSUMER GOODS | MOTOR VEHICLE | DATE OF MATURITY | NO FIXED MATURITY DATE | |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 12 | COLLATERAL DESCRIPTION | | | | |
| 13 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | REGISTRY = RECOVERY INC. 1551 THE QUEENSWAY | TORONTO | ON M8Z 1T5 |

*** 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

(orj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 75
(1797)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786852873

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20220920 1348 5064 1413 P PPSA 06

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME CHEETAH CARRIERS INC.

ADDRESS 5- 174 TRIDER CRESCENT DARTMOUTH ONTARIO CORPORATION NO. NS B3B 1R6

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
29JAN1983 UDIT K GAUR

DEBTOR NAME BUSINESS NAME ADDRESS 193 THORNBUSH BLVD. BRAMPTON ONTARIO CORPORATION NO. ON L7A 4R7

SECURED PARTY / LIEN CLAIMANT COAST CAPITAL EQUIPMENT FINANCE LTD.

ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

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

MOTOR YEAR MAKE MODEL V.I.N.
VEHICLE 2023 MACK ANTHEM 1M1AN4GY8PM039687

GENERAL (1) ONE NEW 2023 MACK ANTHEM S/N 1M1AN4GY8PM039687 TOGETHER WITH
COLLATERAL ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
DESCRIPTION SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

REGISTERING ESC CORPORATE SERVICES LTD.
AGENT ADDRESS 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 76
(1798)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786852873

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 3 | | 20220920 1348 5064 1413 | | |

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

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

16 REGISTERING 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

(crj1tv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 77
(1799)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
786852873

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 3 | | 20220920 1348 5064 1413 | | |

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

14 COLLATERAL COLLATERAL.

15 DESCRIPTION

16 REGISTERING AGENT

ADDRESS

17

*** 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

(crj1v 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 78
(1800)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786853314

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 3 | | 20220920 1357 5064 1423 | P PPSA | 06 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 5-174 TRIDER CRESCENT DARTMOUTH ONTARIO CORPORATION NO. NS B3B 1R6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME 29JAN1983 UDIT K GAUR

07 ADDRESS 193 THORNBUSH BLVD BRAMPTON ONTARIO CORPORATION NO. ON L7A 4R7

08 SECURED PARTY / LIEN CLAIMANT COAST CAPITAL EQUIPMENT FINANCE LTD.

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------|-------|------------------------|--------|---------------------|------------------------|
| 10 | X | | X | | X | | | |

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2023 MACK ANTHEM 1M1AN4GY1PM039630

13 GENERAL (1) ONE NEW 2023 MACK ANTHEM S/N 1M1AN4GY1PM039630 TOGETHER WITH
14 COLLATERAL ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
15 DESCRIPTION SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

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... 79

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 79
(1801)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786853314

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 002 | 3 | | 20220920 1357 5064 1423 | | |

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

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

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

16 REGISTERING AGENT ADDRESS

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 80
(1802)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
786853314

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 003 | 3 | | 20220920 1357 5064 1423 | | |

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 | | MOTOR VEHICLE | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-------|---|--------|-------------|---------------|
| CONSUMER | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | | MATURITY OR | MATURITY DATE |
| 10 | | | | | |

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

13 GENERAL COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
14 COLLATERAL COLLATERAL.
15 DESCRIPTION

16 REGISTERING AGENT
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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 81
(1803)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782402706

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 1 | | 20220427 1350 1902 4801 | P PPSA | 05 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TPINE LEASING CAPITAL CORPORATION

09 ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

| COLLATERAL CLASSIFICATION | | CONSUMER | | MOTOR VEHICLE | | AMOUNT | DATE OF | NO FIXED |
|---------------------------|-----------|-----------|----------|---------------|----------|--------|----------|------------------|
| GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | INCLUDED | | MATURITY | OR MATURITY DATE |
| | | X | | | X | 140495 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|----------------|---------|-------------------|
| 11 | 2018 STOUGHTON | DRY VAN | 1DW1A5324JBA00243 |
| 12 | 2018 STOUGHTON | DRY VAN | 1DW1A5328JBA00259 |

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

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... 82

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

(e)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 82
(1804)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 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 | | 20230704 1633 1465 4670 | | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 782402706 | | | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED F PART DISCH | RENEWAL YEARS CORRECT PERIOD | | |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME | | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | | |
| 03/06 | | BUSINESS NAME | ONTARIO CORPORATION NO. | | | | |
| 04/07 | | ADDRESS | | | | | |
| 29 | ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | | | |
| 08 | | ADDRESS | | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | | | |
| 10 | CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL | YEAR | MAKE | MODEL | V. I. N. | | |
| 12 | | 2018 | SPOUGHTON | DRY VAN | 1DW1A5328JBA00259 | | |
| 13 | COLLATERAL DESCRIPTION | | | | | | |
| 14 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | ESC CORPORATE SERVICES LTD. 445 KING STREET WEST, SUITE 400 | | TORONTO | ON | M5V 1K4 |

*** 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

(crj2hv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 83
(1805)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781638795

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 004 20220331 1703 1462 6343 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. N3E0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME SAURABH CHOPRA

07 ADDRESS 22 WAINWRIGHT BRAMPTON ONTARIO CORPORATION NO. L7A4Y6

08 SECURED PARTY / LIEN CLAIMANT ESSEX LEASE FINANCIAL CORPORATION

09 ADDRESS 10768 74TH STREET SE CALGARY AB T2C5N6

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 VOLVO VNL 860 4V4NC9EHXKN210339

13 GENERAL USED 2019 VOLVO VNL 860 T/A SLEEPER TRUCK TRACTOR S/N
14 COLLATERAL 4V4NC9EHXKN210339
15 DESCRIPTION

16 REGISTERING AGENT ESSEX LEASE FINANCIAL CORPORATION
17 ADDRESS 10768 74TH STREET SE CALGARY AB T2C5N6

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 84
(1806)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781638795

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 02 | 004 | | 20220331 1703 1462 6343 | P PPSA | 4 |

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

04 ADDRESS 83 WANNAMAKER CRES 83 WANNAMAKER CRES ON N3E0C5
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 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 GOODS DESCRIBED HEREIN, TOGETHER WITH ALL ATTACHMENTS,
14 COLLATERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND
15 DESCRIPTION IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

16 REGISTERING AGENT ESSEX LEASE FINANCIAL CORPORATION
17 ADDRESS 10768 74TH STREET SE CALGARY AB T2C5N6

*** 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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 85
(1807)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781638795

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 004 | | 20220331 1703 1462 6343 | P PPSA | 4 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

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

REGISTERING AGENT ESSEX LEASE FINANCIAL CORPORATION

ADDRESS 10768 74TH STREET SE CALGARY AB T2C5N6

*** 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

(cij1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 86
(1808)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781638795

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 004 | | 20220331 1703 1462 6343 | P PPSA | 4 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

08
09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE

GENERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
13 COLLATERAL
14 DESCRIPTION
15

REGISTERING ESSEX LEASE FINANCIAL CORPORATION
16 AGENT

17

ADDRESS 10768 74TH STREET SE CALGARY AB T2C5N6

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

CONTINUED... 87

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 87
(1809)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781229781

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 006 | | 20220318 1402 1462 0342 | P PPSA | 5 |

02 DEBTOR NAME: [REDACTED]
 03 BUSINESS NAME: CHEETAH CARRIERS INC
 04 ADDRESS: 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. N3E0C5

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

08 SECURED PARTY / LIEN CLAIMANT: MITSUBISHI HC CAPITAL CANADA LEASING, INC.
 09 ADDRESS: 301-3390 SOUTH SERVICE RD. 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 | X | | | |

11 MOTOR VEHICLE: YEAR MAKE 2020 FREIGHTLINER MODEL CASCADIA V.I.N. 3AKJHHRXLK9076

13 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

16 REGISTERING AGENT: PPSA CANADA INC. - (7017)
 17 ADDRESS: 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 88

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 88
(1810)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781229781

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
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| | 02 | 006 | | 20220318 1402 1462 0342 | P PPSA | 5 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME
03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME
06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

SECURED PARTY / LIEN CLAIMANT
ADDRESS

08
09

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

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

11
12

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

13
14
15

REGISTERING AGENT PPSA CANADA INC. - (7017)
ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

16
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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 89
(1811)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
781229781

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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 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. - (7017)
AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** 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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 90
(1812)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781229781

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 006 | | 20220318 1402 1462 0342 | P PPSA | 5 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL 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. - (7017)

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 : 136
RUN DATE : 2024/05/15
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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(1813)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

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FILE NUMBER
781229781

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01 05 006 20220318 1402 1462 0342 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER 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 (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR
14 COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND
15 DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

16 REGISTERING PPSA CANADA INC. - (7017)
AGENT

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

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

CONTINUED... 92

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 92
(1814)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781229781

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| | 06 | 006 | | 20220318 1402 1462 0342 | P PPSA | 5 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
|-------------|---------------|------------------|---------|---------|

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
|-------------|---------------|------------------|---------|---------|

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
|---------------|-----------|-------|--------|

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

REGISTERING AGENT PPSA CANADA INC. - (7017)

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 93
 (1815)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 780508611

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| 01 | 001 | 1 | | 20220218 1158 1901 2672 | P PPSA | 06 |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME CHEETAH CARRIERS INC.

03

ADDRESS 475 HARROP DRIVE MILTON

04

ONTARIO CORPORATION NO.
 ON L9T 3H3

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT TPINE LEASING CAPITAL CORPORATION

08

ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

09

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | X | | X | 254317 | | |

10

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
 2022 FREIGHTLINER CASCADIA 1FUJHHR4NLMW8705

11

VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

14

15

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

16

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

17

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

CONTINUED... 94

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

(crj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 94
 (1816)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 780415146

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|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 005 | | 20220215 1002 1462 8854 | P PPSA | 5 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE

ONTARIO CORPORATION NO. 10371807
 ON N3E0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME SAURABH CHOPRA

07 ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON

ONTARIO CORPORATION NO. L7A4Y6
 ON

08 SECURED PARTY / LIEN CLAIMANT ARUNDEL CAPITAL CORPORATION

09 ADDRESS SUITE 201, 3007 14TH STREET SW CALGARY

AB T2T3V6

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------|-------|------------------------|--------|---------------------|------------------------|
| | | X | | X | X | | 14FEB2027 | |

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE 2016 UTILITY VS2 53 FT 1UYVS2530GG455643

13 GENERAL ONE (1) USED 2016 UTILITY VS2 53 FT T/A DRY VAN TRAILER S/N

14 COLLATERAL 1UYVS2530GG455643,
 15 DESCRIPTION

16 REGISTERING PPSA CANADA INC - (8290)
 17 AGENT

ADDRESS 303-110 SHEPPARD AVE. E. 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

(orjfv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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 : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 780415146

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| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
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| | 02 | 005 | | 20220215 1002 1462 8854 | P PPSA | 5 |

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME 29JAN1983 UDIT K GAUR
 BUSINESS NAME

04

ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE

ONTARIO CORPORATION NO.
 ON N3E0C5

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 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
 14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND
 15 DESCRIPTION ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

16 REGISTERING PPSA CANADA INC - (8290)
 AGENT

17

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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

(crjfv 05/2022)



RUN NUMBER : 136
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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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(1818)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

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FILE NUMBER
780415146

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
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| | 03 | 005 | | 20220215 1002 1462 8854 | P PPSA | 5 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

REGISTERING AGENT PPSA CANADA INC - (8290)
ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 97
(1819)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780415146

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 005 | | 20220215 1002 1462 8854 | P PPSA | 5 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

| COLLATERAL CLASSIFICATION | | CONSUMER GOODS | MOTOR VEHICLE | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY DATE |
|---------------------------|--|----------------|---------------|--------|------------------|------------------------|
| | | | | | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

13 GENERAL COLLATERAL DESCRIPTION
LEASE OF THE COLLATERAL, CHATEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE

16 REGISTERING AGENT
PPSA CANADA INC - (8290)

17 ADDRESS
303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 98
(1820)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780415146

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 05 | 005 | | 20220215 1002 1462 8854 | P PPSA | 5 |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR 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 YEAR MAKE MODEL V.I.N.
VEHICLE

11

12

GENERAL TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

13

COLLATERAL DESCRIPTION

14

15

REGISTERING PPSA CANADA INC - (8290)

16

AGENT

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

17

*** 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

(crj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 99
 (1821)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 776914542

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME CHEETAH CARRIERS INC.
 04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE

ONTARIO CORPORATION NO. 10371807
 ON N3E0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME 23JUL1989 SAURABH CHOPRA
 07 BUSINESS NAME ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON

ONTARIO CORPORATION NO. L7A4Y6
 ON

08 SECURED PARTY / LIEN CLAIMANT ARUNDEL CAPITAL CORPORATION
 09 ADDRESS SUITE 201, 3007 14TH STREET SW CALGARY

AB T2T3V6

COLLATERAL CLASSIFICATION

| CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------|-------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | X | | X | X | | 30SEP2027 | |

