

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CHILL X TRANS INC.

Respondent

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

**APPLICATION RECORD
(Returnable April 23, 2024)**

March 27, 2024

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev Mitra (LSO # 37934U)
Tel: 416-865-3085
Email: smitra@airdaberlis.com

Matilda Lici (LSO # 79621D)
Tel: 416-865-3428
Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal bank of Canada

TO SERVICE LIST

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- C Master Lease Agreement dated December 1, 2023
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TAB 1



**ONTARIO
SUPERIOR COURT OF JUSTICE**

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NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing:

- In person
- By telephone conference
- By video conference

before a judge presiding over the Ontario Superior Court of Justice in Brampton, Ontario on Tuesday, April 23, 2024, via Zoom coordinates to be provided.

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

-2-

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 March 27, 2024

Issued by

TARIQ AZIZ

Digitally signed by TARIQ

AZIZ

Date: 2024.03.28 12:08:38

-04:00'

Local Registrar

Address of court office: 7755 Hurontario Street
Brampton, Ontario L6W 4T1

TO: CHILL X TRANS INC.
1 Gateway Blvd, Unit 2000
Brampton, Ontario, L6T 0G3

APPLICATION

THE APPLICANT, Royal Bank of Canada (“**RBC**”), makes application for an Order, among other things:

- (a) if necessary, abridging the time for service and filing of this Notice of Application and the Application Record or, in the alternative, dispensing with and/or validating service of same, and declaring that this Application is properly returnable before the Court;
- (b) appointing, pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario), msi Spergel Inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, properties and undertakings (collectively, the “**Property**”) of Chill X Trans Inc. (the “**Debtor**”) acquired for or used in relation to a business or businesses carried on by the Debtor; and
- (c) such further and other relief as to this Honourable Court may seem just.

THE GROUNDS for the application are:

The Debtor:

1. The Debtor is a company incorporated pursuant to the laws of Ontario, incorporated on October 18, 2012 and extra-provincially registered in Quebec, with its stated registered office at 1 Gateway Blvd, Unit 2000, Brampton, Ontario, L6T 0G3. The stated directors are Fozia Javed and Shahid Akhtar.

The Credit Agreements and RBC's Security:

2. The Debtor is indebted to RBC and RCAP Leasing Inc. (“**RCAP**”) with respect to certain credit facilities made available by RBC and RCAP to the Debtor pursuant to and under the terms of:

- (a) a Credit Agreement dated July 10, 2023;
- (b) a Master Lease Agreement dated December 1, 2023;
- (c) the Conditional Sale Agreement no. 78577 entered into by the Debtor and RCAP Leasing Inc. on or about August 3, 2023 with a commencement date of August 15, 2023 in respect of a 2018 Great Dane ESS-1114-11053 Refrigerated Trailer, in the amount of \$94,888.87; and
- (d) the Lease Contract no. 579620-81280 entered into by the Debtor and RCAP Leasing Inc. on or about September 27, 2023 with a commencement date of October 1, 2023 in respect of a used 2019 Mack Highway Tractor, in the amount of \$140,000,

each as amended, replaced, restated or supplemented from time to time, and collectively referred to as the “**Credit Agreements**”.

3. RCAP is a wholly owned subsidiary of RBC.

4. As security for the Debtor’s obligations to RBC, including, without limitation, under the Credit Agreements, the Debtor provided, among other things, a general security agreement (“**GSA**”) dated July 10, 2023, which grants to RBC, among other things, a security interest in any

and all of the property, assets and undertakings of the Debtor in Ontario and New York, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”).

5. In addition to RBC, various other creditors have registered security interests in respect of the Debtor under the PPSA. These registrations pertain to specific equipment and motor vehicles. RBC is the only creditor of the Debtor with registrations against all collateral classifications. Except for certain registrations over specific collateral registered by Evolution Capital Corporation, Coast Capital Equipment Finance Ltd., Mitsubishi HC Capital Canada Leasing, Inc., Wells Fargo Equipment Finance Company, De Lage Landen Financial Services Canada Inc., and Bank of Montreal, RBC registration against all collateral classifications ranks ahead of all other secured creditors.

6. The GSA granted by the Debtor allows RBC to appoint a receiver over the Debtor’s property upon the occurrence of a default.

7. The Debtor’s obligations to RBC pursuant to the Credit Agreements are guaranteed by each of Fozia Javed and Shahid Tariq (collectively, the “**Guarantors**”) pursuant to the following:

- (a) a Guarantee and Postponement of Claim in the amount of \$600,000 dated July 10, 2023, granted by the Guarantors;
- (b) a Postponement and Assignment of Claim dated July 10, 2023, granted by Fozia Javed; and
- (c) a Postponement and Assignment of Claim dated July 10, 2023, granted by Shahid Tariq.

Defaults and Demands for Payment:

8. The Debtor has not been providing monthly margining report to RBC as required by the Credit Agreements. The last margin report received from the Debtor is for November 2023 and was received after that month.

9. Drawings under the revolving line of credit exceed credit authorized by the Credit Agreements. The Debtor has failed to take steps to bring borrowings within the authorized credit limits under Credit Agreements. Accordingly, the Debtor currently has no access to credit under its revolving line of credit. Moreover, the Debtor has failed to make interest payments due and owing under the revolving line of credit.

10. The last margin report received by RBC from the Debtor indicated accounts receivable of \$2,344,588. The Debtor has not been making deposits into its account at RBC. The last deposit made to the account was on December 28, 2023. It is unclear whether these receivables are being collected and where they are being deposited.

11. Based on the last information provided by the Debtor to RBC, it is owed a significant amount of money by 8634998 Canada Inc. (“863”) which is a company controlled by the same principal of the Debtor. 863 has defaulted on its payment obligations to RBC under its own credit arrangements.

12. RBC has attempted to contact Shahid Tariq to resolve the issues in respect of the Credit Agreements and 863. RBC has been advised by Mr. Tariq and his counsel that he is in Pakistan. It is unclear if anyone is managing the affairs of the Debtor or 863. Despite communications with

counsel, he has indicated that he is not engaged to deal with this matter at this time and suggests that Mr. Tariq may return at the end of March 2024.

13. Given the failure of the Debtor and 863 to address the concerns of RBC, RBC is very concerned about the ongoing viability of the business and the status of its collateral.

14. RBC has little to no visibility with respect to the Debtor's operations and financial circumstances.

15. Amounts owing by the Debtor under the Credit Agreements are due and payable at the option of RBC upon the occurrence of an event of default or on demand. There have been one or more defaults under the Credit Agreements, including, without limitation, monetary defaults.

16. RBC made formal written demand on the Debtor for payment of its Indebtedness to RBC by letter dated January 24, 2024 (the "**Demand Letter**"), which was accompanied by a notice of intention to enforce security (the "**BIA Notice**") delivered pursuant to subsection 244(1) of the BIA. Formal written demand was also made on the Guarantors.

17. As set out in the Demand Letter and the BIA Notice, a total of \$2,422,345.07 (exclusive of legal fees, disbursements and accruing interest) was owing by the Debtor to RBC under the Credit Agreements as of January 23, 2024 (the "**Indebtedness**"). The Indebtedness continues to accrue.

The Rationale for the Appointment Order:

18. Since the issuance of the Demand Letter, the Debtor has failed or refused to (a) repay the Indebtedness in full or (b) enter into any arrangements acceptable to RBC for the full repayment of the Indebtedness.

19. RBC is now entitled to exercise its rights under the GSA and seek the appointment of a court-appointed officer.

20. The ten (10) day statutory period under subsection 244(1) of the BIA has expired without any filing under the BIA.

21. The appointment of a receiver is necessary for the protection of the interests of RBC as a secured creditor, alongside any other stakeholders.

22. RBC proposes that msi Spergel inc. be appointed as receiver, without security, over all of the assets, undertakings and properties of the Debtor.

23. Msi Spergel inc. is a licenced insolvency trustee and has consented to act as receiver if so appointed by the Court.

General Grounds:

24. Section 243 of the BIA;

25. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

26. Any applicable rules of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, including, without limitation, rule 40; and

27. Such further and other grounds as the lawyers may advise.

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

28. The Affidavit of Mark Arnold to be sworn and filed, and all exhibits thereto;

29. The consent of Spergel to act as Receiver; and

30. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

March 27, 2024

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev Mitra (LSO #37934U)
Tel: (416) 865-3085
Email: smitra@airdberlis.com

Matilda Lici (LSO #79621D)
Tel: (416) 865-3428
Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal Bank of
Canada

ROYAL BANK OF CANADA
Applicant

- and -

CHILL X TRANS INC.
Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Brampton

NOTICE OF APPLICATION

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Sanjeev Mitra (LSO #37934U)

Tel: (416) 865-3085

Email: smitra@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal Bank of Canada

TAB 2

**ONTARIO
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**AFFIDAVIT OF MARK ARNOLD
(sworn March 27, 2024)**

I, **Mark Arnold**, of the City of Oshawa, in the Province of Ontario, **MAKE OATH AND
SAY AS FOLLOWS:**

1. I am a Senior Manager in the Special Loans & Advisory Services department of the Royal Bank of Canada (the “**Bank**” or “**RBC**”). The Bank is a secured creditor of Chill X Trans Inc. (the “**Debtor**” or the “**Respondent**”) and I am one of the persons at the Bank responsible for management of the Debtor’s accounts and credit facilities. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters

set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. I swear this Affidavit in support of RBC's application for an Order, *inter alia*, appointing msi Spergel Inc. as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, properties and undertakings (collectively, the "**Property**") of the Respondent acquired for or used in relation to a business or businesses carried on by the Respondent.

The Debtor:

3. The Debtor is a company incorporated pursuant to the laws of Ontario, incorporated on October 18, 2012 and extra-provincially registered in Quebec, with its stated registered office at 1 Gateway Blvd, Unit 2000, Brampton, Ontario, L6T 0G3. The stated directors are Fozia Javed and Shahid Akhtar. Attached to this affidavit and marked as **Exhibit "A"** is a true copy of the Corporate Profile Report of the Debtor.

The Credit Agreements and RBC's Security:

4. The Debtor is indebted to RBC and RCAP Leasing Inc. ("**RCAP**") with respect to certain credit facilities (collectively, the "**Credit Facilities**") made available by RBC and RCAP to the Debtor pursuant to and under the terms of:

- a) a Credit Agreement dated July 10, 2023;
- b) a Master Lease Agreement dated December 1, 2023;
- c) the Conditional Sale Agreement no. 78577 entered into by the Debtor and RCAP on or about August 3, 2023 with a commencement date of August 15, 2023 in

respect of a 2018 Great Dane ESS-1114-11053 Refrigerated Trailer, in the amount of \$94,888.87; and

- d) the Lease Contract no. 579620-81280 entered into by the Debtor and RCAP on or about September 27, 2023 with a commencement date of October 1, 2023 in respect of a used 2019 Mack Highway Tractor, in the amount of \$140,000,

each as amended, replaced, restated or supplemented from time to time, and collectively referred to as the “**Credit Agreements**”. Copies of the Credit Agreements are attached hereto and marked as **Exhibits “B”, “C”, “D” and “E”**, respectively.

5. RCAP is a wholly owned subsidiary of RBC.

6. As security for the Debtor’s obligations to RBC, including, without limitation, under the Credit Agreements, the Debtor provided, among other things, a general security agreement (“**GSA**”) dated July 10, 2023, which grants to RBC, among other things, a security interest in any and all of the property, assets and undertakings of the Debtor in Ontario and New York, registration in respect of which was duly made pursuant to the *Personal Property Security Act (Ontario)* (the “**PPSA**”). A copy of the GSA is attached hereto and marked as **Exhibit “F”**.

7. In addition to RBC, each of Evolution Capital Corporation, Coast Capital Equipment Finance Ltd., Mitsubishi HC Capital Canada Leasing, Inc., Wells Fargo Equipment Finance Company, De Lage Landen Financial Services Canada Inc., Bank of Montreal, Coast Capital Auto & Equipment Finance Ltd., Sonoma Capital Corp, CWB National Leasing Inc., Credit-Bail RCAP Inc., RCAP Leasing Inc., and Meridian OneCap Credit Corp have registered security interests in respect of the Debtor under the PPSA. The registrations of the above-noted creditors pertain to

specific equipment and motor vehicles. RBC is the only creditor of the Debtor with registrations against all collateral classifications. Except for certain registrations over specific collateral registered by Evolution Capital Corporation, Coast Capital Equipment Finance Ltd., Mitsubishi HC Capital Canada Leasing, Inc., Wells Fargo Equipment Finance Company, De Lage Landen Financial Services Canada Inc., and Bank of Montreal, RBC's registration against all collateral classifications ranks ahead of all other secured creditors. RBC has instructed its counsel to serve all PPSA registrants with a copy of this application record. A copy of the PPSA search for the Debtor is attached hereto as **Exhibit "G"**.

8. The GSA granted by the Debtor allows RBC to appoint a receiver over the Debtor's property upon the occurrence of a default. Section 13 of the GSA provides:

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.

9. The Debtor's obligations to RBC pursuant to the Credit Agreements are guaranteed by each of Fozia Javed and Shahid Tariq (collectively, the "**Guarantors**") pursuant to the following:

- a) a Guarantee and Postponement of Claim in the amount of \$600,000 dated July 10, 2023, granted by the Guarantors;
- b) a Postponement and Assignment of Claim dated July 10, 2023, granted by Fozia Javed; and
- c) a Postponement and Assignment of Claim dated July 10, 2023, granted by Shahid Tariq,

(collectively, the "**Guarantees**", which are attached hereto as **Exhibit "H"**).

Defaults and Demands for Payment:

10. The Debtor has not been providing monthly margining report to the Bank as required by the Credit Agreements. The last margin report received from the Debtor is for November 2023 and was received after that month.

11. Drawings under the revolving line of credit exceed credit authorized by the Credit Agreements. The Debtor has failed to take steps to bring borrowings within the authorized credit limits under Credit Agreements. Accordingly, the Debtor currently has no access to credit under its revolving line of credit. Moreover, the Debtor has failed to make interest payments due and owing under the revolving line of credit.

12. The last margin report received by RBC from the Debtor indicated accounts receivable of \$2,344,588. The Debtor has not been making deposits into its account at RBC. The last deposit

made to the account was on December 28, 2023. It is unclear whether these receivables are being collected and where they are being deposited.

13. Based on the last information provided by the Debtor to RBC, it is owed a significant amount of money by 8634998 Canada Inc. (“**863**”), which is a company controlled by the same principal of the Debtor. A copy of the Corporate Profile Report for 863 is attached hereto as **Exhibit “I”**. 863 has defaulted on its payment obligations to RBC pursuant to its credit card agreement with RBC.

14. RBC has attempted to contact Shahid Tariq to resolve the issues in respect of the Credit Agreements and 863. RBC has been advised counsel who expects to be retained by Mr. Tariq that he is in Pakistan. It is unclear if anyone is managing the Debtor’s or 863’s affairs. Despite communications with counsel, he has indicated that he is not engaged to deal with this matter at this time and suggests that Mr. Tariq may return at the end of March 2024.

15. Given the failure of the Debtor and 863 to address the concerns of RBC, RBC is very concerned about the ongoing viability of the business and the status of its collateral. RBC has little to no visibility with respect to the Debtor’s operations and financial circumstances.

16. Amounts owing by the Debtor under the Credit Agreements are due and payable at the option of RBC upon the occurrence of an event of default or on demand. There have been one or more defaults under the Credit Agreements, including, without limitation, monetary defaults.

17. RBC made formal written demand on the Debtor for payment of its Indebtedness to RBC by letter dated January 24, 2024 (the “**Demand Letter**”), which was accompanied by a notice of intention to enforce security (the “**BIA Notice**”) delivered pursuant to subsection 244(1) of the

Bankruptcy and Insolvency Act, RSC 1985, c. B-3, as amended (the “**BIA**”). Formal written demand was also made on the Guarantors. Copies of the Demand Letters and the BIA Notice are attached collectively as **Exhibit “J”**.

18. As set out in the Demand Letters and the BIA Notice, a total of \$2,422,345.07 (exclusive of legal fees, disbursements and accruing interest) was owing by the Debtor to RBC under the Credit Agreements as of January 23, 2024 (the “**Indebtedness**”). The Indebtedness continues to accrue.

19. Since the issuance of the Demand Letter, the Debtor has failed or refused to (a) repay the Indebtedness in full or (b) enter into any arrangements acceptable to RBC for the full repayment of the Indebtedness.

20. The Debtor is in default of its obligations under the Credit Agreements, and is unwilling or unable to repay the Indebtedness. Accordingly, RBC is now entitled to exercise its rights under the GSA and seek the appointment of a court-appointed officer.

The Rationale for the Appointment Order:

21. The ten (10) day statutory period under subsection 244(1) of the BIA has expired.

22. The appointment of a Receiver is necessary for the protection of the interests of the Bank as a secured creditor, alongside any other stakeholders.

23. The Bank proposes that *msi Spergel Inc.* be appointed as Receiver, without security, over all of the assets, undertakings and properties of the Debtor.

24. msi Spergel Inc. is a licenced insolvency trustee and has consented to act as Receiver if so appointed by the Court.

SWORN remotely by Mark Arnold, via videoconference, stated as being located in the City of Oshawa, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 27th day of March 2024, in accordance with O. Reg 431/20, Declaration Remotely.

DocuSigned by:

Matilda Lici

70E576F4A8B46A...

Commissioner for Taking Affidavits

DocuSigned by:

Mark Arnold

30EEB434182B4BC

MARK ARNOLD

This is Exhibit "A" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:
Matilda Lici
7CE576F4AA3D4CA...

A Commissioner, etc.



Profile Report

CHILL X TRANS INC. as of January 18, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CHILL X TRANS INC.
Ontario Corporation Number (OCN)	2346651
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 18, 2012
Registered or Head Office Address	1 Gateway Blvd, Unit-2000, Brampton, Ontario, Canada, L6T0G3

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name FOZIA JAVED
Address for Service 16 Lesabre Cres, Brampton, Ontario, Canada, L6P 3R3
Resident Canadian Yes
Date Began October 18, 2012

Name SHAHID AKHTAR TARIQ
Address for Service 3990 Boul Dagenais O 17, Laval, Quebec, Canada, H7R 1L2
Resident Canadian Yes
Date Began January 02, 2020

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

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name

FOZIA JAVED

Position

President

Address for Service

16 Lesabre Cres, Brampton, Ontario, Canada, L6P 3R3

Date Began

October 18, 2012

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

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

CHILL X TRANS INC.

Effective Date

October 18, 2012

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

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: FOZIA JAVED	April 12, 2023
Annual Return - 2019 PAF: FOZIA JAVED - DIRECTOR	October 18, 2020
CIA - Notice of Change PAF: FOZIA JAVED - DIRECTOR	July 11, 2019
Annual Return - 2018 PAF: MARIA CHAUDHRY - DIRECTOR	July 07, 2019
Annual Return - 2017 PAF: MARIA CHAUDHRY - DIRECTOR	July 08, 2018
Annual Return - 2016 PAF: MARIA CHAUDHRY - DIRECTOR	July 02, 2017
Annual Return - 2015 PAF: MARIA CHAUDHRY - DIRECTOR	May 29, 2016
Annual Return - 2014 PAF: MARIA CHAUDHRY - DIRECTOR	February 14, 2015
CIA - Notice of Change PAF: FOZIA JAVED - DIRECTOR	May 16, 2014
Annual Return - 2013 PAF: MARIA CHAUDHRY - DIRECTOR	April 19, 2014
Annual Return - 2012 PAF: MARIA CHAUDHRY - DIRECTOR	January 18, 2014
BCA - Articles of Incorporation	October 18, 2012

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

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

V. Quintanilla W.

Director/Registrar

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

This is Exhibit "B" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:
Matilda Lici
7CE576F4AA3D4CA...

A Commissioner, etc.



Royal Bank of Canada
 Commercial Financial Services
 6880 Financial Dr
 2nd Flr Link
 Mississauga ON
 L5N 7Y5

July 10, 2023

Private and Confidential

CHILL X TRANS INC.

200-1 Blvd Gateway
 Brampton, ON
 L6T 0G3

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

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

BORROWER: Chill X Trans Inc. (the “**Borrower**”)

CREDIT FACILITIES

Facility #1: \$1,800,000.00 revolving demand facility by way of:

- a) RBP based loans (“**RBP Loans**”)

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.50%

AVAILABILITY

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

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the “**Borrowing Limit**”):

- a) 90% of Good Private Insured Accounts Receivable.

® Registered Trademark of Royal Bank of Canada

REPAYMENT

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

GENERAL ACCOUNT

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

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

Facility #2: \$700,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

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

OTHER FACILITIES

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

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

FEES**One Time Fee:**

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

Monthly Fee:

Payable in arrears on the same day of each month.

Application Fee: \$3,500.00

Management Fee: \$150.00

SECURITY

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

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$600,000.00 signed by Fozia Javed and Shahid A Tariq;

- c) Postponement and assignment of claim on the Bank's form 918 signed by Fozia Javed;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Shahid A Tariq.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "F" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of each month end;
- b) monthly aged list of accounts receivable, aged list of accounts payable, aged list of Private Insured Accounts Receivable indicating country of origin for each receivable and most recent credit approval listing from the insurer supported by a loss payable endorsement to or assignment of the applicable insurance policy and listing of Potential Prior-Ranking Claims for the Borrower, within 30 days of each month end;
- c) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- d) annual equipment and financing listing including year, vehicle make and model for the Borrower, within 120 days of each fiscal year end;
- e) annual CPA calculation of unfunded capital expenditures for the Borrower, within 120 days of each fiscal year end;
- f) annual valid accounts receivable insurance policy naming the Bank as loss payee for the Borrower, within 120 days of each fiscal year end;
- g) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

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

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, 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;
- d) copy of a duly completed and executed personal statement of affairs, along with a credit bureau report for Shahid A Tariq, satisfactory to the Bank;
- e) copy of an updated credit bureau report for Fozia Javed, satisfactory to the Bank; and
- f) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- g) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- h) no Borrowing will be made available unless a satisfactory visit and inspection of the Borrower's premises, properties and assets, including any equipment financed, has been completed by the Bank, or its representatives;
- i) 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 premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE

This Agreement is open for acceptance until August 10, 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: Raman Gill

/dt

We acknowledge and accept the terms and conditions of this Agreement on this 10 day of July, 2023.

CHILL X TRANS INC.

Per: Fozia Javed **FOZIA JAVED**
Name: DIRECTOR
Title:

Per: SHAHID AKHTAR TARIQ
Name: DIRECTOR
Title:

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

TERMS AND CONDITIONS

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

REPAYMENT

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

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

PREPAYMENT

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

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

EVIDENCE OF INDEBTEDNESS

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

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower 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 Reporting Requirements;
- 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 entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

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

AMENDMENTS AND WAIVERS

Save and except for any 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. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

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

GAAP

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

GOVERNING LAW

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

DEFAULT BY LAPSE OF TIME

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

SET-OFF

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

NOTICES

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

CONSENT OF DISCLOSURE

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

NON-MERGER

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

JOINT AND SEVERAL

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

COUNTERPART EXECUTION

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

ELECTRONIC MAIL AND FAX TRANSMISSION

The 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.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

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

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

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont 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.

EXCHANGE RATE FLUCTUATIONS

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

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then

conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

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

- 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 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 or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

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

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum

received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

CONFIDENTIALITY

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, 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.

Schedule "A"

DEFINITIONS

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

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

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

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

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

"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;

"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;

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

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

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

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

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

- a) 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, 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;

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

"Private Insured Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by an insurer acceptable to the Bank, on terms and conditions satisfactory to the Bank, and the Bank has been named as loss payee by way of a duly executed assignment of or a rider/endorsement to the applicable insurance policy from such other insurer, supported by a copy of the applicable insurance policy and any renewals thereof;

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

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

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

"US" means United States of America.