11 MOTOR YEAR MAKE MODEL V.I.N.
 2019 VANGUARD 53 FT 5V8VC5322KM901385
 12 VEHICLE 2019 VANGUARD 53 FT 5V8VC5324KM901386

13 GENERAL ONE (1) USED 2019 VANGUARD 53FT T/A DRY VAN TRAILER S/N
 14 COLLATERAL 5V8VC5322KM901385,
 15 DESCRIPTION ONE (1) USED 2019 VANGUARD 53FT T/A DRY VAN TRAILER S/N

16 REGISTERING PPSA CANADA INC - (8290)
 AGENT ADDRESS 303-110 SHEPPARD AVE. E. 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 100
(1822)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776914542

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

02

03

BUSINESS NAME

ONTARIO CORPORATION NO.
ON N3E0C5

04

ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11

12

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14

15

GENERAL COLLATERAL DESCRIPTION 5V8VC5324KM901386,

16

REGISTERING AGENT PPSA CANADA INC - (8290)

17

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 101
(1823)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776914542

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 03 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| 10 | | | | | | | |

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

12

13 GENERAL COLLATERAL DESCRIPTION TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

16 REGISTERING AGENT PPSA CANADA INC - (8290)

17 ADDRESS 303-110 SHEPPARD AVE. E. 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

(ej1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 102
(1824)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776914542

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE

REGISTERING AGENT PPSA CANADA INC - (8290)

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 103
(1825)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776914542

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 05 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR 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

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE

13

14

15

REGISTERING AGENT PPSA CANADA INC - (8290)

16

AGENT

17

ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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

(crjfv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 104
 (1826)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776914542

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 06 | 006 | | 20211001 1003 1462 2087 | P PPSA | 6 |

01

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

05 DEBTOR NAME
 06 BUSINESS NAME
 07 ADDRESS
 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS

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

10

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

13 GENERAL COLLATERAL DESCRIPTION
 TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING AGENT
 PPSA CANADA INC - (8290)
 17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 105
 (1827)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|--------------------------------------|-----------------------------|-------------------------|--|
| 01 | 01 | 001 | | 20211004 1405 1462 2826 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776914542 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | ADD NEW INDIVIDUAL DEBTOR | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| | | 01DEC1989 | SAURABH | | CHOPRA |
| 03/06 | TRANSFEEE | BUSINESS NAME | ONTARIO CORPORATION NO. | | |
| 04/07 | ADDRESS | 22 WAINWRIGHT DRIVE | BRAMPTON | ON | L7A4Y6 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | CONSUMER | | | |
| 10 | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED |
| 11 | YEAR | MAKE | MODEL | V.I.N. | DATE OF MATURITY OR NO FIXED MATURITY DATE |
| 12 | MOTOR VEHICLE GENERAL | | | | |
| 13 | COLLATERAL DESCRIPTION | | | | |
| 14 | REGISTERING AGENT OR | PPSA CANADA INC - (8290) | | | |
| 15 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 303-110 SHEPPARD AVE. E. | TORONTO | ON M2N6Y8 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 106
(1828)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530935

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 01 | 005 | | 20210920 1003 1462 8042 | P PPSA | 6 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME CHEETAH CARRIERS INC.

03

ONTARIO CORPORATION NO.
ON N3E0C5

04

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

07DEC1989 BUSINESS NAME

SAURABH CHOPRA

06

ONTARIO CORPORATION NO.
ON N3E0C5

07

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE

SECURED PARTY / LIEN CLAIMANT SUMMIT CREDIT CORPORATION

08

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RDFL NEWMARKET ON L3Y7B3

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.
2022 HYUNDAI DRY VAN 3H3V532K8NJ161163

11

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
PURSUANT TO ALL SUMMIT CREDIT CORPORATION LEASE AGREEMENT(S) PRESENT AND FUTURE, ALL TANGIBLE AND INTANGIBLE COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

13

14

15

REGISTERING AGENT SUMMIT CREDIT CORPORATION


16

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RDFL NEWMARKET ON L3Y7B3

17

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

CONTINUED... 107

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
 (crj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 107
 (1829)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 776530935

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 005 | | 20210920 1003 1462 8042 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME 29JAN1983 UDI K GAUR

04 BUSINESS NAME

04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME 07DEC1989 SAURABH CHOPRA

07 BUSINESS NAME

07 ADDRESS 22 WAINWRIGHT DR BRAMPTON ONTARIO CORPORATION NO. ON L7A4Y6

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 SUBSTITUTIONS, MODIFICATIONS, ADDITIONS AND IMPROVEMENTS THERETO AND
 14 COLLATERAL ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM, BUT NOT
 15 DESCRIPTION LIMITED TO, IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

16 REGISTERING SUMMIT CREDIT CORPORATION
 17 AGENT ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RDFL NEWMARKET ON L3Y7B3

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

CONTINUED... 108

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

(eji1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 108
(1830)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530935

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 005 | | 20210920 1003 1462 8042 | P PPSA | 6 |

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL DEALING WITH COLLATERAL, SECURITY AGREEMENT(S), TRADE-INS,
14 COLLATERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
15 DESCRIPTION ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

16 REGISTERING SUMMIT CREDIT CORPORATION
AGENT

17 ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

*** 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

(e)1fv 05/2022



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 109
(1831)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530935

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 005 | | 20210920 1003 1462 8042 | P PPSA | 6 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR

12

VEHICLE

GENERAL TITLE OR MONEY, AND A RIGHT TO ANY INSURANCE PAYMENT(S) OR ANY OTHER

14 COLLATERAL PAYMENT(S) THAT INDEMNIFIES OR COMPENSATES FOR LOSS OF ANY KIND,

15 DESCRIPTION DAMAGE OR REPLACEMENT TO THE COLLATERAL OR THE PROCEEDS OF THE

16 REGISTERING SUMMIT CREDIT CORPORATION

AGENT

17

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

*** 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

(cr1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 110
(1832)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530935

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
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| 01 | 05 | 005 | | 20210920 1003 1462 8042 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------|
| 03 | |

ONTARIO CORPORATION NO.

04 ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | | | | |

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------|
| 06 | |

ONTARIO CORPORATION NO.

07 ADDRESS

| 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 | | | |

12

| GENERAL COLLATERAL DESCRIPTION | DESCRIPTION |
|--------------------------------|---|
| 13 | COLLATERAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, 2022 HYUNDAI DRY VAN SN 3H3V532K8NJ161163 |

14

| REGISTERING AGENT | NAME |
|-------------------|---------------------------|
| 16 | SUMMIT CREDIT CORPORATION |

| REGISTERING AGENT ADDRESS | ADDRESS | CITY | PROV | POSTAL CODE |
|---------------------------|--|-----------|------|-------------|
| 17 | 355 HARRY WALKER PARKWAY N, #4, 3RD FL | NEWMARKET | ON | L3Y7B3 |

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 111
 (1833)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 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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| 01 | 01 | 003 | | 20211001 1003 1462 2224 | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530935 | | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | AMEND TO ADD ADDITIONAL ADDRESS | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 03/06 | | BUSINESS NAME | CHEETAH CARRIERS INC. | | | |
| 04/07 | | ADDRESS | 475 HARROB DR | MILTON | ONTARIO CORPORATION NO. | ON L9T3H3 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 08 | | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | | |
| 10 | CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED |
| 11 | | YEAR | MAKE | MODEL | V.I.N. | DATE OF MATURITY OR NO FIXED MATURITY DATE |
| 12 | MOTOR VEHICLE GENERAL | DESCRIPTION | | | | |
| 13 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | | |
| 14 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET | ON | L3Y7B3 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 112
 (1834)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER | 20211001 1003 1462 2224 |
|----------------|--|---|----------------------------------|
| 01 | 02 | 003 | |
| 21 | RECORD FILE NUMBER | 776530935 | |
| | REFERENCED | | |
| | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT |
| 22 | | | |
| | REFERENCE | FIRST GIVEN NAME | INITIAL SURNAME |
| 23 | | | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | |
| 25 | OTHER CHANGE | | |
| 26 | REASON/ | | |
| 27 | DESCRIPTION | | |
| 28 | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL SURNAME |
| 05 | DEBTOR/ 07DEC1989 | SAURABH | CHOPRA |
| 03/ | TRANSFEREE | BUSINESS NAME | |
| 06 | | | |
| 04/07 | ADDRESS | 475 HARROB DR | MILTON ON L9T3H3 |
| 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 | SUMMIT CREDIT CORPORATION | |
| 17 | SECURED PARTY/ ADDRESS | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET ON L3Y7B3 |
| | LIEN CLAIMANT | | |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
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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 : 113
 (1835)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 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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| 01 | 03 | 003 | | 20211001 1003 1462 2224 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530935 | | |
| 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 | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 05 | | 29JAN1983 | UDIT | K | GAUR |
| 03/ | | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | 475 HARROB DR | | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 |
| 29 | ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 08 | | | | | |
| 09 | ADDRESS | | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| | | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | AMOUNT | |
| 11 | MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION | YEAR | MAKE | MODEL | V. I. N. |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | SUMMIT CREDIT CORPORATION | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET ON L3Y7B3 |
| 16 | | | | | |
| 17 | | | | | |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 114
 (1836)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL MOTOR VEHICLE REGISTRATION REGISTERED | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|---|--------------------------------|-------------------------|------------------|
| 01 | 01 | 003 | | 20230106 1003 1462 9285 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530935 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | TO ADD DEBTORS | | | |
| 02/ | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/ | TRANSFEREE | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 04/07 | ADDRESS | 475 HARROP DR | MILTON | ONTARIO CORPORATION NO. | ON L9T3H3 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | |
| 10 | CONSUMER GOODS | MOTOR VEHICLE INCLUDED | DATE OF MATURITY | NO FIXED MATURITY DATE | |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 12 | VEHICLE DESCRIPTION | | | | |
| 13 | GENERAL DESCRIPTION | | | | |
| 14 | COLLATERAL DESCRIPTION | | | | |
| 15 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | SUMMIT CREDIT CORPORATION | TORONTO | ON M3C3L8 |
| 16 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON M3C3L8 |

*** 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

(orj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 115
 (1837)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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| 01 | 02 | 003 | | 20230106 1003 1462 9285 | |
| 21 | FILE NUMBER | 776530935 | | | |
| | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 22 | | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 23 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 24 | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ 07DEC1989 | SAURABH | | CHOPRA | |
| 03/ | TRANSFEREE | BUSINESS NAME | | | |
| 06 | | | | | |
| 04/07 | ADDRESS | 475 HARROP DR | | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 |
| 29 | ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 08 | | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER | | MOTOR VEHICLE | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 10 | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER INCLUDED |
| | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | SUMMIT CREDIT CORPORATION | TORONTO | ON M3C3L8 |
| 16 | | | | | |
| 17 | | | | | |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 116
 (1838)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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| 21 | RECORD REFERENCED | FILE NUMBER | 776530935 | | |
| 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 | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ 29JAN1983 | UDIT | K | GAUR | |
| 03/ | TRANSFEREE | BUSINESS NAME | | | |
| 04/07 | ADDRESS | 475 HARROP DR | | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 |
| 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 | |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | COLLATERAL DESCRIPTION | | | | |
| 15 | | | | | |
| 16 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS 1131A LESLIE STREET, SUITE 510 | TORONTO | ON | M3C3L8 |

*** 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

(orj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 117
 (1839)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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| 01 | 01 | 001 | | 20240325 1402 1462 1632 | | | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530935 | | | | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED F PART DISCH | RENEWAL YEARS CORRECT PERIOD | | | |
| 23 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | FIRST GIVEN NAME INITIAL SURNAME | | | | |
| 24 | | | | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | | | | |
| 26 | | | | | | | | |
| 27 | | | | | | | | |
| 28 | | | | | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH BUSINESS NAME | FIRST GIVEN NAME | INITIAL SURNAME | | | | |
| 03/06 | | | | | | | | |
| 04/07 | | ADDRESS | | | ONTARIO CORPORATION NO. | | | |
| 29 | ASSIGNOR | | | | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | | | | |
| 09 | | ADDRESS | | | | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER INCLUDED | MOTOR VEHICLE | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION | YEAR MAKE | | MODEL | | V. I. N. | | |
| 12 | | 2022 HYUNDAI | | DRY VAN TRAILER | | 3H3V532K8NJ161163 | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| 16 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | SUMMIT CREDIT CORPORATION | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON | M3C3L8 | |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 118
 (1840)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776530944

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| | 01 | 005 | | 20210920 1003 1462 8043 | P PPSA | 6 |

01

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME CHEETAH CARRIERS INC.