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST

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

OVERDUE PAYMENTS

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

EQUIVALENT YEARLY RATES

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

TIME AND PLACE OF PAYMENT

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

RBP LOANS

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

Schedule "F"

BORROWING LIMIT CERTIFICATE

I, _____, representing the Borrower hereby certify as of month ending _____:

1. I am familiar with and have examined the provisions of the Agreement dated July 10, 2023 and any amendments thereto, between Chill X Trans Inc., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is \$ _____, calculated as follows:

Total Private Insured Accounts Receivable		\$ _____
Less:		
a)	Accounts, any portion of which exceeds 90 days	\$ _____
b)	Accounts due from affiliates	\$ _____
c)	"Under 90 days" accounts where collection is suspect	\$ _____
d)	Accounts subject to prior encumbrances	\$ _____
e)	Holdbacks, contra-accounts or rights of set-off	\$ _____
f)	Other ineligible accounts	\$ _____
Plus:		
g)	Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, which the Bank has designated as nevertheless good	\$ _____
Good Private Insured Accounts Receivable		A \$ _____
Marginable Good Private Insured Accounts Receivable at 90% of C		B \$ _____
Less:	Potential Prior-Ranking Claims while not limited to these include:	
Sales tax, Excise & GST		\$ _____
Employee source deductions such as E.I., CPP, Income Tax		\$ _____
Workers Compensation Board		\$ _____
Wages, Commissions, Vacation Pay		\$ _____
Unpaid Pension Plan Contributions		\$ _____
Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors		\$ _____
Other		\$ _____
Total Potential Prior-Ranking Claims		C \$ _____
Borrowing Limit (B-C)		\$ _____
Less:	Facility #1 Borrowings	\$ _____
Margin Surplus (Deficit)		\$ _____

3. The reports (if required as per the Reporting Requirements section of the Agreement) and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this _____ day of _____, 20_____.

Per: _____

Name: _____

Title: _____

Schedule "H"

RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

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

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

This is Exhibit "C" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:

Matilda Lici

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A Commissioner, etc.



Royal Bank of Canada
Master Lease Agreement

(Common Law)

Lessee No: 270176910

This Master Lease Agreement (the "Master Lease Agreement") made as of the 1st day of December, 2023 between

ROYAL BANK OF CANADA ("Lessor")

and

CHILL X TRANS INC. ("Lessee")

Address:

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

Address:

200-1 GATEWAY BLVD
BRAMPTON, Ontario
L6T 0G3

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 may be 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 Installments 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 Equipment 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:

S.A.T

- (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.

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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

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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.

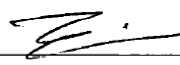
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In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual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

Royal Bank of Canada ("Lessor")

per  _____
Ghassan Deko
Head, Equipment Finance Solution Centre

CHILL X TRANS INC. ("Lessee")

per  _____
per _____

This is Exhibit "D" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:

Matilda Lici

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A Commissioner, etc.



CONDITIONAL SALE AGREEMENT



AGREEMENT # 78577

This is a business transaction and not a consumer transaction.

Purchaser: CHILL X TRANS INC.			Address: 1 Gateway Boulevard, Brampton, ON, L6T 0G3, CAN		
Purchaser: Fozia Javed					
Equipment Description (including Quantity, Make, Model, and Serial Number(s) (the "Equipment"). Add Separate Equipment Schedule If Necessary. 1 2018 Great Dane ESS-1114 REEFER TRAILER 1GRAA0627JW108565			Contact Fazal Fani	Facsimile No.	
			Telephone No. 9054973264	Email Address chillxtransinc@gmail.com	
Term 48	Payment Period Monthly	Number of Payments 48	Periodic Payment Amount #1 \$2,399.45 (including interest)	Location of Equipment (If Different Than Above) 1 Gateway Boulevard, Brampton, ON, L6T 0G3, CAN	
		Number of Payments 48 payments @ \$2399.45	Periodic Payment Amount #2 (including interest)		

PRE-AUTHORIZED PAYMENT PLAN

By providing a **VOID cheque** or otherwise providing to RCAP Purchaser's banking information, Purchaser hereby authorizes RCAP and the financial institution noted in Purchaser's banking information to draw payment from the bank account noted in Purchaser's banking information (or such other branch or financial institution as Purchaser may authorize at any time) in favour of RCAP to cover all amounts owing under this Conditional Sale Agreement (this "Agreement"). Purchaser acknowledges that fixed or variable payments, recurring and one-time payments will be debited from Purchaser's specified bank account on the last day of the month in which such amounts are due. This authorization will remain in effect until RCAP receives written notification from Purchaser to cancel such authorization which must be delivered to RCAP at the address noted above at least thirty days before the next debit is scheduled. If Purchaser fails to provide its banking information to RCAP or if Purchaser cancels this authorization, Purchaser agrees to pay RCAP a service charge of \$5.00 plus applicable taxes for each rental invoice, notice or statement produced and sent to Purchaser.

Purchaser hereby waives its right to receive pre-notification of the amount of the pre-authorized debit (PAD) or any changes to said amount including but not limited to changes due to tax variations, insurance payments or any additional charges, fees or penalties (and taxes thereon) owed by Purchaser under the terms of this Agreement. RCAP may not assign this authorization without providing notice to Purchaser of such assignment including the identity and contact information of the assignee in advance of any PAD being issued in the assignee's name.

RCAP acknowledges that Purchaser has certain recourse and other rights with respect to the amounts and continuation of PADs under this Agreement. Purchaser may contact their financial institution or visit www.ednpay.ca for more information and to obtain forms for reimbursement or cancellation. Execution of this Agreement in the space provided below (facsimile accepted) together with provision to RCAP by Purchaser of a void cheque or other form to provide RCAP with Purchaser's banking information shall constitute acceptance by Purchaser and RCAP of all terms in this Agreement relating to authorization of PAD. Purchaser acknowledges that payments made by PAD under this Agreement are for business purposes only.

STATEMENT

TOTAL CASH PRICE:	\$ 81,695.00
Provincial Sales Tax:	\$ 8,149.08
Goods & Services Tax:	\$ 4,084.75
- Cash Payment	\$ 0.00
= Principal Sum Financed:	\$ 93,928.83
+ Additional Charges	\$ 695.00
= PURCHASE PRICE	\$ 94,623.83
Interest Rate (% per annum)	9.99 %

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "RCAP" means RCAP Leasing Inc.

- 1. Purchase and Sale.** RCAP hereby sells the Equipment to Purchaser for the Purchase Price and Purchaser hereby purchases the Equipment from RCAP and agrees to pay the Purchase Price and all Interest payable thereon all in the manner and upon the terms and conditions set forth herein.
- 2. Payment of Purchase Price and Interest.** Purchaser will pay consecutive instalments in arrears equal to the Periodic Payment Amount plus interest on the last day of each Payment Period during the Term. The interest charged by RCAP (the "Interest") and included in each Periodic Payment Amount is the Interest Rate calculated on the Purchase Price on an annual basis multiplied by the number of months in the payment period divided by twelve. Each Periodic Payment Amount received by RCAP will be applied first to the payment of Interest, then to the reduction of the Purchase Price. Interest is payable both before and after maturity, default or judgement. RCAP's accounts and records shall constitute, in the absence of manifest error, *prima facie* evidence of Purchaser's indebtedness to RCAP hereunder.
- 3. Title.** Notwithstanding any terms or conditions, express or implied, to the contrary contained in any purchase order of Purchaser or any invoice of RCAP or of the Purchaser, the Purchaser hereby directs RCAP to pay to the manufacturer or the vendor of the Equipment all amounts set forth on any purchase order or any invoice issued by such manufacturer or vendor to Purchaser in respect of the Equipment and acknowledges and agrees that RCAP owns all right, title and interest to the Equipment until Purchaser has paid the Purchase Price, all accrued and unpaid Interest thereon, and all other amounts payable hereunder in full and performed all other obligations of Purchaser to RCAP hereunder. To the extent that the laws of the Province of Quebec apply to this Agreement, RCAP reserves ownership of the Equipment until full payment of the Purchase Price and all accrued and unpaid Interest thereon has been received by RCAP, such reservation of ownership to be published at the Register of Personal and Movable Real Rights (Quebec), all as contemplated by Article 1745 of the *Civil Code of Québec*.
- 4. Security Interest.** Purchaser hereby grants to RCAP a security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of the personal property security act of any province or territory in Canada in force or to come into force from time to time. The parties have agreed not to postpone the time for attachment of such security interest and that Purchaser is to have rights in the Equipment upon the execution of this Agreement. Purchaser acknowledges that RCAP may file a financing statement or similar registration with respect to this Agreement so as to give notice to any interested parties. Purchaser waives all rights to notice or receipt of copies of any such registration of this Agreement, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment. The Equipment constitutes and will constitute continuing security for the obligations of Purchaser hereunder until all of such obligations are paid and performed in full and this Agreement is terminated. The parties agree that the Equipment shall always remain and be deemed personal or movable property even though the Equipment may hereafter become attached or affixed to realty. Purchaser shall be responsible for the installation and removal of the Equipment and shall indemnify and save RCAP harmless from any damage to any real estate, building or structure arising from the installation or removal of the Equipment. Purchaser shall not, without the prior written consent of RCAP, make any alterations, additions or improvements to the Equipment. All such alterations, additions and improvements shall become part of the Equipment and shall be the property of RCAP until title is transferred in accordance with the provisions of this Agreement. RCAP shall have access to the Equipment at all reasonable times for the purpose of inspecting the Equipment.
- 5. "As Is, Where Is".** Purchaser acknowledges that: (a) RCAP has made and makes no representations or warranties, whether legal, express or implied by statute or usage of trade, as to the existence, description, condition, cost, size, quality, quantity, fitness for purpose or merchantability of the Equipment; (b) Purchaser has been provided with full opportunity to inspect the Equipment, and, relying on its own skill and judgment (and not that of RCAP's), has satisfied itself concerning the matters set out in this section 5(a); (c) Purchaser is purchasing the Equipment on an "as is, where is" basis; (d) without limiting the generality of section 5(a), and to the extent permitted by law or statute and to the extent the same extends to and relates to this Agreement, Purchaser hereby waives the benefit of all provisions of any applicable laws, statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of RCAP hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of *The Limitation of Civil Rights Act* (Saskatchewan), the *Sale of Goods Act* (British Columbia) and the *Law of Property Act* (Alberta) and any amendments thereto; (e) RCAP does not deal in goods such as the Equipment, it is not in the normal course of RCAP's business to supply such goods and Purchaser has not relied on RCAP's skill or judgment in purchasing the Equipment; and (f) RCAP is not responsible for any losses, damages or injuries caused by the installation, removal or use of the Equipment. Purchaser agrees to reimburse RCAP for, to hold RCAP harmless from and against and to defend RCAP against any claims for losses, damages or injuries (including legal fees and costs) caused by the installation, removal or use of the Equipment.
- 6. Manufacturer's Warranty.** Nothing contained in this Agreement shall affect in any way whatsoever any warranty or guarantee given by the manufacturer or vendor of the Equipment or any part thereof. To the extent that they are assignable, all warranties from the manufacturer and vendor in respect of the Equipment are hereby assigned to Purchaser.
- 7. Risk of Loss and Insurance.** Purchaser shall assume all risk of loss, injury, damage, destruction or confiscation of the Equipment from the time of delivery thereof to the premises of Purchaser (or such other place of delivery as Purchaser may specify), and Purchaser shall be responsible for insuring the Equipment in accordance with the terms and conditions hereof as of the date of

such delivery, Purchaser shall maintain all-risks property insurance in respect of the Equipment on a replacement-cost basis, cause RCAP to be recorded as a loss payee on any such insurance policy and provide RCAP with proof satisfactory to RCAP of such insurance on request. If Purchaser fails to provide such evidence within 60 days of any request to do so, then RCAP shall have the right, but not the obligation, to have RCAP's own insurance placed at Purchaser's expense.

8. Taxes. Any and all applicable taxes (other than RCAP's income taxes) assessed or eligible on the sale of the Equipment hereunder, including without limitation goods and services tax and provincial sales tax, if any, shall be borne and paid by Purchaser.

9. Other Charges. Interest on overdue amounts shall accrue at the interest rate of 24% per annum compounded monthly and calculated daily. If any payment due hereunder is late, Purchaser will also pay a late fee of \$10 for each month or partial month during which the payment is unpaid. Purchaser will also pay a returned cheque charge equal to the greater of \$75 and the actual bank charge for any dishonoured cheque or pre-authorized payment. Purchaser agrees to pay all other reasonable administrative fees charged by RCAP to its purchasers generally, including a contract processing fee in the amount established by RCAP from time to time.

10. Warranties and Covenants. Purchaser hereby warrants, covenants and agrees with RCAP that, so long as any of the obligations of Purchaser hereunder remain outstanding, it shall: (a) not sell, lease or otherwise dispose of the Equipment or any part thereof without the prior written consent of RCAP; (b) keep the Equipment free of all liens, charges and encumbrances; (c) not move or transfer the Equipment or any part thereof from the Location of the Equipment (described above) without the prior written consent of RCAP; (d) use the Equipment only in the manner for which it is designed and shall keep the Equipment in good condition and repair, reasonable wear and tear excepted; (e) prevent the Equipment from becoming an accession to any personal property not subject to the security interest granted under this Agreement, or becoming affixed to any real property without the prior written consent of RCAP; and (f) permit a representative of RCAP to inspect the Equipment and for that purpose to enter Purchaser's premises and any other location where the Equipment may be situated during reasonable business hours and upon reasonable notice, RCAP may, in its sole discretion and upon notice to Purchaser, perform any covenant of Purchaser under this Agreement that Purchaser fails to perform and that RCAP is capable of performing, including any covenant the performance of which requires the payment of money; provided that RCAP will not be obligated to perform any such covenant on behalf of Purchaser.

11. Events of Default. Purchaser shall be in default hereunder in each of the following instances: (a) Purchaser defaults in making any payment required under this Agreement when the same becomes due; (b) Purchaser defaults in observing, performing or complying, with any other covenant, undertaking, term or condition contained herein or in any other agreement between Purchaser and RCAP; (c) any of the representations or warranties of Purchaser contained herein or in any document or certificate furnished in connection herewith proves to have been untrue in any material respect at the time in respect of which it was made; (d) any order is made or a resolution passed for the winding-up of Purchaser or a petition (voluntary or involuntary) is filed under the *Bankruptcy and Insolvency Act* (Canada) against Purchaser or an authorized assignment for the benefit of creditors is made by it or a receiver or agent is appointed by or on behalf of a secured creditor of Purchaser or pursuant to a court order or an application is made under the *Companies Creditors Arrangement Act* (Canada) or notice of intention to make a proposal is filed or a proposal is made by Purchaser to its creditors under the *Bankruptcy and Insolvency Act* (Canada); (e) an encumbrancer, whether permitted or otherwise, takes possession of the Equipment or any part thereof; (f) any process of a court, execution, attachment, seizure, garnishment distress or analogous process is issued or levied or becomes enforceable or is enforced against the Equipment or any part thereof; (g) Purchaser ceases or threatens to cease to carry on business, commits any act of bankruptcy becomes insolvent, proposes a compromise or arrangement to its creditors or makes an authorized sale in bulk of its assets; (h) the Equipment or any significant part thereof is expropriated, forfeited or confiscated or is materially damaged or destroyed; or (i) RCAP, in good faith, believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Purchaser's obligations in full when due is or is about to be impaired or that the Equipment is or is about to be placed in jeopardy.

12. Remedies. At any time after the happening of any event by which Purchaser shall be in default hereunder, RCAP shall have the following rights, recourses, powers and remedies, subject to applicable laws: (a) any unpaid balance of the Purchase Price and all other obligations (whether or not payable on demand) shall, at the option of RCAP, become immediately due and payable; (b) the security interest granted hereunder shall become enforceable; (c) to commence legal action to enforce payment of the balance of the Purchase Price and any other obligations of Purchaser hereunder; (d) to enter onto any premises where the Equipment may be located and take immediate possession of all or any part of the Equipment and dismantle the Equipment and transport it from the premises to premises of RCAP; (e) to enjoy and exercise all of the rights and remedies of a secured party under the Personal Property Security Act, or similar legislation, of the Province of the Location of the Equipment; and (f) to sell the Equipment at public or private sale, and subject thereto, without demand for performance with or without notice, for Purchaser's account, whether or not any suit for moneys owing hereunder is pending, and, after deducting all costs of retaking, holding, repairing, preparing for disposition, and disposing of the Equipment including reasonable legal fees and other expenses incurred by RCAP, Purchaser shall be liable for and shall forthwith pay any resulting deficiency on demand, together with all accrued and unpaid interest thereon. The rights, recourses, powers and remedies provided in this section 12 are cumulative and in addition to (and not in substitution for, exclusive of nor dependent on) any other rights, recourses, powers and remedies contained herein or in any other existing or future agreement between Purchaser and RCAP and to all other remedies existing at law or in equity or by statute.

13. Waiver. No delay or omission to exercise any right or remedy accruing to RCAP upon any breach or default by Purchaser hereunder shall impair any such right or remedy by RCAP nor be constituted as a waiver of any such breach or default or of any similar breach or default thereafter occurring, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of a single breach or default shall operate or be construed as a waiver of any subsequent breach or default. All waivers hereunder must be in writing and signed by the waiving party.

14. Further Assurances. Purchaser shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, mortgages, transfers and assurances as RCAP shall reasonably require for the better assuring, charging, assigning and conferring unto RCAP of a security interest in the Equipment or property intended to be charged hereunder, or which Purchaser may hereafter become bound to charge in favour of RCAP, for the purpose of accomplishing and effecting the intention of this Agreement. Purchaser hereby constitutes and appoints RCAP, or any receiver appointed of Purchaser as provided for in this Agreement, the true and lawful attorney of Purchaser irrevocably with full power of substitution to do, make and execute all such documents, acts, matters or things with the right to use the name of Purchaser whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, RCAP or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the security interest granted hereunder in any jurisdiction on behalf of Purchaser. Purchaser declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration.

15. Assignment. Purchaser will not assign this Agreement without RCAP's prior written consent. RCAP reserves the right to charge Purchaser an assignment fee should Purchaser request an assignment and RCAP provides written consent. RCAP may assign this Agreement or the Equipment to a third party without notice. Any assignee of RCAP's interest will be entitled to enforce all of RCAP's rights under this Agreement, but shall have no liability to perform any obligations under this Agreement. The right of the assignee will not be subject to any claims, defences, or set-offs that Purchaser may have against RCAP.

16. Notice. Until the parties notify each other of any new address in writing, any invoice or notice required by this agreement or by law is validly given when mailed postage prepaid by first class mail to the address provided herein, subject to applicable law. The parties hereby agree that all documents, including this agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.

17. Miscellaneous. A facsimile copy of this Agreement with facsimile signatures will be treated as an original and will be admissible as evidence of this Agreement. Time shall be of the essence of this Agreement. This Agreement shall be construed according to the laws of the Province of the Location of the Equipment. If the laws of the Province of Quebec apply to this Agreement, this Agreement shall constitute an instalment sale pursuant to Article 1745 of the *Civil Code of Québec*. This Agreement enures to the benefit of RCAP and its successors and assigns and is binding on Purchaser and its heirs, executors, administrators, successors and permitted assigns. If more than one Purchaser is named in this Agreement, the liability of each Purchaser shall be joint and several (or solidarily liable if the laws of the Province of Québec apply). Purchaser acknowledges that the Equipment is not a "consumer good" within the meaning of the *Personal Property Security Act* (Ontario), or similar legislation of any other province. Clerical errors shall not affect the validity of this Agreement and RCAP shall be entitled to correct all clerical errors provided that it gives notice of the correction to Purchaser. At RCAP's request, Purchaser shall send RCAP its audited and/or unaudited financial statements within fifteen (15) days of such request. This Agreement constitutes the entire agreement between RCAP and Purchaser and no modifications, of this Agreement shall be effective unless in writing and signed by both parties. Notwithstanding the foregoing, Purchaser hereby authorizes RCAP, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined, to fill in any blank spaces on this Agreement, to date the Agreement and to make such other clerical modifications as may be required. Purchaser acknowledges that the Equipment manufacturer and supplier or their sales representatives or any broker are not agents of RCAP and are not authorized to waive or change the terms of the Agreement or act on behalf of RCAP.

18. Credit Reports. Purchaser acknowledges that, prior to executing this Agreement, it has read and understands RCAP's privacy policy (a copy of which can be obtained online at www.rcapleasing.com). In order for RCAP to determine the creditworthiness of Purchaser and for no other reason, Purchaser acknowledges that RCAP will need to obtain records relating to Purchaser's credit history and agrees that a credit bureau report on Purchaser may be requested from credit reporting agencies. In the event Purchaser assigns this Agreement to a third party, Purchaser agrees that RCAP may provide the personal information RCAP has collected on Purchaser to the assignee for the sole purpose of continuing to administer and enforce the terms of this Agreement. At any time Purchaser would like to know what information RCAP has collected on Purchaser and the source from which RCAP obtained such information, or if Purchaser has any questions relating to RCAP's information handling practices, Purchaser may request such information in writing.

19. Consent. Purchaser acknowledges that RCAP and its affiliates may use contact, financial and other information about Purchaser collected by or provided to RCAP for the purpose of offering other products and services to Purchaser that may be of interest. RCAP or its affiliates may communicate with Purchaser through various channels, including mail, telephone, computer or any other electronic channel using the most recent contact information provided by Purchaser.

20. Language. Purchaser has requested that this Agreement and all other documents associated with this Agreement and all communications shall be in English. *L'acheteur confirme sa demande à ce que ce document et tous autres documents et communications associés seront rédigés en anglais.*

21. D&A. By execution of this agreement in the space provided below, Purchaser certifies that all of the equipment referred to above and in any schedule to this agreement (together with all accessories and attachments thereto which, in the case of computer or similar equipment shall include, but not be limited to, power cords, batteries, modems, cables, AC adapters, slot covers, plastic panels, and knobs, the "Equipment") has been received by Purchaser, that the Equipment is properly installed and in good working order and condition and, that the Equipment is, in all respects, satisfactory to Purchaser and is accepted by Purchaser for all purposes contemplated under this Agreement. **ACCORDINGLY, BY EXECUTION OF THIS AGREEMENT IN THE SPACE PROVIDED BELOW, PURCHASER AUTHORIZES RCAP TO PURCHASE THE EQUIPMENT.**


By execution of this Agreement in the space provided below, Purchaser acknowledges having read all three pages that comprise this document and having accepted the terms and conditions of this Agreement set forth on the attached pages, including the above terms and conditions relating to the PAD and the above terms relating to the delivery and acceptance ("D&A") of the Equipment.


Purchaser Name (please print)
CHILL X TRANS INC.
Signature


Purchaser Name (please print)
Fozia Javed
Signature

Purchaser Name (please print)

Signature

DocuSigned by:

9547FBE408B349D...

DocuSigned by:

9547FBE408B349D...




Title (complete only if Purchaser is not an individual)

President

Title (complete only if Purchaser is not an individual)

Title (complete only if Purchaser is not an individual)

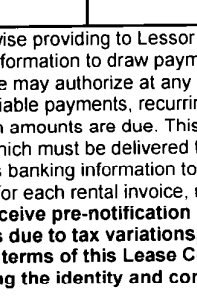

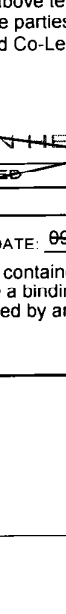
For office use only			
Date of Acceptance: <u>AUG 03 2023</u> <small>Notwithstanding anything contained herein to the contrary, this Agreement shall not become a binding obligation of RCAP until such date as it has been duly executed by an authorized representative of RCAP.</small>	Accepted by RCAP Leasing Inc. DocuSigned by:  B0B01F417AC041A...	Agreement Commencement Date: <u>AUG 15 2023</u>	Agreement No. <u>78577</u>

This is Exhibit "E" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:
Matilda Lici
7CE576F4AA3D4CA...

A Commissioner, etc.