03

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

04

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

07DEC1989

SAURABH CHOPRA

06

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E0C5

07

SECURED PARTY / LIEN CLAIMANT SUMMIT CREDIT CORPORATION

08

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

09

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | 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 HYUNDAI DRY-VAN 3H3V532KXNJ161164

11

12

GENERAL COLLATERAL DESCRIPTION PURSUANT TO ALL SUMMIT CREDIT CORPORATION LEASE AGREEMENT(S) PRESENT AND FUTURE, ALL TANGIBLE AND INTANGIBLE COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

13

14

15

REGISTERING AGENT SUMMIT CREDIT CORPORATION

16

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

17

*** 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

(rj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 119
 (1841)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776530944

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 005 | | 20210920 1003 1462 8043 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 07DEC1989 | SAURABH | | CHOPRA |

| BUSINESS NAME | ADDRESS | CITY | PROV | POSTAL | ONTARIO CORPORATION NO. |
|---------------|--------------------|----------|------|--------|-------------------------|
| | 22 WAINWRIGHT CRES | BRAMPTON | ON | L7A4Y6 | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

| BUSINESS NAME | ADDRESS | CITY | PROV | POSTAL | ONTARIO CORPORATION NO. |
|---------------|--------------------|-----------|------|--------|-------------------------|
| | 83 WANNAMAKER CRES | CAMBRIDGE | ON | N3E0C5 | |

SECURED PARTY / LIEN CLAIMANT
 ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION
 SUBSTITUTIONS, MODIFICATIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM, BUT NOT LIMITED TO, IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

REGISTERING AGENT
 SUMMIT CREDIT CORPORATION
 ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

*** 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

(cr11fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 120
(1842)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
776530944

| CAUTION FILING | PAGE NO. | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 005 | | 20210920 1003 1462 8043 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | 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 DEALING WITH COLLATERAL, SECURITY AGREEMENT(S), TRADE-INS,
14 COLLATERAL EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
15 DESCRIPTION ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF

16 REGISTERING SUMMIT CREDIT CORPORATION
AGENT

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 121
(1843)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530944

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 005 | | 20210920 1003 1462 8043 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION TITLE OR MONEY, AND A RIGHT TO ANY INSURANCE PAYMENT(S) OR ANY OTHER PAYMENT(S) THAT INDEMNIFIES OR COMPENSATES FOR LOSS OF ANY KIND, DAMAGE OR REPLACEMENT TO THE COLLATERAL OR THE PROCEEDS OF THE

REGISTERING AGENT SUMMIT CREDIT CORPORATION

ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RD FL NEWMARKET ON L3Y7B3

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 122
(1844)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776530944

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 05 | 005 | | 20210920 1003 1462 8043 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, 2022 HYUNDAI

14 COLLATERAL DRY VAN SN 3H3V532KXHJ161164

15 DESCRIPTION

16 REGISTERING SUMMIT CREDIT CORPORATION

17 AGENT ADDRESS 355 HARRY WALKER PARKWAY N, #4, 3RDFL NEWMARKET ON L3Y7B3

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 123
 (1845)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL MOTOR VEHICLE REGISTRATION REGISTERED | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--|---|-----------------------------|-------------------------|------------------|
| 01 | 01 | 003 | | 20211001 1003 1462 2223 | |
| 21 | RECORD FILE NUMBER | 776530944 | | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | AMEND TO ADD ADDITIONAL ADDRESS | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | TRANSFEREE | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 04/07 | ADDRESS | 475 HARROB DR | MILTON | ONTARIO CORPORATION NO. | ON L9T3H3 |
| 29 | ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | ADDRESS | | | |
| 08 | ADDRESS | COLLATERAL CLASSIFICATION | | | |
| 09 | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED | |
| 10 | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | AMOUNT | MATURITY OR | MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION | YEAR MAKE | MODEL | V. I. N. | |
| 12 | REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT | SUMMIT CREDIT CORPORATION | | | |
| 13 | ADDRESS | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET | ON | L3Y7B3 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 124
 (1846)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL MOTOR VEHICLE REGISTRATION REGISTERED | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|---|--------------------------------|-------------------------|-----------------------------------|
| 01 | 02 | 003 | | 20211001 1003 1462 2223 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530944 | | |
| 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 | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | 07DEC1989 | SAURABH | | CHOPRA |
| 04/07 | | ADDRESS | 475 HARROB DR | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | | | | |
| 09 | ADDRESS | | | | |
| 10 | COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED |
| | | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | COLLATERAL DESCRIPTION | | | | |
| 15 | | | | | |
| 16 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET | ON L3Y7B3 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 125
 (1847)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|--------------------------------------|---------------------------|--------------------------------|-------------------------|-----------------------------------|
| 01 | 03 | 003 | | 20211001 1003 1462 2223 | |
| 21 | FILE NUMBER | 776530944 | | | |
| | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 22 | | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 23 | REFERENCE | | | | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 05 | DEBTOR/ TRANSFEREE | 29JAN1983 | UDIT | K GAUR | |
| 03/ | BUSINESS NAME | | | | |
| 06 | ADDRESS | 475 HARROB DR | | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 |
| 04/07 | | | | | |
| 29 | ASSIGNOR | | | | |
| 08 | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 09 | ADDRESS | | | | |
| | COLLATERAL CLASSIFICATION | | | | |
| | CONSUMER GOODS | MOTOR VEHICLE | DATE OF MATURITY | NO FIXED MATURITY DATE | |
| 10 | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR VEHICLE GENERAL | | | | |
| 12 | COLLATERAL DESCRIPTION | | | | |
| 13 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | |
| 14 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 355 HARRY WALKER PARKWAY N, 4C | NEWMARKET | ON L3Y7B3 |
| 15 | | | | | |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 126
 (1848)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | |
|----------------|-----------------------------------|--------------------------------------|--------------------------------|-----------------------------|-------------------------|----------------|
| 01 | 01 | 003 | | 20230106 1003 1462 9286 | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530944 | | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | TO ADD DEBTORS | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 03/06 | | BUSINESS NAME | CHEETAH CARRIERS INC. | | | |
| 04/07 | | ADDRESS | 475 HARROP DR | MILTON | ONTARIO CORPORATION NO. | ON L9T3H3 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | |
| 08 | | ADDRESS | | | | |
| 09 | COLLATERAL CLASSIFICATION | CONSUMER GOODS | MOTOR VEHICLE | DATE OF MATURITY OR | NO FIXED MATURITY DATE | |
| 10 | | YEAR | MAKE | MODEL | V.I.N. | |
| 11 | MOTOR VEHICLE GENERAL DESCRIPTION | | | | | |
| 12 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | | |
| 13 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON | M3C3L8 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 127
 (1849)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|--------------------------------------|--------------------------------|-------------------------|-------------------------|
| 01 | 02 | 003 | | 20230106 1003 1462 9286 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530944 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| | | 07DEC1989 | SAURABH | | CHOPRA |
| 03/04/07 | TRANSFEEE | BUSINESS NAME | ADDRESS | | ONTARIO CORPORATION NO. |
| | | | 475 HARROP DR | MILTON | ON L9T3H3 |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | | | | |
| 09 | | ADDRESS | | | |
| | | COLLATERAL CLASSIFICATION | | | |
| | | CONSUMER GOODS | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 10 | | | | | |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | COLLATERAL DESCRIPTION | | | | |
| 15 | | | | | |
| 16 | REGISTERING AGENT OR | SUMMIT CREDIT CORPORATION | | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON M3C3L8 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 128
 (1850)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | | | | |
|----------------|----------------------------------|--------------------------------------|--------------------------------|-------------------------|-----------------------------------|------------------------|------------------|----|------------------------|
| 01 | 03 | 003 | | 20230106 1003 1462 9286 | | | | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530944 | | | | | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD | | | | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | | | | | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | | | | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | | | | |
| | | 29JAN1983 | UDIT | K | GAUR | | | | |
| 03/06 | TRANSFEREE | BUSINESS NAME | | | | | | | |
| 04/07 | ADDRESS | 475 HARROP DR | | MILTON | ONTARIO CORPORATION NO. ON L9T3H3 | | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | | | | |
| 08 | ADDRESS | | | | | | | | |
| 09 | COLLATERAL CLASSIFICATION | | | | | | | | |
| 10 | CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | DATE OF MATURITY | OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL | YEAR | MAKE | MODEL | V. I. N. | | | | |
| 12 | VEHICLE | | | | | | | | |
| 13 | GENERAL | | | | | | | | |
| 14 | COLLATERAL DESCRIPTION | | | | | | | | |
| 15 | REGISTERING AGENT OR | | SUMMIT CREDIT CORPORATION | | | | | | |
| 16 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON | M3C3L8 | | | |

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 129
 (1851)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|----------------------------------|--|--------------------------------|------------------------------|------------------------------|
| 01 | 01 | 001 | | 20240325 1402 1462 1631 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 776530944 | | |
| 22 | | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED F PART DISCH | RENEWAL YEARS CORRECT PERIOD |
| 23 | REFERENCE | | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | CHEETAH CARRIERS INC. | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 03/06 | | BUSINESS NAME | | | ONTARIO CORPORATION NO. |
| 04/07 | | ADDRESS | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | ADDRESS | | | |
| 09 | COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED |
| 10 | | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| 11 | MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. | |
| 12 | | 2022 HYUNDAI | DRY-VAN TRAILER | 3H3V532KXNJ161164 | |
| 13 | GENERAL COLLATERAL DESCRIPTION | | | | |
| 14 | REGISTERING AGENT OR | | SUMMIT CREDIT CORPORATION | | |
| 15 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 1131A LESLIE STREET, SUITE 510 | TORONTO | ON M3C3L8 |

*** 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

(crj2fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 130
 (1852)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 776242755

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 3 | | 20210909 1612 9498 0222 | P PPSA | 06 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHEETAH CARRIERS INC

04 ADDRESS 83 WAINWRIGHT DRIVE CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME SAURABH CHOPRA

07 ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON ONTARIO CORPORATION NO. ON L7A 4Y6

08 SECURED PARTY / LIEN CLAIMANT DYNAMIC CAPITAL EQUIPMENT FINANCE INC.

09 ADDRESS 208, 1824 GORDON DRIVE KELOWNA BC V1Y 0E2

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE 2022 HYUNDAI TRAILER 3H3V532K1NJ161165

13 GENERAL 2022 HYUNDAI DRY VAN S/N 3H3V532K1NJ161165 TANDEM TRAILER? TOGETHER
 14 COLLATERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 15 DESCRIPTION SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS

16 REGISTERING DYNAMIC CAPITAL EQUIPMENT FINANCE INC.
 17 AGENT

ADDRESS 208, 1824 GORDON DRIVE KELOWNA BC V1Y 0E2

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 131
(1853)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776242755

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 3 | | 20210909 1612 9498 0222 | | |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME UDIIT K GAUR
 04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

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 |
|---------------------------|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | | | | | | | |

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

13 GENERAL IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 14 COLLATERAL COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT
 15 DESCRIPTION INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

16 REGISTERING AGENT
 17 ADDRESS

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 132
(1854)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
776242755

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 3 | | 20210909 1612 9498 0222 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

13 GENERAL PROCEEDS OF THE COLLATERAL.

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 133
 (1855)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776245941

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 3 | | 20210909 1647 9498 0223 | P PPSA | 06 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|----------------------|---------|-----------|-------------------------|
| 03 | | CHEETAH CARRIERS INC | | | |
| 04 | | 83 WANNAMAHER CRES | | CAMBRIDGE | ON N3E 0C5 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|---------------------|---------|----------|-------------------------|
| 06 | 07DEC1989 | SAURABH | | CHOPRA | |
| 07 | | 22 WAINWRIGHT DRIVE | | BRAMPTON | ON L7A 4Y6 |

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | LOCATION | PROVINCE | POSTAL CODE |
|-------------------------------|------------------------|----------|----------|-------------|
| 09 | 208, 1824 GORDON DRIVE | KELOWNA | BC | V1Y 0E2 |

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|--------------|---------|-------------------|
| 11 | 2022 HYUNDAI | TRAILER | 3H3V532K1NJ161165 |
| 12 | 2012 UTILITY | TRAILER | 1UYVS2534CG240101 |

13 GENERAL DESCRIPTION 2022 HYUNDAI DRY VAN S/N 3H3V532K1NJ161165 TANDEM TRAILER 2012
 14 COLLATERAL DESCRIPTION UTILITY DRY VAN S/N 1UYVS2534CG240101 ROAD TRAILER 2013 GREAT DANE
 15 DESCRIPTION DRY VAN S/N 1GRAA0622DB706932 ROAD TRAILER? TOGETHER WITH ALL

| REGISTERING AGENT | ADDRESS | LOCATION | PROVINCE | POSTAL CODE |
|-------------------|--|----------|----------|-------------|
| 16 | DYNAMIC CAPITAL EQUIPMENT FINANCE INC. | | | |
| 17 | 208, 1824 GORDON DRIVE | KELOWNA | BC | V1Y 0E2 |

*** 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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 134
(1856)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776245941

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 3 | | 20210909 1647 9498 0223 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

02

03

BUSINESS NAME

ONTARIO CORPORATION NO.
ON N3E 0C5

04

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

05

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

09

ADDRESS

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------------|---------|-------------------|
| | 2013 GREAT DANE | TRAILER | 1GRAA0622DB706932 |

11

12

GENERAL COLLATERAL DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

13

14

15

REGISTERING AGENT ADDRESS

16

17

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 135
(1857)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776245941

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 3 | | 20210909 1647 9498 0223 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11 MOTOR VEHICLE

13 GENERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES
14 COLLATERAL OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF
15 DESCRIPTION THE COLLATERAL.

16 REGISTERING AGENT

17 ADDRESS

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 136
 (1858)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776211696

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 002 | | 20210908 1703 1462 4758 | P PPSA | 4 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|----------------|---------------|------------------|---------|---------|
| 02 DEBTOR NAME | | | | |

02

03 BUSINESS NAME CHEETAH CARRIERS INC.

03

04 ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE ONTARIO CORPORATION NO. ON N3C0C5

04

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|----------------|---------------|------------------|---------|---------|
| 05 DEBTOR NAME | 07DEC1989 | SAURABH | | CHOPRA |

05

06 BUSINESS NAME

06

07 ADDRESS 22 WAINWRIGHT DRIVE BRAMPTON ONTARIO CORPORATION NO. ON L7A4Y6

07

08 SECURED PARTY / LIEN CLAIMANT CONCENTRA BANK

08

09 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 VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|------------------|------------|--------|-------------------|
| 11 MOTOR VEHICLE | 2016 VOLVO | VNL300 | 4V4NC9EHXGN968396 |

11

12

13 GENERAL COLLATERAL DESCRIPTION PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR

13

14

15

16 REGISTERING AGENT CONCENTRA BANK

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

16

17

*** 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 : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 137
(1859)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776211696

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 002 | | 20210908 1703 1462 4758 | P PPSA | 4 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

BUSINESS NAME

ONTARIO CORPORATION NO.
ON N3E0C5

ADDRESS 83 WANNAMAKER CRESCENT CAMBRIDGE

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

GENERAL COLLATERAL DESCRIPTION INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER

REGISTERING AGENT CONCENTRA BANK

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

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

CONTINUED... 138

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 138
(1860)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776157462

CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER PERIOD
01 001 3 20210907 1428 9498 0218 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAHER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME SAURABH CHOPRA

07 ADDRESS 22 WAINWRIGHT DR BRAMPTON ONTARIO CORPORATION NO. ON L7A 4Y6

08 SECURED PARTY / LIEN CLAIMANT DYNAMIC CAPITAL EQUIPMENT FINANCE INC.

09 ADDRESS 208, 1824 GORDON DRIVE KELOWNA BC V1Y 0E2

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2012 UTILITY DRY VAN 1UYVS2534CG240101
2013 GREAT DANE DRY VAN 1GRAA0622DB706932

13 GENERAL 2012 UTILITY DRY VAN S/N 1UYVS2534CG240101 ROAD TRAILER? 2013 GREAT
14 COLLATERAL DANE DRY VAN S/N 1GRAA0622DB706932 ROAD TRAILER? TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING DYNAMIC CAPITAL EQUIPMENT FINANCE INC.
17 AGENT

ADDRESS 208, 1824 GORDON DRIVE KELOWNA BC V1Y 0E2

*** 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 : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 139
 (1861)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 776157462

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 3 | | 20210907 1428 9498 0218 | | |

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME 29JAN1983 UDI K GAUR
 BUSINESS NAME

04

ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

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 ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM
 14 COLLATERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
 15 DESCRIPTION AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES

16 REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 140

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

(crjfv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 140
(1862)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776157462

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 3 | | 20210907 1428 9498 0218 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11 MOTOR VEHICLE

13 GENERAL OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF
14 COLLATERAL THE COLLATERAL.

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 141

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

(crj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 141
 (1863)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 775407744

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 001 | 001 | 3 | | 20210813 1608 1901 6555 | P PPSA | 05 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 02 | | | | |

03 BUSINESS NAME CHEETAH CARRIERS INC.

04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| 05 | 07DEC1989 | SAURABH | | CHOPRA |

06 BUSINESS NAME

07 ADDRESS 22 WAINWRIGHT DR BRAMPTON ONTARIO CORPORATION NO. ON L7A 4Y6

08 SECURED PARTY / LIEN CLAIMANT COAST CAPITAL EQUIPMENT FINANCE LTD.

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

| 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 | 2015 UTILITY | VS2 | 1UYVS2532FG174118 |
| 12 | 2016 UTILITY | VS2 | 1UYVS2532GG455644 |

13 GENERAL (1) USED 2015 UTILITY VS2 TRAILER S/N 1UYVS2532FG174118 (1) USED
 14 COLLATERAL 2016 UTILITY VS2 TRAILER S/N 1UYVS2532GG455644 TOGETHER WITH ALL
 15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

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

CONTINUED... 142

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 142
(1864)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
775407744

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 3 | | 20210813 1608 1901 6555 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 29JAN1983 | UDIT | K | GAUR |

02

03 BUSINESS NAME

04 ADDRESS 83 WANNAMAKER CRES CAMBRIDGE

ONTARIO CORPORATION NO.
ON N3E 0C5

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

05

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

11

12

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

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 143

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

(crj1fv 05/2022)



RUN NUMBER : 136
RUN DATE : 2024/05/15
ID : 20240515112646.05

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

REPORT : PSSR060
PAGE : 143
(1865)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
775407744

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 3 | | 20210813 1608 1901 6555 | | |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | | | | |

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------|-------|--------|
| | | | |

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

REGISTERING AGENT ADDRESS

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

CONTINUED... 144

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

(crj1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 144
 (1866)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 774735417

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 001 | 001 | 2 | | 20210723 1823 1902 5610 | P PPSA | 06 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|----------------|---------------|------------------|---------|---------|
| 02 DEBTOR NAME | 07DEC1989 | SAURABH | | CHOPRA |

| DEBTOR NAME | BUSINESS NAME | ADDRESS | CITY | ONTARIO CORPORATION NO. |
|----------------|---------------|-----------------|----------|-------------------------|
| 03 DEBTOR NAME | | 22 WAINRIGHT DR | BRAMPTON | ON L7A 4Y6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|----------------|---------------|------------------|---------|---------|
| 05 DEBTOR NAME | 29JAN1983 | UDIT | K | GAUR |

| DEBTOR NAME | BUSINESS NAME | ADDRESS | CITY | ONTARIO CORPORATION NO. |
|----------------|---------------|--------------------|-----------|-------------------------|
| 06 DEBTOR NAME | | 83 WANNAMAKER CRES | CAMBRIDGE | ON N3E 0C5 |

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP.

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | CITY | PROVINCE | POSTAL CODE |
|----------------------------------|---------------------------|---------|----------|-------------|
| 09 SECURED PARTY / LIEN CLAIMANT | 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 |
|-------------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| 10 CONSUMER GOODS | X | | | X | | | |

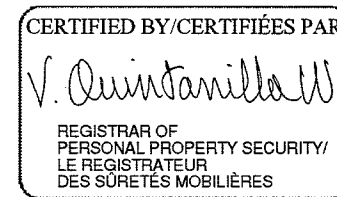
| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|------------------|----------------|---------|-------------------|
| 11 MOTOR VEHICLE | 2019 STOUGHTON | DRY VAN | 1DW1A5325KSA14170 |
| 12 MOTOR VEHICLE | 2020 VANGUARD | DRY VAN | 5V8VC5324LM002531 |

13 GENERAL TRAILER(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 | CITY | PROVINCE | POSTAL CODE |
|----------------------|-----------------------------|--------|----------|-------------|
| 16 REGISTERING AGENT | ESC CORPORATE SERVICES LTD. | VERNON | BC | V1T 8H2 |

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

CONTINUED... 145



(crjfv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 145
 (1867)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 774735417

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20210723 1823 1902 5610 | | |

01

| DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|---------------|------------------|---------|---------|
|---------------|------------------|---------|---------|

02

DEBTOR NAME
 BUSINESS NAME
 CHEETAH CARRIERS INC.

03

ADDRESS
 83 WANNAMAKER CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N3E 0C5

04

| DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|---------------|------------------|---------|---------|
|---------------|------------------|---------|---------|

05

DEBTOR NAME
 BUSINESS NAME
 ONTARIO CORPORATION NO.

06

ADDRESS
 ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT
 ADDRESS

08

09

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

10

| YEAR | MAKE | MODEL | V.I.N. |
|------|------|-------|--------|
|------|------|-------|--------|

11

MOTOR VEHICLE

12

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

13

14

15

REGISTERING AGENT
 ADDRESS

16

17

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

CONTINUED... 146

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

(crl1fv 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 146
 (1868)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

| FILE NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|-------------------------|---------------------|---------------------|
| 505060452 | 20240503 1108 2758 4201 | | | |
| 505060569 | 20240503 1114 2758 4202 | | | |
| 504977823 | 20240501 1408 1590 0843 | | | |
| 504445248 | 20240415 1515 2758 3920 | | | |
| 504445437 | 20240415 1521 2758 3921 | | | |
| 504445527 | 20240415 1525 2758 3923 | | | |
| 504445617 | 20240415 1528 2758 3924 | | | |
| 504267453 | 20240409 1214 2758 3832 | | | |
| 504267696 | 20240409 1225 2758 3833 | | | |
| 504267894 | 20240409 1230 2758 3834 | | | |
| 504267993 | 20240409 1234 2758 3835 | | | |
| 504269172 | 20240409 1251 2758 3836 | | | |
| 504229581 | 20240408 1536 2758 3816 | | | |
| 504130608 | 20240404 0904 2758 3772 | | | |
| 504130833 | 20240404 0908 2758 3773 | | | |
| 504148473 | 20240404 1448 2758 3785 | | | |
| 504149013 | 20240404 1453 2758 3786 | | | |
| 504150102 | 20240404 1512 2758 3787 | | | |
| 504150219 | 20240404 1516 2758 3788 | | | |
| 501496866 | 20231227 1249 1902 4831 | | | |
| 796981437 | 20230908 1200 1532 8088 | | | |
| 792733608 | 20230427 0817 1532 2429 | | | |
| 791684901 | 20230322 1602 1532 8161 | | | |
| 791523297 | 20230316 1012 1532 0694 | | | |
| 790483572 | 20230202 1542 1532 5511 | 20230203 1121 1532 8394 | | |
| 790483635 | 20230202 1544 1532 5538 | | | |
| 788952654 | 20221201 1114 4085 2787 | | | |
| 787349268 | 20221005 1622 8077 4790 | 20221213 1028 8077 6618 | | |
| 786852873 | 20220920 1348 5064 1413 | | | |
| 786853314 | 20220920 1357 5064 1423 | | | |

CONTINUED... 147

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

(cfjg 05/2022)



RUN NUMBER : 136
 RUN DATE : 2024/05/15
 ID : 20240515112646.05

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

REPORT : PSSR060
 PAGE : 147
 (1869)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : CHEETAH CARRIERS INC.
 FILE CURRENCY : 14MAY 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

| FILE NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 782402706 | 20220427 1350 1902 4801 | 20230704 1633 1465 4670 | | |
| 781638795 | 20220331 1703 1462 6343 | | | |
| 781229781 | 20220318 1402 1462 0342 | | | |
| 780508611 | 20220218 1158 1901 2672 | | | |
| 780415146 | 20220215 1002 1462 8854 | | | |
| 776914542 | 20211001 1003 1462 2087 | 20211004 1405 1462 2826 | | |
| 776530935 | 20210920 1003 1462 8042 | 20211001 1003 1462 2224 | 20230106 1003 1462 9285 | 20240325 1402 1462 1632 |
| 776530944 | 20210920 1003 1462 8043 | 20211001 1003 1462 2223 | 20230106 1003 1462 9286 | 20240325 1402 1462 1631 |
| 776242755 | 20210909 1612 9498 0222 | | | |
| 776245941 | 20210909 1647 9498 0223 | | | |
| 776211696 | 20210908 1703 1462 4758 | | | |
| 776157462 | 20210907 1428 9498 0218 | | | |
| 775407744 | 20210813 1608 1901 6555 | | | |
| 774735417 | 20210723 1823 1902 5610 | | | |

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

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

(crtj6 05/2022)



This is **Exhibit "H"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

McInnes, Craig

From: Momin, Anisha
Sent: Monday, December 11, 2023 15:42
To: accounts@cheetahcarrier.com
Cc: Udit Gaur
Subject: Introduction to special loan : CHEETAH CARRIERS INC.
Attachments: Introduction Letter.pdf

Categories: CHEETAH CARRIERS INC [ID: 3126]

Hi Udit,

Please find the attached letter , to advise you that the CHEETAH CARRIERS INC. accounts will be transferred over to RBC's Special Loans & Advisory Services group to oversee and they will be contacting you to discuss the Company's financial situation. You will be contacted by Craig McInnes from RBC Special Loans & Advisory Services to schedule a meeting, at which time he will fully explain his role in managing your credit going forward.

The attached letter will sent to you today through registered mail . Please let me know , if you have any further questions.