LEASE CONTRACT # 579620 - 81280

LESSEE INFORMATION	LESSEE NAME: CHILL X TRANS INC.					
	CO-LESSEE NAME:					
	ADDRESS: 200-1 GATEWAY BLVD				CITY: BRAMPTON	
	PROVINCE: ON		POSTAL CODE: L6T 0G3		FAX #:	
	CONTACT:			PHONE #:		EMAIL:
EQUIPMENT INFORMATION	EQUIPMENT DESCRIPTION: (1) USED 2019 MACK ANTHEM SN 1M1AN4GY7KM009489					
					SUPPLIER: MANN'S TRUCK SALES & LEASING INC.	
	EQUIPMENT LOCATION: 1 GATEWAY BLVD, BRAMPTON, ONTARIO, J0J 1T0, Canada, 200-1 GATEWAY BLVD, BRAMPTON, ONTARIO, L6T 0G3, Canada					
PAYMENT TERMS	TERM: (In months) 48	MONTHLY/QUARTERLY /OTHER: Monthly	NO. OF PAYMENTS.: 48	Payment #1 \$3,252.76 (plus applicable taxes)	Other \$0.00 (plus applicable taxes)	Total \$3,252.76 (plus applicable taxes)
			NO. OF PAYMENTS.:	Payment #2 (plus applicable taxes)	Other (plus applicable taxes)	Total (plus applicable taxes)
PRE-AUTHORIZED DEBIT PLAN (PAD)	<p>By providing a VOID cheque or otherwise providing to Lessor Lessee's banking information, Lessee hereby authorizes Lessor and the financial institution noted in Lessee's banking information to draw payment from the bank account noted in Lessee's banking information (or such other branch or financial institution as Lessee may authorize at any time) in favour of Lessor to cover all amounts owing under this Lease Contract. Lessee acknowledges that fixed or variable payments, recurring and one-time payments will be debited from Lessee's specified bank account on the first day of the month in which such amounts are due. This authorization will remain in effect until Lessor receives written notification from Lessee to cancel such authorization which must be delivered to Lessor at the address noted above at least thirty days before the next debit is scheduled. If Lessee fails to provide its banking information to Lessor or if Lessee cancels this authorization, Lessee agrees to pay Lessor a service charge of \$5.00 plus applicable taxes for each rental invoice, notice or statement produced and sent to Lessee.</p> <p>Lessee hereby waives its right to receive pre-notification of the amount of the pre-authorized debit (PAD) or any changes to said amount including but not limited to changes due to tax variations, insurance payments or any additional charges, fees or penalties (and taxes thereon) owed by Lessee under the terms of this Lease Contract. Lessor may not assign this authorization without providing notice to Lessee of such assignment including the identity and contact information of the assignee in advance of any PAD being issued in the assignee's name.</p> <p>Lessor acknowledges that Lessee has certain recourse and other rights with respect to the amounts and continuation of PADs under this Lease Contract. Lessee may contact their financial institution or visit www.cdnpay.ca for more information and to obtain forms for reimbursement or cancellation. Execution of this Lease Contract in the space provided below (facsimile accepted) together with provision to Lessor by Lessee of a void cheque or other form to provide Lessor with Lessee's banking information shall constitute acceptance by Lessee and Lessor of all terms in this Lease Contract relating to authorization of PAD. Lessee acknowledges that payments made by PAD under this Lease Contract are for business purposes only.</p>					
	D & A	<p>By execution of this Lease Contract in the space provided below, Lessee certifies that all of the equipment referred to above and in any schedule to this Lease Contract (together with all accessories and attachments thereto which, in the case of computer or similar equipment shall include, but not be limited to, power cords, batteries, modems, cables, AC Adapters, slot covers, plastic panels, and knobs, the "Equipment") has been received by Lessee, that the Equipment is properly installed and in good working order and condition and, that the Equipment is, in all respects, satisfactory to Lessee and is accepted by Lessee for all purposes contemplated under this Lease Contract. ACCORDINGLY, BY EXECUTION OF THIS LEASE CONTRACT IN THE SPACE PROVIDED BELOW, LESSEE AUTHORIZES LESSOR TO PURCHASE THE EQUIPMENT.</p>				
CONTRACT EXECUTION		<p>LEASE COMMENCEMENT AUTHORIZATION: By execution of this Lease Contract in the space provided below, Lessee and Co-Lessee, as applicable, each acknowledge having read and accepted the terms and conditions of this Lease Contract that are set forth on the attached pages, the above terms and conditions relating to the PAD and the above terms relating to the delivery and acceptance ("D&A") of the Equipment. Each of the parties hereto acknowledge and agree that each reference in this Lease Contract to the term "Lessee" shall include and refer to each of Lessee and Co-Lessee, as applicable.</p>				
	LESSEE NAME: CHILL X TRANS INC.			CO-LESSEE NAME:		
	BY:  SIGN HERE PRINT NAME: FOZIA JAVED TITLE: OWNER DATE ACCEPTED BY LESSOR: <u>27 SEPTEMBER 2023</u> RCAP Leasing Inc. BY: 	BY:  SIGN HERE PRINT NAME: FOZIA JAVED TITLE: OWNER LEASE COMMENCEMENT DATE: 09/25/2023 1 OCTOBER 2023 Notwithstanding anything contained herein to the contrary, this Lease Contract shall not become a binding obligation to Lessor until such date as it has been duly executed by an authorized representative of Lessor.				

PLEASE SIGN WHERE INDICATED (☉)

TERMS & CONDITIONS OF LEASE

1. NON-CANCELLABLE CONTRACT. This Lease Contract cannot be cancelled except as expressly provided for herein.

2. RENTAL. Lessee shall pay to Lessor on the first day of each payment period the periodic rental amount set forth herein. The first rental payment is due upon execution of this Lease Contract by Lessee. If the rental payment includes the cost of a service contract, Lessee agrees to increase the rental payment by the amount of any increase in the cost of such service contract as may be imposed by the supplier thereof during the Term of this Lease Contract. Lessee hereby agrees to pay a daily rental for the period from the date of delivery and installation of the Equipment to the Lease Commencement Date calculated based upon the full periodic rental amount pro-rated to the number of days in such period. Lessee's obligation to pay rent and its other obligations under this Lease Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.

3. DEPOSIT. If requested by Lessor, Lessee shall deposit with Lessor simultaneously with the first rental payment, a non-interest bearing deposit which will be refunded to Lessee upon the expiry of this Lease Contract provided that Lessee has made all payments to Lessor, rent and otherwise, as required by the terms of this Lease Contract. Lessor shall retain, as a genuine pre-estimate by the parties of Lessor's damages and not as a penalty, any advance payment made by Lessee in contemplation of completion of this Lease Contract if this Lease Contract is not finalized for any reason other than the rejection of Lessee's credit application by Lessor.

4. OWNERSHIP, LOCATION AND USE. The Equipment remains the property of Lessor and under no circumstances shall title pass to Lessee during the Term of this Lease Contract, except as expressly provided herein. The Equipment shall be located and used at Lessee's place of business as set forth herein and may not be moved without the prior written consent of Lessor. Lessee warrants that the Equipment is being rented and will be used for business and commercial purposes only. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order and shall furnish all parts and servicing as required.

5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor, manufacturer and specifications of the Equipment were selected by Lessee for the purpose of this Lease Contract. Lessor makes no warranty, express, implied, or legal, as to any matter whatsoever including the condition of the Equipment, its merchantability or its fitness for any particular purpose and as to Lessor, Lessee is renting the Equipment on an as is basis. In no event shall Lessor have any liability for, nor shall Lessee have any remedy against Lessor for, consequential, special, incidental or punitive damages or any loss of profits or savings, loss of use, or any other commercial loss in connection with this Lease Contract and the Equipment. Lessee agrees to indemnify and hold harmless Lessor from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising out of, connected with or resulting from the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the vendor or manufacturer of the Equipment or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the vendor or manufacturer of the Equipment and shall nevertheless pay to Lessor all amounts payable under this Lease Contract. Lessee acknowledges that Lessor is not an agent of the manufacturer or vendor of the Equipment and that the vendor and manufacturer of the Equipment are not agents of Lessor. To the extent that they are assignable, all warranties from the vendor and manufacturer in respect of the Equipment are hereby assigned to Lessee. Lessee acknowledges that its name has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form (not applicable in the Province of Québec).

6. EQUIPMENT TO REMAIN PERSONAL PROPERTY. Lessor and Lessee hereby agree that the Equipment shall always remain and be deemed personal or movable property even though the Equipment may hereafter become attached or affixed to realty. Lessee shall be responsible for the installation and removal of the Equipment and shall indemnify and save Lessor harmless from any damage to any real estate, building or structure arising from the installation or removal of the Equipment. Lessee shall not, without the prior written consent of Lessor, make any alterations, additions or improvements to the Equipment. All such alterations, additions and improvements shall become part of the Equipment and shall be the property of Lessor. Lessor shall have access to the Equipment at all reasonable times for the purpose of inspecting the Equipment.

7. LAWS, TAXES AND FEES. Lessee shall, at its sole expense, comply with all laws, regulations and orders relating to this Lease Contract and the Equipment and agrees to pay when due all license fees, assessments and all other taxes or penalties and interest now or hereafter imposed in respect of the Equipment, its use or any interest therein, or any rental payments, including, but not limited to, all federal, provincial or local taxes however designated, levied or assessed, whether upon Lessee, Lessor or the Equipment or its sale, lease, ownership, use or operation (but excluding income and capital taxes of Lessor). Lessee acknowledges that Lessor may file a financing statement or similar registration with respect to this Lease Contract so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all rights to notice as may be applicable under any such registration of this Lease Contract, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment. Lessee agrees to pay to Lessor a minimum documentation fee of \$100.00 to be billed with the first rental payment to cover the account set-up administration and registration costs of Lessor. Lessee also agrees to pay a fee of \$5.00 for each rental invoice, notice or statement produced and sent to Lessee should payment hereunder, for whatever reason, not be made by pre-authorized means.

8. ASSIGNMENT. Lessee agrees not to transfer, sell, assign, sublet, pledge or encumber either the Equipment or any part of the Equipment or any rights or obligations under this Lease Contract without the prior written consent of Lessor and, notwithstanding Lessor's consent, Lessee, its heirs, executors, liquidators, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable (or solidarily liable if the laws of the Province of Québec apply) under this Lease Contract together with Lessee's assignee or sub-lessee. Lessor shall be paid a minimum fee of \$400.00 on account of its processing costs associated with an assignment or sub-lease. Lessor may at any time assign all or part of its right, title and interest in this Lease Contract and the Equipment and Lessor may grant security interests in the Equipment subject to Lessee's rights therein as set forth in this Lease Contract and, in such events, all of the provisions of this Lease Contract for the benefit of Lessor shall inure to the benefit of Lessor's assignee but such assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee. All rental payments due and to become due under this Lease Contract and assigned by Lessor shall be paid directly to Lessor's assignee upon written notice of such assignment to Lessee and the right of such assignee to the payment of assigned rentals and the performance of all Lessee's obligations and to exercise any other rights of Lessor hereunder shall not be subject to any defense, counterclaim or set-off which Lessee may have or assert against Lessor and Lessee hereby agrees that it will not assert any such defenses, set-offs or counterclaims and claims against Lessor's assignee.

9. TERMINATION AND RENEWAL. Upon termination of this Lease Contract, Lessee may, at its own expense, deliver the Equipment to Lessor at such place as Lessor may designate in writing. The Equipment shall be delivered to Lessor in good order and repair except that ordinary wear and tear shall be accepted. In the case of computer or similar Equipment, Lessee shall remove all confidential data and all passwords and security protection from hard drives and other storage media and shall return such Equipment boxed with units in padded carrying cases or bubble wrap. Lessee shall give Lessor 90 days written notice prior to termination of this Lease Contract of its intention to return the Equipment. If Lessee chooses to return the Equipment upon the termination of this Lease Contract but returns it incomplete, Lessee shall be fully liable to Lessor for the value of the unreturned components as determined by Lessor. If Lessee does not return the Equipment to Lessor upon the termination of this Lease Contract in accordance with the terms of this paragraph, then this Lease Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic rental payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Lease Contract.

10. INSURANCE. Lessee assumes the entire risk of loss or damage to the Equipment from any cause whatsoever. No loss or damage to the Equipment or any part thereof, shall affect or impair the obligations of Lessee hereunder which shall continue in full force and effect. Lessee shall obtain and maintain for the entire term of this Lease Contract, at its own expense, insurance against loss or damage to the Equipment including without limitation, loss by fire and theft, naming Lessor as the sole loss payee. The amount of insurance covering damage to or loss of the Equipment shall not be less than the full replacement value of the Equipment. Such insurance and written evidence thereof shall be delivered to Lessor or Lessor's designee upon request and must be satisfactory to Lessor. If Lessee fails to provide such evidence within 60 days of any request to do so, then Lessor shall have the right, but not the obligation, to have Lessor's own insurance placed at Lessee's expense. Lessor may at Lessor's discretion use Lessor's insurance on the Equipment at Lessee's expense until evidence of satisfactory insurance is received by Lessor or Lessor's designee. Lessee's expense shall include the full premium paid for Lessor's insurance (not reduced by any credit or refund or any other amount due or paid to Lessor or Lessor's affiliate with respect to Lessor's insurance) and any charges or fees of Lessor and of its designees associated with Lessor's insurance. Lessee shall pay such amounts in equal installments allocated to each lease payment plus interest on such amounts at 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less. In the event that any item of the Equipment shall become lost, stolen, destroyed or damaged beyond repair

for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee shall promptly pay to Lessor an amount equal to (1) the cost that the subject lease is based on and (2) the amount of income earned by Lessor to the date of repudiation as determined by generally accepted and standard accounting principles as they pertain to installment payment transaction and (3) the amount of any sales taxes remitted by Lessor in respect to Lessee's unpaid payments less the total of the rental payments and unencumbered rental deposits, if any, not including sales taxes, made by Lessee.