Thanks and regards,

Anisha Momin | Senior Relationship Manager, Commercial Financial Services | York East & Newmarket Supply Chain,
RBC Royal Bank Canada, 260 East Beaver Creek Rd., Richmond Hill, ON L4B 3M3
T: 416 317 4519

Arnav Nath | Commercial Banking Advisor | RBC Royal Bank of Canada | arnav.nath@rbc.com | T. 416-970-8079 | F. 905-764-4448 | 260 East Beaver Creek Rd, Richmond Hill, Ontario, L4B 3M3

For immediate support, reach out to our Commercial Service Team at: [1-877-664-2942](tel:1-877-664-2942), option 2

or email: serVICETEAMGR2@rbc.com

RBC Express Support: [1-800-769-2535](tel:1-800-769-2535) Online Banking Support: [1-800-769-2555](tel:1-800-769-2555)

Visa Card Inquiries: [1-800-769-2512](tel:1-800-769-2512) Wire Inquiries: [1-800-769-2535](tel:1-800-769-2535)



257

Anisha Momin
Senior Relationship Manager, CFS
260 East Beaver Creek Rd, 2nd Floor
Richmond Hill, Ontario, L4B3M3
Phone: 416-317-4519

SENT VIA EMAIL / REGISTERED MAIL

December 11, 2023

CHEETAH CARRIERS INC.
475 HARROP DR
MILTON ONTARIO
L9T3H3

Attention: UDIT GAUR

Re: Royal Bank of Canada ("the Bank") and CHEETAH CARRIERS INC. (The Company")

The purpose of this letter is to advise you that the management of the Company's accounts will be transferred over to RBC's Special Loans & Advisory Services Group.

Accordingly, management of your account is being re-assigned to the below referenced Manager who is located in Toronto.

Special Loans and Advisory Services
Attention: Craig McInnes
20 King Street West, 2nd Floor
Toronto, Ontario
M5H 1C4
Email Craig.McInnes@rbc.com

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company's account. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding excesses that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Yours truly,

A handwritten signature in blue ink that reads 'Anisha'.

Anisha Momin
Senior Relationship Manager, Commercial Financial Services
cc. Craig McInnes, Manager Special Loans & Advisory Services
cc. UDIT GAUR

This is **Exhibit "I"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits



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

March 6, 2024

Our File No. 240894

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (ACCOUNTS@CHEETAHCARRIER.COM)**

PERSONAL AND CONFIDENTIAL

Cheetah Carriers Inc.
475 Harrop Dr
Milton, ON L9T 3H3

Attention: Udit Gaur

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Cheetah Carriers Inc.

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 August 10, 2023, between the Bank and the Company (the "**Credit Agreement**"), establishing, among other credit facilities: (i) a revolving demand facility in the amount of \$1,000,000.00 ("**Operating Loan**") and ii) a Visa facility in the amount of \$100,000.00 ("**Visa Facility**").

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 28, 2024, the Company is indebted to it as follows:

1. in respect of the Operating Loan in the amount of \$980,023.22, comprising principal in the amount of \$966,510.00 and accrued interest to and including February 28, 2024 in the amount of \$13,513.22. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 0.00% per annum; and

2. in respect of the Visa Card ending in 8272 in the amounts of \$107,607.69. 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 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 18, 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 18, 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.

In addition, we refer you to an RBC Royal Bank Visa Card Agreement dated December 12, 2022 between the Bank and the Company ("**Visa Agreement**"). In accordance with section 21.1 of the Visa Agreement, you are hereby notified that the Visa Agreement will be terminated as of March 18, 2024 and as provided for in section 21.3 of the Visa Agreement, all amounts owing thereunder are due and payable on March 18, 2024.

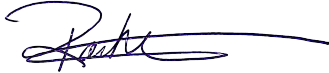
We further advise you that your Visa card privileges in respect of account number ending in 8272 will be cancelled effective March 18, 2024. You will not be entitled thereafter to charge these cards with any debt or obligation. Please cut all cards relating to these accounts in half and return them to us immediately.

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: Royal Bank of Canada
Attn: Craig McInnes

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

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(ACCOUNTS@CHEETAHCARRIER.COM)**

TO: CHEETAH CARRIERS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, 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 December 12, 2022 executed by Cheetah Carriers Inc.
3. The total amount of indebtedness secured by the security as at February 28, 2024 is \$1,087,630.91 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 6th day of March, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per: 

Rachel Moses

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

March 6, 2024

Our File No. 240894

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (ACCOUNTS@CHEETAHCARRIER.COM)****PERSONAL AND CONFIDENTIAL****Udit Gaur**
475 Harrop Dr
Milton, ON L9T 3H3**Udit Gaur**
83 Wannamaker Cres
Cambridge, ON N3R 0C5

Attention: Udit Gaur

Dear Sir:

**Re: Royal Bank of Canada (the "Bank") and Cheetah 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 a guarantee and postponement of claim dated August 11, 2023.

As at February 28, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$980,023.22, comprising principal in the amount of \$966,510.00 and accrued interest to and including February 28, 2024 in the amount of \$13,513.22. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 0.00% per annum; and,

2. in respect of the Visa Card ending in 8272 in the amounts of \$107,607.69. 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 March 18, 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.

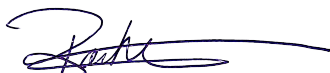
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated August 11, 2023.

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 18, 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: Royal Bank of Canada
Attn: Craig McInnes

This is **Exhibit "J"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Monday, March 18, 2024 10:00 PM
To: Morgan, Hayley
Cc: Moses, Rachel; Mcinnes, Craig
Subject: Re: PERSONAL & CONFIDENTIAL - Royal Bank of Canada and Cheetah Carriers Inc.

Categories: Red category

Hello Hayley

We apologize for getting back to you on the last day written on the Demand Letter. We have tried to contact several Business Lawyers to contact you but every one is way beyond expensive to take the file.

We would like the bank to give us 2 months time so we can make arrangements and get the funds available. Please let us know what are the further steps as we have to save the business.

Regards,
Udit Gaur

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From: Morgan, Hayley <hmorgan@foglers.com>
Sent: Wednesday, March 6, 2024 1:03 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Cc: Moses, Rachel <rmoses@foglers.com>
Subject: PERSONAL & CONFIDENTIAL - Royal Bank of Canada and Cheetah Carriers Inc.

Dear Mr. Gaur,

Please find attached correspondence of today's date and enclosure.

Thank you.



Hayley Morgan
 Legal Assistant to Rachel Moses & Carol Liu
 Fogler, Rubinoﬀ LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.864.9700 x116
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: hmorgan@foglers.com
foglers.com

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This is **Exhibit “K”** referred to
in the Affidavit of Craig McInnes

Sworn this 3rd

day of July, 2024.



.....
A Commissioner for Taking Affidavits

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 26, 2024

Our File No. 240894

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
ACCOUNTS@CHEETAHCARRIER.COM**PERSONAL AND CONFIDENTIAL****Cheetah Carriers Inc.**
475 Harrop Dr
Milton, ON L9T 3H3**Attention: Udit Gaur**

Dear Sir:

Re: Royal Bank of Canada ("Bank") and Cheetah Carriers Inc. ("Company")

As you are aware, we have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are also aware, on March 6, 2023 the Bank wrote to you and advised that the Operating Loan and Visa Facility of the Company established under a credit facilities agreement dated August 10, 2023 between the Bank and the Company (the "**Credit Agreement**") were thereby immediately due and payable. Thereunder, the Bank formally made demand upon the Company for payment in full for all amounts owing under the Operating Loan and the Visa Facility and for all other amounts for 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 by no later than March 18, 2024.

We have also since been advised by the Bank that the Company failed to make its monthly lease payments due as follows:

1. on March 2, 2024 as required under the Master Lease Agreement dated February 2, 2023 ("**Master Lease Agreement**"), together with Leasing Schedule # 201000072255 signed by the Company;

2. on February 16, 2024 and March 16, 2024 as required under the Master Lease Agreement, together with Leasing Schedule # 201000072980 signed by the Company;
3. on February 22, 2024 and March 22, 2024 as required under the Master Lease Agreement, together with Leasing Schedule # 201000073082 signed by the Company; and
4. on March 7, 2024 as required under the Master Lease Agreement, together with Leasing Schedule # 201000076217 signed by the Company (collectively the "**Lease Agreements**").

The failure by the Company to pay any Installment or other amount pursuant to the Lease Agreements constitutes an event of default under the Master Lease Agreement, entitling the Bank to make demand for the immediate payment of amounts expressed below.

We have been advised by the Bank that as at March 22, 2024 and in addition to the amounts set out in the March 6, 2024 demand letter, the Company is indebted to it in the following amounts:

1. in respect of a revolving lease facility (201000072255), in the amount of \$139,171.57 comprising an outstanding lease amount of \$123,160.68 and taxes in the amount of \$16,010.89;
2. in respect of a revolving lease facility (201000072980), in the amount of \$152,730.95 comprising an outstanding lease amount of \$135,160.13 and taxes in the amount of \$17,570.82;
3. in respect of a revolving lease facility (201000073082), in the amount of \$74,798.93 comprising an outstanding lease amount of \$66,193.74 and taxes in the amount of \$8,605.19; and
4. in respect of a revolving lease facility (201000076217), in the amount of \$84,361.85 comprising an outstanding lease amount of \$74,656.50 and taxes in the amount of \$9,705.35.

As at the date of this letter, the Company has not satisfied the Bank's demand for payment made on March 6, 2024, expired March 18, 2024. This failure constitutes an additional event of default under the Master Lease Agreement.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and 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 the payment by no later than April 5, 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 April 5, 2024 without further notice to you 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 solicitors.

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'Tim Duncan', written over a horizontal line.

Tim Duncan
TD/bk
Encl.

cc: Craig McInnes, Manager, Special Loans and Advisory Services, Royal Bank of Canada

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

PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL
(ACCOUNTS@CHEETAHCARRIER.COM)

TO: CHEETAH CARRIERS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, 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 December 12, 2022, executed by Cheetah Carriers Inc.;
 - a Leasing Schedule # 201000072255 dated February 7, 2023;
 - a Leasing Schedule # 201000072980 dated March, 2023;
 - a Leasing Schedule # 201000073082 dated March 24, 2023;
 - a Leasing Schedule # 201000076217 dated September 8, 2023; and
 - a Master Lease Agreement dated February 2, 2023, executed by Cheetah Carriers Inc.

3. The total amount of indebtedness secured by the security as at March 22, 2024 is \$1,544,495.95.

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 this 26th day of March, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan



Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 26, 2024

Our File No. 240894

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (ACCOUNTS@CHEETAHCARRIER.COM)**

PERSONAL AND CONFIDENTIAL

Udit Gaur
475 Harrop Dr
Milton, ON L9T 3H3

Udit Gaur
83 Wannamaker Cres
Cambridge, ON N3R 0C5

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Cheetah 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 a guarantee and postponement of claim dated August 11, 2023.

In addition to the amounts set out to you in our letter dated March 6, 2024, as at March 22, 2024, the Company is also indebted to the Bank in the following amounts:

1. in respect of a revolving lease facility (201000072255), in the amount of \$139,171.57 comprising an outstanding lease amount of \$123,160.68 and taxes in the amount of \$16,010.89;
2. in respect of a revolving lease facility (201000072980), in the amount of \$152,730.95 comprising an outstanding lease amount of \$135,160.13 and taxes in the amount of \$17,570.82;

3. in respect of a revolving lease facility (201000073082), in the amount of \$74,798.93 comprising an outstanding lease amount of \$66,193.74 and taxes in the amount of \$8,605.19; and
4. in respect of a revolving lease facility (201000076217), in the amount of \$84,361.85 comprising an outstanding lease amount of \$74,656.50 and taxes in the amount of \$9,705.35.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than April 5, 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 dated August 11, 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 April 5, 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



Tim Duncan

TD/bk

cc: Royal Bank of Canada
Attn: Craig McInnes

This is **Exhibit "L"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Tuesday, March 26, 2024 8:41 PM
To: Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: Duncan, Tim <tduncan@foglers.com>; craig.mcinnis@rbc.com
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Hello Brandy

Thank you for reaching out to us.

I want to inform you that Saurabh was Hospitalized last Thursday in Brampton Civic due to pancreatitis infection. He came back today and is flying to India for early treatment this Friday as he is getting May 21 as a date for treatment here in Brampton.

He is going there as he is in much pain and cannot wait until May 21.

Please give us time until then and we will try to fulfill all areas which we owe to the bank.

Please let us know.

Regards,
Udit

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From: Kaddoura, Brandy <bkaddoura@foglers.com>
Sent: Tuesday, March 26, 2024 10:22:37 AM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Cc: Duncan, Tim <tduncan@foglers.com>; craig.mcinnis@rbc.com <craig.mcinnis@rbc.com>
Subject: Royal Bank of Canada and Cheetah Carriers Inc.

Please see the attached correspondence from Mr. Duncan.