11. COLLECTION CHARGES. If any part of any sum is not paid when due, Lessee agrees to pay Lessor a late charge of ten dollars (\$10.00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum. If a cheque is returned to Lessor by Lessee's bank, Lessee agrees to pay Lessor a charge stipulated at the greater of \$75.00 or the actual bank charges to Lessor.

12. NOTICE. Until Lessor and Lessee notify each other of any new address in writing, any invoice or notice required by this Lease Contract or by law is validly given when mailed postage prepaid by first class mail to the address provided herein, subject to applicable law. Notwithstanding the foregoing, any invoice or notice can be validly sent electronically by the Lessor to the Lessee pursuant to section 22 of this Lease Contract, this clause being in addition to and not in substitution of clause 22 of this Lease Contract.

13. DEFAULT; REMEDIES. If Lessee fails to pay any rent or other amount herein provided within five (5) days after it is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease Contract, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under the Bankruptcy and Insolvency Act (Canada) or any amendment thereto, or if a receiver is appointed for Lessee or its property, or if Lessee becomes insolvent, makes an assignment for the benefit of creditors, offers a composition or extension of any of its indebtedness or if Lessee, without Lessor's prior written consent, attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment, or if Lessor deems the Equipment to be in jeopardy, or if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee, then the Lessee shall be considered to be in default under the terms of the Lease Contract. If the default is not remedied by Lessee within five (5) days of any written notice, then Lessor or its agent shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount of rent due or to become due under this Lease Contract immediately due and payable, without any further notice or demand to Lessee; (b) to sue for and recover from Lessee an amount equal to the unpaid balance of the rent due and to become due during the term of this Lease Contract; (c) terminate this Lease Contract and (d) to enter upon Lessee's premises, with or without notice, court order or other process of law, to take possession of any or all items of the Equipment without demand or notice wherever same may be located. Upon retaking possession of any or all items of the Equipment, Lessor may, at its option: (i) lease the repossessed Equipment, or any part thereof, to any third party on such terms and conditions as Lessor may determine; or (ii) sell the Equipment, or any part thereof at a public auction or by private sale on such terms and conditions as Lessor may determine. All net proceeds of the foregoing shall be applied against amounts owing pursuant to the terms of this Lease Contract after deducting all reasonable costs incurred in connection with such disposition. Lessee shall remain liable for any deficiency. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease Contract and shall not relieve Lessee of its original obligations herein unless Lessor expressly so notifies Lessee in writing. Should any legal proceedings be instituted by Lessor to recover any monies due and to become due herein or for the repossession of the Equipment, Lessee shall be liable for and pay for all reasonable attorneys' fees and costs incurred. Additionally, Lessee shall pay to Lessor as compensation for additional administrative and clerical work, an amount equal to 15% of the total amount payable hereunder. Interest on the total amount payable, at the rate of 18% per annum, will be calculated monthly from the date of default.

14. ENTIRE AGREEMENT. This Lease Contract contains the entire agreement between Lessor and Lessee and may not be modified except by a written agreement properly executed by Lessor and Lessee. Notwithstanding the foregoing, Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined, to fill in any blank spaces on this Lease Contract, to date the Lease Contract and to make such other clerical modifications as may be required. This Lease Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

15. GOVERNING LAW. This Lease Contract shall be interpreted and enforced in accordance with the laws of the Province wherein the Equipment is located. To the extent permitted by law or statute and to the extent the same extends to and relates to this Lease Contract, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of The Limitation of Civil Rights Act (Saskatchewan), the Sale of Goods Act (British Columbia) and the Law of Property Act (Alberta) and any amendments thereto. For the purposes of the laws of the Province of Québec, this Lease Contract shall constitute a contract of leasing pursuant to Article 1042 and seq. of the Civil Code of Québec, provided however during any renewal pursuant to section 9 above, this Lease Contract shall be deemed to constitute a lease pursuant to Article 1852 and seq. of the Civil Code of Québec.

16. CREDIT INVESTIGATION. Lessee hereby consents to Lessor conducting a personal investigation or credit check upon Lessee subject to applicable legislation.

17. ADD-ON EQUIPMENT. Lessee and Lessor agree that additional equipment ("Add-On Equipment") may be leased pursuant to this agreement. The agreement for such Add-On Equipment shall be subject to the terms and conditions of this Lease Contract except as specifically provided in writing. Any such writing, which may include a purchase order issued by Lessee for such Add-On Equipment, shall provide: (1) reference to this Lease Contract; (2) a description of the Add-On Equipment; (3) the Term of such Agreement; (4) the payment frequency and number of payments; and (5) the payment amount for the Add-On Equipment.

18. CONTRACT REPLACEMENT. If Lessee has a rental or lease contract that is being terminated and replaced by this Lease Contract, Lessee hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Lease Contract.

19. PURCHASE MONEY SECURITY INTEREST AND PROCEEDS. This Lease Contract grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of any applicable personal property security act.

20. CONSENT. Lessee acknowledges that Lessor and its affiliates may use contact, financial and other information about Lessee collected by or provided to Lessor for the purpose of offering other products and services to Lessee that may be of interest. Lessor or its affiliates may communicate with Lessee using the most recent contact information provided by Lessee.

21. MISCELLANEOUS. Time is of the essence with respect to this Lease Contract. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. If more than one party signs this Lease Contract as Lessee and Co-Lessee, each party shall be jointly and severally liable (or solidarily liable if the laws of the Province of Québec apply). At the Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fifteen (15) days of such request. Any provision of this Lease Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Customer hereby acknowledges that a referral fee may have been paid by RCAP in connection with the transaction contemplated herein. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Lease Contract.

22. ELECTRONIC COMMUNICATION. 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.

23. FOR QUEBEC RESIDENTS ONLY/POUR LES RÉSIDENTS DU QUÉBEC SEULEMENT: LANGUAGE/LANGUE. The parties hereto have expressly requested that this Lease Contract be drafted in English only, after such agreement was remitted by Lessor to Lessee in French, and that all documents related thereto, including notices and communications, be drafted in English exclusively. Les parties aux présentes ont expressément demandé que ce Contrat de Location soit rédigé exclusivement en anglais, après la remise d'une version française dudit contrat par le Locateur au Locataire, et que tous les documents y afférents, y compris les avis et les communications, soient rédigés en anglais exclusivement.

LEASE CONTRACT# 579620 - 81280

RL_BR_0816

This is Exhibit "F" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:

Matilda Lici

7CE576E4AA3D4CA...

A Commissioner, etc.



Royal Bank of Canada General Security Agreement

SRF:
270176910

BRANCH ADDRESS:
6880 FINANCIAL DR
2ND FLR LINK
MISSISSAUGA, ON
L5N 7Y5

BORROWER:
CHILL X TRANS INC.

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 CHILL X TRANS INC.			
ADDRESS OF BUSINESS DEBTOR 200-1 BLVD GATEWAY	CITY BRAMPTON	PROVINCE ON	POSTAL CODE L6T 0G3

IN WITNESS WHEREOF executed this 10 day of July, 2023.

CHILL X TRANS INC.

Fozia Javed 

SHAHID AKHTAR TARIQ 

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

200-1 BLVD GATEWAY

BRAMPTON

ON

CA

L6T 0G3

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" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:
Matilda Lici
7CE576F4AA3D4CA...

A Commissioner, etc.

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. 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 : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

ENQUIRY NUMBER 20240118100106.29 CONTAINS 83 PAGE(S), 21 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.

AIRD & BERLIS LLP
ATTN: JULIA SPINA
(ID: 2366816)
TORONTO ON M5J2T9

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RUN DATE : 2024/01/18
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500876019

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	001	5		20231201 1732 1532 9243	P PPSA	10

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3

05 DEBTOR

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

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AS PER MASTER LEASE AGREEMENT DATED DECEMBER 01 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,

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. ***

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND

14 COLLATERAL IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

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

16 REGISTERING

17 AGENT ADDRESS

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

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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR

12 VEHICLE

13 GENERAL THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN
14 COLLATERAL DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
15 DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 REGISTERING
AGENT

17 ADDRESS

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03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR

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

17 ADDRESS

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

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03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

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

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	001	5		20231201 1736 1532 9263	P PPSA	5

02 DEBTOR
03 NAME BUSINESS NAME CHILL X TRANS INC.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME 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				

11 MOTOR 2018 GREAT DANE MODEL V.I.N. 1GRAA0620JW108567
12 VEHICLE THERMOKING C-600 6001236610
13 GENERAL 2018 GREAT DANE 1GRAA0620JW108567 THERMOKING C-600 6001236610 2018
14 COLLATERAL PETERBILT TRUCK 1XPBDP9X0JD457700 EQUIPMENT AS FURTHER DESCRIBED
15 DESCRIPTION UNDER LEASE CONTRACT # 201000077683 EQUIPMENT DESCRIPTION, 2018
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. ***

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03 NAME BUSINESS NAME

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05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

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

11 MOTOR 2018 PETERBILT TRUCK 1XPBDP9X0JD457700

12 VEHICLE

13 GENERAL GREAT DANE WITH C-600 THERMOKING REEFER UNIT2018 PETERBILT

14 COLLATERAL TRUCKTOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

15 DESCRIPTION REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

16 REGISTERING AGENT

17 ADDRESS

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

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05 DEBTOR

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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
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

14 COLLATERAL DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

15 DESCRIPTION LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

16 REGISTERING

AGENT

17 ADDRESS

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

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06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION

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

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

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

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00 FILE NUMBER
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	005	5		20231201 1736 1532 9263		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

14 COLLATERAL THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 12
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
798195393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20231018 1516 1901 2973	P PPSA	05

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MERIDIAN ONECAP CREDIT CORP (ON)

09 ADDRESS 800 - 40 SHEPPARD AVENUE WEST TORONTO ON M2N 6K9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X		X			30DEC1899	

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2018 VOLVO 760 4V4NC9EH4JN888535

12 VEHICLE 2018 FREIGHTLINER CASCADIA 126 3AKJHHDR1JSJT4551

13 GENERAL TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

14 COLLATERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL

15 DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

16 REGISTERING AGENT MERIDIAN ONECAP

17 ADDRESS 4710 KINGSWAY BURNABY BC V5H 4M2

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

CONTINUED... 13

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 13
(13)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
798195393

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20231018 1516 1901 2973		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

14 COLLATERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

15 DESCRIPTION DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING

17 AGENT ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748471

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20231003 1402 1462 0383	P PPSA	4

02 DEBTOR
03 NAME BUSINESS NAME CHILL X TRANS INC.
04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3
05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT MITSUBISHI HC CAPITAL CANADA LEASING, INC
09 ADDRESS 1100 BURLOAK DRIVE, SUITE 401 BURLINGTON ON L7L6B2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X			X				
11 MOTOR	YEAR MAKE		MODEL		V.I.N.			
12 VEHICLE	2019 HYUNDAI		REEFER		3H3V532C1KT395069			

13 GENERAL THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL
14 COLLATERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,
15 DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR
16 REGISTERING PPSA CANADA INC. - (7017)
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20231003 1402 1462 0383	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL DESCRIPTION

13 KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND

14 ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE

15 "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

16 REGISTERING AGENT

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

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 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
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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL

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

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

15 PPSA CANADA INC. - (7017)

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

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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	04	006		20231003 1402 1462 0383	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 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. ***

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RUN NUMBER : 018
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

13 COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

14 DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

15 REGISTERING PPSA CANADA INC. - (7017)

16 AGENT

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

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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	06	006		20231003 1402 1462 0383	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL

14 COLLATERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

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

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

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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748489

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	007		20231003 1402 1462 0384	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MITSUBISHI HC CAPITAL CANADA LEASING, INC

09 ADDRESS 1100 BURLOAK DRIVE, SUITE 401 BURLINGTON ON L7L6B2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 HYUNDAI REEFER 3H3V532C1KT395069

12 VEHICLE

13 GENERAL C/W CARRIER REEFER SN TAD91562223

14 COLLATERAL

15 DESCRIPTION THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

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. ***

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

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16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

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10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 018
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SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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00 FILE NUMBER
797748489

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL DESCRIPTION REGISTERING AGENT

13 ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED PPSA CANADA INC. - (7017)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 23
(23)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748489

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	007		20231003 1402 1462 0384	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL")

14 COLLATERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

15 DESCRIPTION EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

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

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

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 24
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748489

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03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION

14 COLLATERAL OF THE EQUIPMENT

15 DESCRIPTION (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

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. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748489

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	007		20231003 1402 1462 0384	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

14 COLLATERAL (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

15 DESCRIPTION IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL

16 REGISTERING PPSA CANADA INC. - (7017)

17 AGENT

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797748489

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	07	007		20231003 1402 1462 0384	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT

16 PPSA CANADA INC. - (7017)

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

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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(27)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797556321

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20230927 1026 1532 8596	P PPSA	04

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT RCAP LEASING INC.