Brandy Kaddoura
Assistant to W. Ross MacDougall, Nina Perfetto & Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.9700 x179
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: bkaddoura@foglers.com
foglers.com

This is **Exhibit "M"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

From: Duncan, Tim
Sent: Wednesday, March 27, 2024 3:50 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnnes@rbc.com
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Mr. Gaur,

Thank you for your email and your updated information. Of course, we wish Saurabh well.

We are advised, however, that RBC has learned that insurance has lapsed on the Equipment under Leases 201000072255, 201000072980, 201000073082 and 201000076217, being:

1. 2024 UTILITY CHE20 VIN# 1UYVS253XR7079313
2. 2024 UTILITY CHE19 VIN# 1UYVS253XR7079312
3. 2023 HYUNDAI CHE 18 VIN# 3H3V532K3PJ473443
4. 2023 HYUNDAI CHE 17 VIN# 3H3V532K1PJ473442
5. 2020 FREIGHTLINER CASCADIA VIN# 1FUJHHDR0LLLW8596
6. 2016 FREIGHTLINER CASCADIA VIN# 3AKJGED51GDHV7196

These lapses in coverage constitute further events of default under the Master Lease Agreement, dated February 2, 2023. RBC does not waive this default. We require you to provide **certificates of insurance confirming all equipment is fully insured immediately**, failing which the Bank may be forced to take further action.

Thank you,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.941.8817
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Tuesday, March 26, 2024 8:41 PM
To: Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: Duncan, Tim <tduncan@foglers.com>; craig.mcinnnes@rbc.com

This is **Exhibit "N"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: Duncan, Tim
Sent: Tuesday, May 7, 2024 12:14 PM
To: Accounts Cheetah Carrier; Udit Gaur; Sabi
Cc: sandy.viikna@rbc.com; Moses, Rachel
Subject: RBC re: Cheetah Carriers Inc.

Hello Saurabh and Udit,

As you know, the Bank issued payment demands and notices to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**Demands**"). The Demands have expired and the indebtedness has not been repaid. The Bank is extremely concerned about the current situation of the indebtedness outstanding. The Bank requires the following answers immediately and no later than **5 p.m. today, May 7, 2024**:

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.
3. What is the status of Cheetah's accounts receivable, i.e., are invoices being paid in the normal course and if yes, identify the bank accounts in which the funds are being deposited to? Provide a current accounts receivable listing.
4. Have trucks/vehicles/trailers been returned to other leasing companies? Provide a current vehicle listing indicating if trucks/vehicles/trailers have been returned or where they are currently located.
5. Where are the books and records of Cheetah currently located? Provide the address of where the books and records are located.

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



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.941.8817
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>

Sent: Monday, May 6, 2024 10:12 AM

To: Duncan, Tim <tduncan@foglers.com>; Eva Smoluch <esmoluch@ritchiebros.com>; Udit Gaur

Morgan, Hayley

From: Duncan, Tim
Sent: Wednesday, May 8, 2024 9:57 AM
To: Accounts Cheetah Carrier; Udit Gaur; Sabi
Cc: sandy.viikna@rbc.com; Moses, Rachel
Subject: RE: RBC re: Cheetah Carriers Inc.

Saurabh and Udit,

As I stated yesterday, the Bank requires this information without delay. Please provide clear responses to the 5 questions posed by no later than 1 p.m. today.

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.
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5. Where are the books and records of Cheetah currently located? Provide the address of where the books and records are located.

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 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Duncan, Tim
Sent: Tuesday, May 7, 2024 4:37 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>
Cc: sandy.viikna@rbc.com; Moses, Rachel <rmoses@foglers.com>
Subject: RE: RBC re: Cheetah Carriers Inc.

Hello Saurabh,

Thank you for your response. However, the Bank does need this information now and cannot wait until your return on May 16.

Please provide full responses to the questions in my prior email as soon as possible.

In the interim, the Bank reserves all of its rights and remedies against Cheetah Carriers Inc. and the guarantor.



Tim Duncan
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 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>

Sent: Tuesday, May 7, 2024 3:44 PM

To: Duncan, Tim <tduncan@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>

Cc: sandy.viikna@rbc.com; Moses, Rachel <rmoses@foglers.com>

Subject: Re: RBC re: Cheetah Carriers Inc.

Hello Tim

We haven't stop as if yet as I said earlier to give me time until I am back on May 16.
 We are still in process of returning the equipment.

I can give you all the details once I am back in Canada.

Regards,
 Saurabh

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From: Duncan, Tim <tduncan@foglers.com>

Sent: Tuesday, May 7, 2024 9:44:02 PM

To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>

Cc: sandy.viikna@rbc.com <sandy.viikna@rbc.com>; Moses, Rachel <rmoses@foglers.com>

Subject: RBC re: Cheetah Carriers Inc.

Hello Saurabh and Udit,

As you know, the Bank issued payment demands and notices to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**Demands**"). The Demands have expired and the indebtedness has not been repaid. The Bank is extremely concerned about the current situation of the indebtedness outstanding. The Bank requires the following answers immediately and no later than **5 p.m. today, May 7, 2024:**

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.

3. What is the status of Cheetah's accounts receivable, i.e., are invoices being paid in the normal course and if yes, identify the bank accounts in which the funds are being deposited to? Provide a current accounts receivable listing.
4. Have trucks/vehicles/trailers been returned to other leasing companies? Provide a current vehicle listing indicating if trucks/vehicles/trailers have been returned or where they are currently located.
5. Where are the books and records of Cheetah currently located? Provide the address of where the books and records are located.

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



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 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Monday, May 6, 2024 10:12 AM
To: Duncan, Tim <tduncan@foglers.com>; Eva Smoluch <esmoluch@ritchiebros.com>; Udit Gaur <gaur.udit06@gmail.com>
Cc: sandy.viikna@rbc.com
Subject: Re: Anchor Truck Repair Invoice Unit L103

Hello Tim

I just went through all the invoices and they are all correct.

Regards,
 Saurabh

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From: Duncan, Tim <tduncan@foglers.com>
Sent: Monday, May 6, 2024 7:35:13 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Eva Smoluch <esmoluch@ritchiebros.com>; Udit Gaur <gaur.udit06@gmail.com>
Cc: sandy.viikna@rbc.com <sandy.viikna@rbc.com>
Subject: RE: Anchor Truck Repair Invoice Unit L103

Good morning Saurabh,

May we please have your comments on these invoices?

Thank you,

From: Duncan, Tim <tduncan@foglers.com>
Sent: Thursday, May 16, 2024 3:30 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>
Cc: Moses, Rachel <rmoses@foglers.com>; craig.mcinnis@rbc.com
Subject: RE: RBC re: Cheetah Carriers Inc.

Saurabh,

I hope that you have now safely returned.

Please provide your detailed/updated responses to each of the questions by **1 p.m. tomorrow**.

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.
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Regards,



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Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Thursday, May 9, 2024 7:29 AM
To: Duncan, Tim <tduncan@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>

Cc: sandy.viikna@rbc.com; Moses, Rachel <rmoses@foglers.com>

Subject: Re: RBC re: Cheetah Carriers Inc.

Hello Tim

We are still in process of returning equipment.

We have a bank account in BMO and the branch is on Maple ave in Milton Ont.

Accounts Receivables are upto date as we were cashing them out from AVA Financial to run the business cycle.

We have have 4 trucks and 3 trailers.

I can give you more detailed information once I am back.

Regards,

Saurabh

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From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>

Sent: Wednesday, May 8, 2024 10:14:38 PM

To: Duncan, Tim <tduncan@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>

Cc: sandy.viikna@rbc.com <sandy.viikna@rbc.com>; Moses, Rachel <rmoses@foglers.com>

Subject: Re: RBC re: Cheetah Carriers Inc.

I will get back to you on this before end of the day today.

Please give us that much time

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From: Duncan, Tim <tduncan@foglers.com>

Sent: Wednesday, May 8, 2024 7:27:29 PM

To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Udit Gaur <gaur.udit06@gmail.com>; Sabi <s_chopra89@hotmail.com>

Cc: sandy.viikna@rbc.com <sandy.viikna@rbc.com>; Moses, Rachel <rmoses@foglers.com>

Subject: RE: RBC re: Cheetah Carriers Inc.

Saurabh and Udit,

As I stated yesterday, the Bank requires this information without delay. Please provide clear responses to the 5 questions posed by no later than 1 p.m. today.

1. Is Cheetah Carriers Inc. ("**Cheetah**") currently operating or has it ceased operations? If it has ceased operating, when did it stop?
2. Does Cheetah maintain bank accounts at financial institutions other than RBC? If yes, identify the other financial institutions and the branch location.
3. What is the status of Cheetah's accounts receivable, i.e., are invoices being paid in the normal course and if yes, identify the bank accounts in which the funds are being deposited to? Provide a current accounts receivable listing.
4. Have trucks/vehicles/trailers been returned to other leasing companies? Provide a current vehicle listing indicating if trucks/vehicles/trailers have been returned or where they are currently located.

This is **Exhibit "O"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Thursday, April 18, 2024 6:31 AM
To: Duncan, Tim <tduncan@foglers.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnnes@rbc.com
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Good morning

I request you to kindly give me just one more week and I will be having some thing for you.
As I have mentioned in my previous email that my partner is having serious health issues and is in India for the same to get the treatment.
As he was not getting dates here for operation.
This is my humble request.

From: Duncan, Tim <tduncan@foglers.com>
Sent: Wednesday, April 17, 2024 3:05:33 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnnes@rbc.com <craig.mcinnnes@rbc.com>
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.

Good afternoon Mr. Gaur,

As you know, we are the lawyers for Royal Bank of Canada (the "**Bank**"). On March 6, 2024, the Bank delivered a demand letter to Cheetah Carriers Inc. (the "**Company**") together with a notice of intention to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act (the "**Payment Demand**"). A second Payment Demand was issued on March 26, 2024. Copies of the Payment Demands are attached for your convenience.

Payment Demands expired on March 18, 2024 and April 5, 2024, respectively. The Company has not presented any plan to the Bank for the repayment of all amounts owing (the "**Indebtedness**") as set out in the Payment Demands.

The failure to repay the Indebtedness is unacceptable to the Bank. The Bank is entitled to enforce its security. We specifically refer you to the Master Lease Agreement made as of February 2, 2023 and sections 18 (Events of Default) and 19 (Lessor's Remedies on Default). Under the Master Lease Agreement, section 19.1, upon an Event of Default, RBC may, without notice to the Company, and in addition to any other rights or remedies it has at law or in equity, (a) take possession of all Equipment (identified below) and for that purpose may enter any premises where any of the Equipment is located; and (b) sell, lease or otherwise dispose of the Equipment.

In the interest of reducing fees and costs, which are added to the Indebtedness, we are requesting that you provide the Company's agreement and consent to granting RBC and/or its agent access to the Equipment and consenting to RBC

taking possession of the Equipment and selling it in accordance with its rights under the loan and security documents delivered.

1. 2020 Freightliner Cascadia Truck, Serial No. 1FUJHHDROLLLW8596
2. 2023 Hyundai Trailer, 53', Serial No. 3H3V532K1PJ473442
3. 2023 Hyundai Trailer, 53', Serial No. 3H3V532K3PJ473443
4. 2024 Utility Dry van Tandem Trailer, Serial No. 1UYVS253XR7079312
5. 2024 Utility Dry van Tandem Trailer, Serial No. 1UYVS2531R7079313
6. 2016 Freightliner 125 Cascadia Truck, Serial No. 3AKJGED51GDHV7196

May we please hear from you by no later than end of day on Thursday, April 18, 2024. RBC would like to arrange for the pick-up of the Equipment on Friday, April 19, 2024. We look forward to hearing from you.

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

Regards,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.941.8817
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Duncan, Tim
Sent: Wednesday, March 27, 2024 3:50 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnis@rbc.com
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Mr. Gaur,

Thank you for your email and your updated information. Of course, we wish Saurabh well.

We are advised, however, that RBC has learned that insurance has lapsed on the Equipment under Leases 201000072255, 201000072980, 201000073082 and 201000076217, being:

1. 2024 UTILITY CHE20 VIN# 1UYVS253XR7079313
2. 2024 UTILITY CHE19 VIN# 1UYVS253XR7079312
3. 2023 HYUNDAI CHE 18 VIN# 3H3V532K3PJ473443
4. 2023 HYUNDAI CHE 17 VIN# 3H3V532K1PJ473442
5. 2020 FREIGHTLINER CASCADIA VIN# 1FUJHHDROLLLW8596
6. 2016 FREIGHTLINER CASCADIA VIN# 3AKJGED51GDHV7196

These lapses in coverage constitute further events of default under the Master Lease Agreement, dated February 2, 2023. RBC does not waive this default. We require you to provide **certificates of insurance confirming all equipment is fully insured immediately**, failing which the Bank may be forced to take further action.

This is **Exhibit "P"** referred to
in the Affidavit of Craig McInnes

Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Monday, April 22, 2024 2:09 PM
To: Duncan, Tim <tduncan@foglers.com>; Kaddoura, Brandy <bkaddoura@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>
Cc: craig.mcinnis@rbc.com
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Hello Tim

I apologize for the delayed response as I am still in India for medical reasons and I am coming back on May 20. I have parked all the equipment in my yard safely and securely. I want to ask if we can get some time until I come back as I had to go suddenly.