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				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2016 MACK ANTHEM 1M1AN4GY7KM009489

12 VEHICLE

13 GENERAL ALL 2016 MACK ANTHEM EQUIPMENT FROM TIME TO TIME LEASED BY THE

14 COLLATERAL SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES

15 DESCRIPTION AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN

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. ***

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
797556321

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20230927 1026 1532 8596		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS

14 COLLATERAL THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND

15 DESCRIPTION ATTACHMENTS. VIN 1M1AN4GY7KM009489

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796773483

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20230831 1404 1462 6677	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MITSUBISHI HC CAPITAL CANADA LEASING, INC.

09 ADDRESS 401-1100 BURLOAK DRIVE BURLINGTON ON L7L6B2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 VANGUARD REEFER TRAILER 527SR5326KM016989

12 VEHICLE

13 GENERAL C/W THERMOKING REEFER C-600 SERIAL NUMBER TK486V25L-F35378 THE

14 COLLATERAL PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES,

15 DESCRIPTION OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES,

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. ***

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796773483
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 006 20230831 1404 1462 6677 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

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
13 VEHICLE
14 GENERAL FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED
15 COLLATERAL IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY
16 DESCRIPTION REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE
REGISTERING PPSA CANADA INC. - (7017)

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

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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00 FILE NUMBER
796773483

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20230831 1404 1462 6677	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

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05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

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09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

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12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796773483

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	04	006		20230831 1404 1462 6677	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE

14 COLLATERAL EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

15 DESCRIPTION (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION

16 REGISTERING AGENT PPSA CANADA INC. - (7017)

17

ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796773483
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 006 20230831 1404 1462 6677 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

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

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
VEHICLE

13 GENERAL OF THE EQUIPMENT

14 COLLATERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

15 DESCRIPTION DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

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. ***

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

REPORT : PSSR060
PAGE : 34
(34)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
796773483

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20230831 1404 1462 6677	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

ONTARIO CORPORATION NO.

110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 35
(35)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795918411

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 3 20230803 1629 1532 3845 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME CHILL X TRANS INC.

04 ADDRESS 1 GATEWAY BLVD, BRAMPTON ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / CREDIT-BAIL RCAP INC.
LIEN CLAIMANT

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 X

11 MOTOR 2018 GREAT DANE MODEL V.I.N.
VEHICLE ESS-1114-11053 1GRAA0627JW108565

13 GENERAL ALL TRANSPORTATION EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED
14 COLLATERAL PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES
15 DESCRIPTION AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN
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. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 36
(36)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795918411

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20230803 1629 1532 3845		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS

14 COLLATERAL THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND

15 DESCRIPTION ATTACHMENTS.(1) USED 2018 GREAT DANE ESS-1114-11053 REFRIGERATED

16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED... 37

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 37
(37)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795918411

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20230803 1629 1532 3845		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL TRAILER NS 1GRAA0627JW108565

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

ADDRESS

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

CONTINUED... 38

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 38
(38)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	1		20230804 1030 1532 6378			
21	RECORD FILE NUMBER	795918411					
	REFERENCED						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT			

FIRST GIVEN NAME	INITIAL	SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME CHILL X TRANS INC.
TRANSFEROR

25 OTHER CHANGE

26 REASON/ ADD TO DEBTOR JAVED FOZIA DOB 1960-03-03 16 LESABRE CRESCENT,
27 DESCRIPTION BRAMPTON, ON, L6P 3R3, CANADA.

28

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/			
05	DEBTOR/ 03MAR1960	FOZIA	JAVED

03/ TRANSFEREE BUSINESS NAME

06

04/07 ADDRESS 16 LESABRE CRESCENT BRAMPTON ON L6P 3R3
ONTARIO CORPORATION NO.

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

D + H LIMITED PARTNERSHIP

17 SECURED PARTY/ ADDRESS

2 ROBERT SPECK PARKWAY, 15TH FLOOR

MISSISSAUGA

ON L4Z 1H8

LIEN CLAIMANT

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

CONTINUED... 39

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 39
(39)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795751461

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20230731 1043 1529 4941	P PPSA	6

02 DEBTOR
03 NAME BUSINESS NAME CHILL X TRANS INC.
04 ADDRESS 1 CITY VIEW DRIVE ETOBICOKE ON M9W 1J1
05 DEBTOR DATE OF BIRTH 03MAR1980 FIRST GIVEN NAME FOZIA INITIAL SURNAME JAVED
06 NAME BUSINESS NAME
07 ADDRESS 16 LESABRE CRESCENT, BRAMPTON ON L6P 3R3
08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
09 ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

10 COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE YEAR MAKE 2018 GREAT DANE / ESS111411053 MODEL V.I.N. 1GRAA0629JW108566
12 VEHICLE
13 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,
16 REGISTERING D+H LIMITED PARTNERSHIP
17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 40
(40)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795751461

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20230731 1043 1529 4941		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

13 ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL

14 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR

15 ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16

17 ADDRESS

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

CONTINUED... 41

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 41
(41)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795751461
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 03 003 20230731 1043 1529 4941

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL THEREFROM.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 42
(42)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795767922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20230731 1505 1902 5787	P PPSA	05

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC

04 ADDRESS 1 GATEWAY BLVD BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

09 ADDRESS 900-1290 CENTRAL PARKWAY W. MISSISSAUGA ON L5C 4R3

10 COLLATERAL CLASSIFICATION

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

11 MOTOR 2017 GREAT DANE MODEL ESS-1114-11053 REFR V.I.N. 1GRAA0625HB703299

12 VEHICLE 2018 GREAT DANE MODEL ESS-1114-11053 REFR 1GRAA0623JW108563

13 GENERAL 2017 GREAT DANE ESS-1114-11053 REFRIGERATED TRAILER S/N

14 COLLATERAL 1GRAA0625HB703299, 2018 GREAT DANE ESS-1114-11053 REFRIGERATED

15 DESCRIPTION TRAILER S/N 1GRAA0623JW108563 THE GOODS DESCRIBED HEREIN TOGETHER

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. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 43
(43)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795767922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20230731 1505 1902 5787		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 44
(44)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795767922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20230731 1505 1902 5787		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
14 COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
15 DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE
16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 45
(45)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795767922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20230731 1505 1902 5787		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14 COLLATERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15 DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 46
(46)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795767922

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20230731 1505 1902 5787		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO.

14 COLLATERAL 050-5834249-002) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR

15 DESCRIPTION UPDATED FROM TIME TO TIME)

16 REGISTERING

17 AGENT ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 47
(47)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795525759

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20230724 1248 6005 8287	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	03MAR1960	JAVED		FOZIA

03 NAME BUSINESS NAME

DEBTOR NAME	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	BRAMPTON	ONTARIO CORPORATION NO.
04		1 GATEWAY BOULEVARD				ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME CHILL X TRANS INC

SECURED PARTY / LIEN CLAIMANT	ADDRESS	FIRST GIVEN NAME	INITIAL	SURNAME	BRAMPTON	ONTARIO CORPORATION NO.
07		1 GATEWAY BOULEVARD				ON L6T 0G3

COLLATERAL CLASSIFICATION	ADDRESS	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
09	1525 BUFFALO PLACE (3160768)				WINNIPEG MB R3T 1L9

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	2016 VOLVO SLEEPER TRUCK TRACT	VN	4V4NC9EH1GN928501
12	2017 FREIGHTLINER SLEEPER TRUC	CASCADIA	1FUJGLDR3HLJE0097

13 GENERAL AGREEMENT NUMBER 3160768, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
14 COLLATERAL SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR
15 DESCRIPTION INDIRECTLY THEREFROM.
16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 48
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795490263

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20230721 1406 1462 5102	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC

04 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P3R3
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 03MAR1960 FOZIA JAVED

06 NAME BUSINESS NAME

07 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P3R3
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

08 SECURED PARTY / SONOMA CAPITAL CORP

09 LIEN CLAIMANT

10 ADDRESS 102-865 WAVERLEY STREET WINNIPEG MB R3T5P4

COLLATERAL CLASSIFICATION

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

11 YEAR MAKE MODEL V.I.N.
MOTOR 2018 FREIGHTLINER CASCADIA 3AKJHHDRXJSJR4411

12 VEHICLE 2016 VOLVO VVN 4V4NC9EH4GN935927

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING SONOMA CAPITAL CORP

17 AGENT

ADDRESS 102-865 WAVERLEY STREET WINNIPEG MB R3T5P4

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 49
(49)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795311793

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20230717 1153 1902 0926	P PPSA	05

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 1 GATEWAY BOULEVARD BRAMPTON ON L6T 0G3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME FOZIA JAVED ONTARIO CORPORATION NO.

07 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P 3R3

08 SECURED PARTY / LIEN CLAIMANT COAST CAPITAL AUTO & EQUIPMENT FINANCE LTD.

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X		X		X	278000		

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE 2019 VOLVO VNL 760 4V4NC9EH9KN199026

13 GENERAL 2017 FREIGHTLINER CASCADIA 1FUJGLDR5HLHH3154

14 COLLATERAL ONE (1) USED 2019 VOLVO VNL 760 TRI/A SLEEPER TRUCK TRACTOR S/N

15 DESCRIPTION 4V4NC9EH9KN199026 ONE (1) USED 2017 FREIGHTLINER CASCADIA T/A

16 REGISTERING SLEEPER TRUCK TRACTOR S/N 1FUJGLDR5HLHH3154 TOGETHER WITH ALL

17 AGENT ESC CORPORATE SERVICES LTD. 201-1325 POLSON DR. VERNON BC V1T 8H2

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 50
(50)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795311793

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20230717 1153 1902 0926		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

14 COLLATERAL ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 51
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795311793

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20230717 1153 1902 0926		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY
14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
15 DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

16 REGISTERING
AGENT

17 ADDRESS

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 52
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
795062178

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20230707 1156 1532 6990	P PPSA	05

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 BLVD GATEWAY BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 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. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 53
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794982717

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	6		20230705 1628 1901 6255	P PPSA	05

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 1 GATEWAY BLVD BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL

09 ADDRESS 5750 EXPLORER DRIVE, 3RD FLOOR MISSISSAUGA ON L4W 0A9

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2018 PETERBILT T/A SLEEPER TRU 579 1XPBDP9X6JD457703

12 VEHICLE 2018 PETERBILT T/A SLEEPER TRU 579 1XPBDP9X3JD457707

13 GENERAL 2018 PETERBILT T/A SLEEPER TRUCK TRACTOR 579 1XPBDP9X6JD457703 2018

14 COLLATERAL PETERBILT T/A SLEEPER TRUCK TRACTOR 579 1XPBDP9X3JD457707 THE GOODS

15 DESCRIPTION DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND

16 REGISTERING ESC CORPORATE SERVICES LTD.

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

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 54
(54)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794982717

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	6		20230705 1628 1901 6255		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS,

14 COLLATERAL ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS,

15 DESCRIPTION SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS,

16 REGISTERING

17 AGENT

ADDRESS

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

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RUN NUMBER : 018
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ID : 20240118100106.29

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794982717

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	6		20230705 1628 1901 6255		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR

14 COLLATERAL RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS

15 DESCRIPTION RELATING THERETO. PROCEEDS ALL OF THE DEBTOR'S PRESENT AND

16 REGISTERING

AGENT

17 ADDRESS

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

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RUN NUMBER : 018
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ID : 20240118100106.29

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 56
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794982717

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	6		20230705 1628 1901 6255		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR

14 COLLATERAL INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE

15 DESCRIPTION ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE

16 REGISTERING

17 AGENT

ADDRESS

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

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RUN NUMBER : 018
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ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 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
	005	6		20230705 1628 1901 6255		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL

13 COLLATERAL

14 DESCRIPTION

15 REGISTERING AGENT

16

17 ADDRESS

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 58
(58)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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00 FILE NUMBER
794982717

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	6		20230705 1628 1901 6255		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL MONEY AND INVESTMENT PROPERTIES.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

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

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

REPORT : PSSR060
PAGE : 59
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794859039

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20230630 1036 1529 4245	P PPSA	4

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 1 CITY VIEW DRIVE ETOBICOKE ON M9W 1J1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME FOZIA JAVED ONTARIO CORPORATION NO.