If the bank wants the equipment back, they can pick from our Milton yard as everything is parked there.

Let me know

Regards,
Saurabh

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From: Duncan, Tim <tduncan@foglers.com>
Sent: Thursday, April 18, 2024 9:32:12 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnis@rbc.com <craig.mcinnis@rbc.com>
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.

Mr. Gaur,

In addition to the below correspondence and for your clarity, please note that the Bank requires that you provide a detailed response outlining what it is that you are hoping to accomplish in that the requested 1-week period and how it will result in the Bank being repaid what it is owed by the end of day today, Thursday, April 18, 2024.

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

Regards,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
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 Toronto, ON M5K 1G8
 Direct: 416.941.8817
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Duncan, Tim
Sent: Thursday, April 18, 2024 11:57 AM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnnes@rbc.com
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Mr. Gaur,

Thank you for your response.

The Bank notes the request you have made for more time below. However, it is not at all clear from your email below what it is that you intend to do with such time, if provided. Please provide a detailed response outlining what it is that you are hoping to accomplish in that the requested 1-week period and how it will result in the Bank being repaid what it is owed.

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

Regards,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
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 Suite 3000, P.O. Box 95
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 Toronto, ON M5K 1G8
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 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Thursday, April 18, 2024 6:31 AM
To: Duncan, Tim <tduncan@foglers.com>; Kaddoura, Brandy <bkaddoura@foglers.com>
Cc: craig.mcinnnes@rbc.com
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Good morning

I request you to kindly give me just one more week and I will be having some thing for you.
 As I have mentioned in my previous email that my partner is having serious health issues and is in India for the same to get the treatment.
 As he was not getting dates here for operation.

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Date: April 26, 2024 at 03:44:55 EDT
To: "Duncan, Tim" <tduncan@foglers.com>, "Kaddoura, Brandy" <bkaddoura@foglers.com>, Udit Gaur <gaur.udit06@gmail.com>
Cc: craig.mcinnis@rbc.com, Eva Smoluch <esmoluch@ritchiebros.com>
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.

Hello

The keys are in the truck's hood and can be easily located.
Once the person will go in the yard, the yard security will contact me to get the access.
The equipment is at 475 Harrop drive Milton.

Let me know if you have any questions.

Regards,
Saurabh

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From: Duncan, Tim <tduncan@foglers.com>
Sent: Thursday, April 25, 2024 11:12:03 PM
To: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>; Kaddoura, Brandy <bkaddoura@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>
Cc: craig.mcinnis@rbc.com <craig.mcinnis@rbc.com>; Eva Smoluch <esmoluch@ritchiebros.com>
Subject: RE: Royal Bank of Canada and Cheetah Carriers Inc.

Good Afternoon,

Thank you Saurabh and Udit for your communication and cooperation. We understand that you have ceased operating Cheetah Carriers Inc. at this time and you have advised that the Bank may attend at 475 Harrop Drive in Milton to retrieve and take possession of the following equipment:

1. 2020 Freightliner Cascadia Truck, Serial No.
1FUJHHDR0LLW8596
2. 2023 Hyundai Trailer, 53', Serial No. 3H3V532K1PJ473442
3. 2023 Hyundai Trailer, 53', Serial No. 3H3V532K3PJ473443
4. 2024 Utility Dry van Tandem Trailer, Serial No.
1UYVS253XR7079312
5. 2024 Utility Dry van Tandem Trailer, Serial No.
1UYVS2531R7079313
6. 2016 Freightliner 125 Cascadia Truck, Serial No.
3AKJGED51GDHV7196

We have herein copied Eva Smoluch of Ritchie Brothers, the Bank's agent, to coordinate the equipment pickup. Please contact Ms. Smoluch as soon as possible to confirm the location of the equipment and all keys for accessing and operating the equipment and protocols for accessing the yard where the equipment is located.

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

Regards,

<image008.png>

Tim Duncan
Fogler, Rubinoff LLP
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Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.941.8817
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Accounts Cheetah Carrier <accounts@cheetahcarrier.com>
Sent: Monday, April 22, 2024 2:09 PM
To: Duncan, Tim <tduncan@foglers.com>; Kaddoura, Brandy <bkaddoura@foglers.com>; Udit Gaur <gaur.udit06@gmail.com>
Cc: craig.mcinnis@rbc.com
Subject: Re: Royal Bank of Canada and Cheetah Carriers Inc.
Sensitivity: Personal

Hello Tim

I apologize for the delayed response as I am still in India for medical reasons and I am coming back on May 20.
I have parked all the equipment in my yard safely and securely. I want to ask if we can get some time until I come back as I had to go suddenly.

If the bank wants the equipment back, they can pick from our Milton yard as everything is parked there.

Let me know

This is **Exhibit “Q”** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

From: Eva Smoluch <esmoluch@ritchiebros.com>
Sent: Tuesday, May 14, 2024 11:31 AM
To: Duncan, Tim <tduncan@foglers.com>
Cc: Kaddoura, Brandy <bkaddoura@foglers.com>; sandy.viikna@rbc.com
Subject: Re: Cheques for RBC - Cheetah Carriers Inc.

Good morning Tim,
All assets were picked up.
Like I mentioned in my last email we will have these inspected this week and forward condition reports for review.
Kind regards,
Eva
Ritchie Bros. | EVA SMOLUCH | 647-824-2080

On May 14, 2024, at 07:19, Duncan, Tim <tduncan@foglers.com> wrote:

Good morning Eva,

Are you able to confirm all equipment was picked up and is now secure?

Thank you,

<image001.png>

Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.941.8817
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

This is **Exhibit "R"** referred to
in the Affidavit of Craig McInnes
Sworn this 24th
day of July, 2024.



.....
A Commissioner for Taking Affidavits

Fogler, Rubinoff LLP
Lawyers

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

fogler
rubinoff

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

May 17, 2024

Our File No. 240894

VIA REGULAR AND REGISTERED MAIL

SEE ATTACHED LIST OF RECIPIENTS

Dear Sir/Madam:

Re: Royal Bank of Canada Credit Facilities, Cheetah Carriers Inc.

Please be advised we have been retained as lawyers for Royal Bank of Canada.

Enclosed is a Notice under the *Personal Property Security Act* (Ontario) with respect to RBC's intention to enforce its security, which is hereby served upon you.

Yours truly,

FOGLER, RUBINOFF LLP



Tim Duncan
TD/jh

Encl.

RECIPIENTS OF NOTICE

Cheetah Carriers Inc.
475 Harrop Drive
Milton ON L9T 3H3

Udit Gaur
83 Wannamaker Crescent
Cambridge ON N3R 3H3

Udit Gaur
475 Harrop Drive
Milton ON L9T 3H3

Udit Gaur
193 Thornbush Blvd
Brampton ON L7A 4R7

Saurabh Chopra
22 Wainwright Drive
Brampton ON L7A 4Y6

Meridian Onecap Credit Corp.
Suite 1500, 4710 Kingsway
Burnaby BC V5H 4M2

Coast Capital Equipment Finance Ltd.
800-9900 King George Blvd.
Surrey BC V3T 0K7

Dynamic Capital Equipment Finance Inc.
208, 1824 Gordon Drive
Kelowna BC V1Y 0E2

Concentra Bank
C/O Comm Leasing, Box 3030
Regina SK S4P 3G8

Summit Credit Corporation
1131A Leslie Street, Suite 510
Toronto ON M3C 3L8

Summit Credit Corporation
355 Harry Walker Parkway N, 4C
Newmarket ON L3Y 7B3

Summit Credit Corporation
355 Harry Walker Parkway N, #4, 3rd Floor
Newmarket ON L3Y 7B3

Arundel Capital Corporation
Suite 201, 3007 14th Street SW
Calgary AB T2T 3V6

Mitsubishi HC Capital Canada Leasing, Inc.
301-3390 South Service Rd.
Burlington ON L7N 3J5

TPine Leasing Capital Corporation
6050 Dixie Road
Mississauga ON L5T 1A6

Essex Lease Financial Corporation
10768 74th Street SE
Calgary AB T2C 5N6

HBC Transportation Inc.
33 Armstrong Avenue
Georgetown ON L7G 4X6

VFS Canada Inc.
238 Wellington St. E.
3rd Flr.
Aurora ON L4G 1J5

Honda Canada Finance Inc.
180 Honda Blvd
Markham ON L6C 0H9

His Majesty in Right of Ontario
Represented by the Minister of Finance
400-130 Dufferin Avenue
London ON N6A 6G8

Ava Financial Group Inc.
6066 Yonge Street
Toronto ON M2M 3W6

Bestway Truck Services Inc.
475 Harrop Drive
Milton ON L9T 3H3

2603642 Ontario Ltd.
61 Beacon Hill Drive
Brampton ON L6X 1H7

2672866 Ontario Ltd. operating as U-Go Fuel
61 Beacon Hill Drive
Brampton ON L6X 1H7

**NOTICE PURSUANT TO SECTION 63(4) OF THE
PERSONAL PROPERTY SECURITY ACT (ONTARIO)**

TO: Those persons listed on Schedule "A" hereto.

RE: CHEETAH CARRIERS INC. ("Debtor")

Indebtedness to Royal Bank of Canada ("**Secured Party**")

TAKE NOTICE THAT:

1. By virtue of the General Security Agreement dated December 12, 2022 and the Master Lease Agreement dated February 2, 2023 and leasing schedules thereto, as described in Schedule "B" hereto, the Secured Party is the holder of a security interest(s) in the collateral more particularly described in Schedule "C" hereto ("Collateral").
2. The amount required to satisfy the obligation(s) secured by the said security interest(s) is ONE MILLION, FIVE HUNDRED FORTY-FOUR THOUSAND, FOUR HUNDRED AND NINETY-FIVE DOLLARS and NINETY-FIVE CENTS (\$1,544,495.95) for principal and interest accrued thereon to and including March 22, 2024, plus legal costs and interest continuing to accrue thereafter (the "Debt").
3. A reasonable estimate of the expenses of the Secured Party, including cost of insurance and payment of taxes and other charges incurred in retaking, holding, repairing, processing and preparing for disposition and disposing of the Collateral, and other reasonable expenses of the Secured Party, is FORTY THOUSAND DOLLARS (\$40,000.00) (the "Expenses").
4. Upon receipt of the Debt and the Expenses, the payer will be credited with any rebates or allowances to which the Debtor is entitled by law or under the said security agreements.
5. Upon payment of the Debt and the Expenses, any person entitled to receive notice under Section 63 of the *Personal Property Security Act* (Ontario) may redeem the Collateral.
6. Unless the Debt and Expenses are paid by the earlier of 15 days from the date you actually receive this notice or 25 days after this notice is served upon you by registered mail, the Secured Party will dispose of the Collateral by private sale, public tender or public auction and the Debtor as well as any other person liable for payment of the obligations secured, will be liable for any deficiency. A public auction to dispose of some of the Collateral, including but not limited to the specific collateral more particularly described in Schedule "C" is currently planned to be held by Ritchie Brothers Auctioneers at 9 a.m. on June 26, 2024 at 3 Manchester Court, Bolton, Ontario, L7E 2Y1.
7. This notice is being delivered to each of you because it appears that you may have a security or other interest in all or part of the Collateral. The delivery of this notice is not an acknowledgment of the existence or validity of any security or other interest you may have in all or part of the Collateral.
8. The Secured Party reserves the right to dispose of any or all of the Collateral prior the expiration of this notice in any circumstance where the PPSA permits a disposition without notice.

DATED: May 17, 2024

ROYAL BANK OF CANADA

by its lawyers,

FOGLER, RUBINOFF LLP

per:

A handwritten signature in black ink, appearing to read 'Tim Duncan', written over a horizontal line.

Tim Duncan

CONSENT

The undersigned hereby consents to the immediate disposition of the Collateral and waives its rights and remedies with respect to the redemption periods set out in the *Personal Property Security Act* (Ontario), as amended, with respect to this notice and any disposition thereunder.

Dated: _____

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE "A"**RECIPIENTS OF NOTICE**

Cheetah Carriers Inc.
475 Harrop Drive
Milton ON L9T 3H3

Udit Gaur
83 Wannamaker Crescent
Cambridge ON N3R 3H3

Udit Gaur
475 Harrop Drive
Milton ON L9T 3H3

Udit Gaur
193 Thornbush Blvd
Brampton ON L7A 4R7

Saurabh Chopra
22 Wainwright Drive
Brampton ON L7A 4Y6

Meridian Onecap Credit Corp.
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Burnaby BC V5H 4M2

Coast Capital Equipment Finance Ltd.
800-9900 King George Blvd.
Surrey BC V3T 0K7

Dynamic Capital Equipment Finance
Inc.
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Concentra Bank
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Regina SK S4P 3G8

Summit Credit Corporation
1131A Leslie Street, Suite 510
Toronto ON M3C 3L8

Summit Credit Corporation
355 Harry Walker Parkway N, 4C
Newmarket ON L3Y 7B3

Summit Credit Corporation
355 Harry Walker Parkway N, #4, 3rd
Floor
Newmarket ON L3Y 7B3

Arundel Capital Corporation
Suite 201, 3007 14th Street SW
Calgary AB T2T 3V6

Mitsubishi HC Capital Canada
Leasing, Inc.
301-3390 South Service Rd.
Burlington ON L7N 3J5

TPine Leasing Capital Corporation
6050 Dixie Road
Mississauga ON L5T 1A6

Essex Lease Financial Corporation
10768 74th Street SE
Calgary AB T2C 5N6

HBC Transportation Inc.
33 Armstrong Avenue
Georgetown ON L7G 4X6

VFS Canada Inc.
238 Wellington St. E.
3rd Flr.
Aurora ON L4G 1J5

Honda Canada Finance Inc.
180 Honda Blvd
Markham ON L6C 0H9

His Majesty in Right of Ontario
Represented by the Minister of
Finance
400-130 Dufferin Avenue
London ON N6A 6G8

Ava Financial Group Inc.
6066 Yonge Street
Toronto ON M2M 3W6

Bestway Truck Services Inc.
475 Harrop Drive
Milton ON L9T 3H3

2603642 Ontario Ltd.
61 Beacon Hill Drive
Brampton ON L6X 1H7

2672866 Ontario Ltd. operating as U-
Go Fuel
61 Beacon Hill Drive
Brampton ON L6X 1H7

SCHEDULE "B"**SECURITY AGREEMENT**

1. General Security Agreement dated December 12, 2022 between Cheetah Carriers Inc. and Royal Bank of Canada
2. Master Lease Agreement dated February 2, 2023 between Cheetah Carriers Inc. and Royal Bank of Canada
3. Leasing Schedule #201000072255 dated February 7, 2023
4. Leasing Schedule #201000072980 dated March 21, 2023
5. Leasing Schedule #201000073082 dated March 24, 2023
6. Leasing Schedule #201000076217 dated September 8, 2023

SCHEDULE "C"**COLLATERAL**

All personal property of the Debtor, including, without limitation, all inventory, equipment, machinery, motor vehicles, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the Debtor, together with all proceeds, additions, accretions and substitutions therefor, including but not limited to the following: 2016 Freightliner 125 Cascadia Truck, VIN 3AKJGED51GDHV7196; 2024 Utility Dry van Tandem Trailer, VIN 1UYVS253XR7079312; 2024 Utility Dry van Tandem Trailer, VIN 1UYVS2531R7079313; 2023 Hyundai Trailer 53', VIN 3H3V532K1PJ473442; 2023 Hyundai Trailer 53', VIN 3H3V532K3PJ473443; and 2020 Freightliner Cascadia Truck, VIN 1FUJHHDROLLLW8596.

Registration Receipt (Bulk)

Récépissé de recommandation (en nombre)

This receipt is necessary if enquiry is desired.

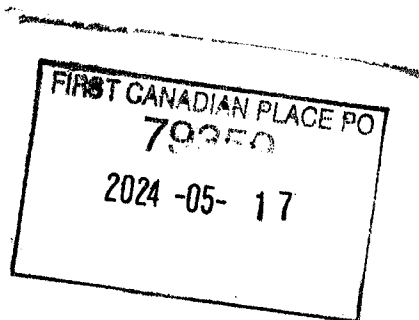
À presaire en case de reclamation

| Mailed By (Name and address of firm) | Déposé par (Nom et adresse de société) | Stamp of Firm | Timbre de société | Date Stamp of Post Office | Timbre à date du à bureau de poste |
|--|--|------------------|----------------------|---------------------------------|--|
| Fogler, Rubinoff LLP Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8 240894 240890 / TD | | | | | |

Fragile and perishable articles are not indemnified against damage. Indemnity and REGISTRATION FEES information is available on request at the Post Office.

Aucune indemnité ne sera verse pour l'avaire d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités verses et les DROITS DE RECOMMANDATION en vous adressant à votre bureau do poste.

| Number Numéro | SEE ATTACHED LIST | | | | |
|------------------|-------------------|-----------------|---------------|--|--|
| | | | | | |
| Sheet No. | Feuille No. | No. of Articles | Nbre d'objets | Accepted by (Postal Employee's signature) | Accepté par (Signature de l'employé des Postes) |
| | | | | | |



Jane (27)

RECIPIENTS OF NOTICE

Cheetah Carriers Inc.
475 Harrop Drive
Milton ON L9T 3H3 RN 812 985 763 CA

Udit Gaur
83 Wannamaker Crescent
Cambridge ON N3R 3H3 RN 812 985 777 CA

Udit Gaur
475 Harrop Drive
Milton ON L9T 3H3 RN 812 985 785 CA

Udit Gaur
193 Thornbush Blvd
Brampton ON L7A 4R7 RN 812 985 635 CA

Saurabh Chopra
22 Wainwright Drive
Brampton ON L7A 4Y6 RN 812 985 644 CA

Meridian Onecap Credit Corp.
Suite 1500, 4710 Kingsway
Burnaby BC V5H 4M2 RN 812 985 658 CA

Coast Capital Equipment Finance Ltd.
800-9900 King George Blvd.
Surrey BC V3T 0K7 RN 812 985 661 CA

Dynamic Capital Equipment Finance Inc.
208, 1824 Gordon Drive
Kelowna BC V1Y 0E2 RN 812 985 675 CA

Concentra Bank
C/O Comm Leasing, Box 3030
Regina SK S4P 3G8 RN 812 985 689 CA

Summit Credit Corporation
1131A Leslie Street, Suite 510
Toronto ON M3C 3L8 RN 812 985 692 CA

Summit Credit Corporation
355 Harry Walker Parkway N, 4C
Newmarket ON L3Y 7B3 RN 812 985 701 CA



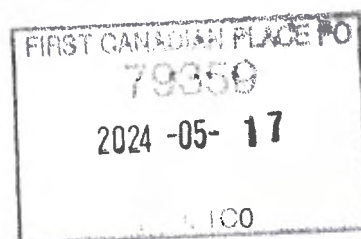
Summit Credit Corporation
355 Harry Walker Parkway N, #4, 3rd Floor
Newmarket ON L3Y 7B3 **R** RN 812 985 715 CA

Arundel Capital Corporation
Suite 201, 3007 14th Street SW
Calgary AB T2T 3V6 **R** RN 812 985 729 CA

Mitsubishi HC Capital Canada Leasing, Inc.
301-3390 South Service Rd.
Burlington ON L7N 3J5 **R** RN 812 985 732 CA

TPine Leasing Capital Corporation
6050 Dixie Road
Mississauga ON L5T 1A6 **R** RN 812 985 746 CA

Essex Lease Financial Corporation
10768 74th Street SE
Calgary AB T2C 5N6 **R** RN 812 985 750 CA



HBC Transportation Inc.
33 Armstrong Avenue
Georgetown ON L7G 4X6
R RN 812 985 539 CA

Honda Canada Finance Inc.
180 Honda Blvd
Markham ON L6C 0H9
R RN 812 985 556 CA

Ava Financial Group Inc.
6066 Yonge Street
Toronto ON M2M 3W6
R RN 812 985 573 CA

2603642 Ontario Ltd.
61 Beacon Hill Drive
Brampton ON L6X 1H7
R RN 812 985 595 CA

VFS Canada Inc.
238 Wellington St. E.
3rd Flr.
Aurora ON L4G 1J5 R RN 812 985 542 CA

His Majesty in Right of Ontario
Represented by the Minister of Finance
400-130 Dufferin Avenue
London ON N6A 6G8 R RN 812 985 560 CA

Bestway Truck Services Inc.
475 Harrop Drive
Milton ON L9T 3H3 R RN 812 985 587 CA

2672866 Ontario Ltd. operating as U-Go Fuel
61 Beacon Hill Drive
Brampton ON L6X 1H7 R RN 812 985 600 CA



ROYAL BANK OF CANADA
Applicant

-and- **CHEETAH CARRIERS INC. et al.**
Respondents

Court File No. CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

AFFIDAVIT OF CRAIG MCINNES

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)

rmoses@foglers.com

Tel: 416-864-7627

Carol Liu (LSO# 84938G)

cliu@foglers.com

Tel: 416-849-4150

Lawyers for the Applicant, Royal Bank of Canada

TAB 3

Court File No. CV-24-00002865-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

CONSENT

msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at the City of Toronto, this 29th day of July, 2024.

MSI SPERGEL INC.

Per:



Name: Mukul Manchanda
Title: Managing Partner

ROYAL BANK OF CANADA
Applicant

-and- **CHEETAH CARRIERS INC. et al.**
Respondents

Court File No. CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

CONSENT

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)

rmoses@foglers.com

Tel: 416.864.7627

Carol Liu (LSO# 84938G)

cliu@foglers.com

Tel: 416.849.4150

Lawyers for the Applicant, Royal Bank of Canada

TAB 4

Court File No. CV-24-00002865-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

| | | |
|----------------|---|-----------------------------|
| THE HONOURABLE |) | FRIDAY, THE 9 TH |
| |) | |
| JUSTICE |) | DAY OF AUGUST, 2024 |

ROYAL BANK OF CANADA

Applicant

- and -

CHEETAH CARRIERS INC. and UDIT GAUR

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, Royal Bank of Canada, 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 Cheetah Carriers Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 491 Steeles Avenue East, Milton, Ontario.

ON READING the affidavit of Craig McInnes sworn July 24, 2024 and the Exhibits thereto and on hearing the submissions of counsel for Royal Bank of Canada, counsel for the Debtor, 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 application 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 Spegel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all

or any part of the business, or cease to perform any contracts of the Debtor;

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$150,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or

regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post**

Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this application, 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 Cheetah Carriers Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ___ day of _____, 2024 (the "**Order**") made in an action having Court file number CV-24-00002865-0000, 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:

ROYAL BANK OF CANADA
Applicant

-and- **CHEETAH CARRIERS INC. et al.**
Respondents

Court File No. CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

ORDER
(Appointing Receiver)

FOGLER, RUBINOFF LLP

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Lawyers for the Applicant, Royal Bank of Canada

TAB 5

Court File No. ~~_____~~ CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~ FRIDAY, THE #9TH
)
 JUSTICE) DAY OF ~~MONTH~~ AUGUST, ~~20YR~~ 2024

~~PLAINTIFF~~¹

ROYAL BANK OF CANADA

~~Plaintiff~~ Applicant

- and -

CHEETAH CARRIERS INC. and UDIT GAUR

~~DEFENDANT~~ Respondents

~~Defendant~~

ORDER
(~~appointing~~ Appointing Receiver)

THIS ~~MOTION~~ APPLICATION made by the ~~Plaintiff~~² Applicant, Royal Bank of Canada, for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing ~~{RECEIVER'S NAME}~~ msi Spergel inc. as receiver ~~{and manager}~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~{DEBTOR'S NAME}~~ Cheetah Carriers Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by

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

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

the Debtor, was heard this day at ~~330 University~~491 Steeles Avenue East, ~~Toronto~~Milton, Ontario.

ON READING the affidavit of ~~[NAME]~~Craig McInnes sworn ~~[DATE]~~July 24, 2024 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES], no one~~Royal Bank of Canada, counsel for the Debtor, 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 Spegel inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³ so that this ~~motion~~application 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 Spegel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and

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

authorized to do any of the following where the Receiver considers it necessary or desirable:

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

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~150,000.00; and

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer,

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services,

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically

agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the

Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal

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

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 \$~~_____~~150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

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

31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this ~~motion~~[application](#), up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~ [msi Spergel inc.](#), the receiver (the "Receiver") of the assets, undertakings and properties ~~{DEBTOR'S NAME}~~ [Cheetah Carriers Inc.](#) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "Court") dated the ___ day of _____, ~~20~~ [2024](#) (the "Order") made in an action having Court file number ~~CL~~ [CV-24-00002865-0000](#), 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.

- 2 -

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: 1771742v8

ROYAL BANK OF CANADA
Applicant

-and-

CHEETAH CARRIERS INC. et al.
Respondents

Court File No. CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

ORDER
(Appointing Receiver)

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| Summary report: | |
|--|------------|
| Litera Compare for Word 11.3.0.46 Document comparison done on 07/29/2024 1:50:43 PM | |
| Style name: Default Style | |
| Intelligent Table Comparison: Active | |
| Original DMS: nd://4860-9764-6027/1/Model Order (Appointing Receiver).doc | |
| Modified DMS: nd://4873-7651-5531/1/Draft Order (Appointing Receiver).doc | |
| Changes: | |
| <u>Add</u> | 43 |
| Delete | 72 |
| Move From | 1 |
| <u>Move To</u> | 1 |
| <u>Table Insert</u> | 2 |
| Table Delete | 0 |
| <u>Table moves to</u> | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 119 |

ROYAL BANK OF CANADA
Applicant

-and- **CHEETAH CARRIERS INC. et al.**
Respondents

Court File No. CV-24-00002865-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

APPLICATION RECORD

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