07 ADDRESS 16 LESABRE CRESCENT, BRAMPTON ON L6P 3R3

08 SECURED PARTY / LIEN CLAIMANT DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1

10 COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE 2018 PETERBILT / 579 1XPBDP9X8JD457699

13 GENERAL 2016 VOLVO / VN 4V4NC9EHXGN959505

14 COLLATERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE

15 DESCRIPTION IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER

16 REGISTERING SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, D+H LIMITED PARTNERSHIP

17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

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RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794859039
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20230630 1036 1529 4245
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 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE
13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED
16 REGISTERING AGENT

17 ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794859039

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20230630 1036 1529 4245		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794810106

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20230629 1300 1901 4457	P PPSA	03

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC

04 ADDRESS 1 GATEWAY BLVD BRAMPTON ON L6T 0G3

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT WELLS FARGO EQUIPMENT FINANCE COMPANY

09 ADDRESS 900-1290 CENTRAL PARKWAY W. MISSISSAUGA ON L5C 4R3

10 COLLATERAL CLASSIFICATION

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

11 MOTOR 2012 VOLVO MODEL VN T/A SLEEPER TRUC V.I.N. 4V4NC9EH5CN558535

12 VEHICLE 2014 VOLVO VN T/A SLEEPER TRUC 4V4NC9EH6EN174475

13 GENERAL 2012 VOLVO VN T/A SLEEPER TRUCK TRACTOR S/N 4V4NC9EH5CN558535, 2014

14 COLLATERAL VOLVO VN T/A SLEEPER TRUCK TRACTOR S/N 4V4NC9EH6EN174475 THE GOODS

15 DESCRIPTION DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,

16 REGISTERING ESC CORPORATE SERVICES LTD.

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

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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(63)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
794810106

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20230629 1300 1901 4457		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

14 COLLATERAL THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

15 DESCRIPTION FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

16 REGISTERING

AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
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794810106
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 5 20230629 1300 1901 4457

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

10 YEAR MAKE MODEL V.I.N.
11 MOTOR
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
AGENT

17 ADDRESS

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

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 004 5 20230629 1300 1901 4457
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER 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
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. (REFERENCE NO.
16 REGISTERING
AGENT

17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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RUN NUMBER : 018
RUN DATE : 2024/01/18
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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00 FILE NUMBER
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 5 20230629 1300 1901 4457

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL 050-5834249-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR
14 COLLATERAL UPDATED FROM TIME TO TIME)
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS

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

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PROVINCE OF ONTARIO
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REPORT : PSSR060
PAGE : 67
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792475785

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	006		20230418 1706 1462 2862	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 200-1 GATEWAY BLVD BRAMPTON ON L6T0G3

05 DEBTOR

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT MITSUBISHI HC CAPITAL CANADA LEASING, INC.

09 ADDRESS 401-1100 BURLOAK DRIVE BURLINGTON ON L7L6B2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2018 FREIGHTLINER CASCADIA 3AKJHHDR1JSJX2216

12 VEHICLE

13 GENERAL THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL

14 COLLATERAL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS,

15 DESCRIPTION APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR

16 REGISTERING PPSA CANADA INC. - (7017)

17 AGENT ADDRESS 110 SHEPPARD AVE EAST TORONTO ON M2N6Y8

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20230418 1706 1462 2862	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND

14 COLLATERAL ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE

15 DESCRIPTION "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE

16 REGISTERING PPSA CANADA INC. - (7017)

17 AGENT

17 ADDRESS 110 SHEPPARD AVE EAST TORONTO ON M2N6Y8

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

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RUN NUMBER : 018
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
792475785
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 006 20230418 1706 1462 2862 P PPSA 5
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER 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
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

17 ADDRESS 110 SHEPPARD AVE EAST TORONTO ON M2N6Y8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
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	04	006		20230418 1706 1462 2862	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 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 TORONTO ON M2N6Y8

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

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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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792475785

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20230418 1706 1462 2862	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR

13 COLLATERAL DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

14 DESCRIPTION (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL,

15 REGISTERING PPSA CANADA INC. - (7017)

16 AGENT

17 ADDRESS 110 SHEPPARD AVE EAST TORONTO ON M2N6Y8

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

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

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00 FILE NUMBER
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20230418 1706 1462 2862	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

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

19 REGISTERING AGENT

20 PPSA CANADA INC. - (7017)

21 ADDRESS

22 110 SHEPPARD AVE EAST

23 TORONTO

24 ON

25 M2N6Y8

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

27 ONTARIO CORPORATION NO.

28 ONTARIO CORPORATION NO.

RUN NUMBER : 018
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 73
(73)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
769925142

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20210217 1049 1529 4358	P PPSA	8

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC

04 ADDRESS 16 LESABRE CRESCENT BRAMPTON ON L6P 3R3
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR 03MAR1960 FOZIA JAVED

06 NAME BUSINESS NAME

07 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P 3R3
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 TESLA MODEL X 5YJXCAE49KF182714

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 74

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 74
(74)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750116313

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	3		20190412 1843 1901 6757	P PPSA	06

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME CHILL X TRANS INC. ONTARIO CORPORATION NO.

04 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P 3R3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME FOZIA JAVED ONTARIO CORPORATION NO.

07 ADDRESS 16 LESABRE CRES BRAMPTON ON L6P 3R3

08 SECURED PARTY / LIEN CLAIMANT COAST CAPITAL EQUIPMENT FINANCE LTD.

09 ADDRESS 800-9900 KING GEORGE BLVD. SURREY BC V3T 0K7

10 COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE 2020 GREAT DANE REEFER 1GR1A0622LW150001

13 GENERAL (1) NEW 2020 GREAT DANE 53' SUPER SEAL FLAT FLOOR TANDEX AXLE REEFER

14 COLLATERAL TRAILER S/N 1GR1A0622LW150001 C/W THERMO KING C-600 REEFER S/N

15 DESCRIPTION 6001289033 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

16 REGISTERING ESC CORPORATE SERVICES LTD.

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

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

CONTINUED... 75

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 75
(75)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750116313

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20190412 1843 1901 6757		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND

14 COLLATERAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY

15 DESCRIPTION SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE

16 REGISTERING

17 AGENT

ADDRESS

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

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 76
(76)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
750116313

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	3		20190412 1843 1901 6757		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR

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 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT

13 COLLATERAL INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

14 DESCRIPTION PROCEEDS OF THE COLLATERAL.

15 REGISTERING AGENT

16 ADDRESS

17 ADDRESS

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

CONTINUED... 77

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 77
(77)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20181105 1402 1462 3851	P PPSA	6

02 DEBTOR
03 NAME BUSINESS NAME CHILL X TRANS INC.
04 ADDRESS 16 LESABRE CRESCENT BRAMPTON ON L6P3R3
05 DEBTOR DATE OF BIRTH 03MAR1960 FIRST GIVEN NAME FOZIA INITIAL SURNAME JAVED
06 NAME BUSINESS NAME
07 ADDRESS 442 GREY LANDING MILTON ON L9E0B3
08 SECURED PARTY / LIEN CLAIMANT EVOLUTION CAPITAL CORPORATION
09 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE 2019 GREAT DANE MODEL SUPER SEAL V.I.N. 1GRAA0625KW154414
12 VEHICLE
13 GENERAL 1 2019 GREAT DANE SUPER SEARL 53' FLAT FLOOR TRANDEM AXLE REEFER
14 COLLATERAL TRAILER VIN 1GRAA0625KW154414 C/W 1 2019 THERMO KING C-600 REEFER
15 DESCRIPTION UNIT S/N 6001266603
16 REGISTERING AGENT EVOLUTION CAPITAL CORPORATION
17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

CONTINUED... 78

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 78
(78)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	006		20181105 1402 1462 3851	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	03MAR1960	JAVED		FOZIA

03 BUSINESS NAME

DEBTOR NAME	ADDRESS	442 GREY LANDING	INITIAL	SURNAME	MILTON	ONTARIO CORPORATION NO.
04						ON L9E0B3

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 BUSINESS NAME

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
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR
12 VEHICLE

13 GENERAL TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS,
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS,
15 DESCRIPTION IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT

16 REGISTERING AGENT EVOLUTION CAPITAL CORPORATION

ADDRESS	41 SCARSDALE ROAD UNIT 5	TORONTO	ON	M3B2R2
---------	--------------------------	---------	----	--------

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

CONTINUED... 79

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 79
(79)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	006		20181105 1402 1462 3851	P PPSA	6

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE MODEL V.I.N.

17 GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 80

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 80
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	006		20181105 1402 1462 3851	P PPSA	6

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 CONSUMER GOODS

12 MOTOR VEHICLE INCLUDED

13 AMOUNT

14 DATE OF MATURITY

15 NO FIXED MATURITY DATE

16 YEAR MAKE

17 MODEL

V.I.N.

18 WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, EVOLUTION CAPITAL CORPORATION

19 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

21 ONTARIO CORPORATION NO.

22 ONTARIO CORPORATION NO.

RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 81
(81)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	006		20181105 1402 1462 3851	P PPSA	6

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER,

14 COLLATERAL INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT),

15 DESCRIPTION RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR

16 REGISTERING EVOLUTION CAPITAL CORPORATION

17 ADDRESS 41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2

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

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 82
(82)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
745546716

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	06	006		20181105 1402 1462 3851	P PPSA	6

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

02 DEBTOR

03 NAME BUSINESS NAME

04 ADDRESS

05 DEBTOR

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION

11 MOTOR VEHICLE

12 VEHICLE

13 GENERAL DESCRIPTION

14 COLLATERAL REGISTERING AGENT

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

41 SCARSDALE ROAD UNIT 5 TORONTO ON M3B2R2
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 018
RUN DATE : 2024/01/18
ID : 20240118100106.29

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

REPORT : PSSR060
PAGE : 83
(83)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CHILL X TRANS INC.
FILE CURRENCY : 17JAN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
500876019	20231201 1732 1532 9243			
500876046	20231201 1736 1532 9263			
798195393	20231018 1516 1901 2973			
797748471	20231003 1402 1462 0383			
797748489	20231003 1402 1462 0384			
797556321	20230927 1026 1532 8596			
796773483	20230831 1404 1462 6677			
795918411	20230803 1629 1532 3845	20230804 1030 1532 6378		
795751461	20230731 1043 1529 4941			
795767922	20230731 1505 1902 5787			
795525759	20230724 1248 6005 8287			
795490263	20230721 1406 1462 5102			
795311793	20230717 1153 1902 0926			
795062178	20230707 1156 1532 6990			
794982717	20230705 1628 1901 6255			
794859039	20230630 1036 1529 4245			
794810106	20230629 1300 1901 4457			
792475785	20230418 1706 1462 2862			
769925142	20210217 1049 1529 4358			
750116313	20190412 1843 1901 6757			
745546716	20181105 1402 1462 3851			

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



SECURITY IS EVERYTHING

Phone: (416) 225-5511

Ontario Search Results
ID 2408864
Search Type [BD] Business Debtor

Record Since: 1/16/2024 12:00:01 AM

Your Ref No. 118-315958-SMITRA
Liens : 3 Pages : 7

Searched : 27MAR2024 00:40 PM
Printed : 27MAR2024 00:42 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:39:37
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

00 FILE NUMBER : 503055297 EXPIRY DATE : 28FEB 2030 STATUS :
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20240228 1032 1529 7627 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: CHILL X TRANS INC.

04 ADDRESS : 1 CITY VIEW DRIVE OCN :
CITY : TORONTO PROV: ON POSTAL CODE: M9W 1J1
05 IND DOB : IND NAME:
06 BUS NAME:

07 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

09 ADDRESS : 5046 MAINWAY, UNIT 1
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 5Z1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X
YEAR MAKE MODEL V.I.N.
11 2020 GREAT DANE / DRY VAN 1GR1A0620LB153857
12 2020 GREAT DANE / DRY VAN 1GR1A0622LB153858

GENERAL COLLATERAL DESCRIPTION

13 ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE
14 IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER
15 SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,
16 AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:39:37
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

00 FILE NUMBER : 503055297 EXPIRY DATE : 28FEB 2030 STATUS :
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20240228 1032 1529 7627 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME: OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.
11 2020 GREAT DANE / DRY VAN 1GR1A0627LB153855
12 2020 GREAT DANE / DRY VAN 1GR1A0629LB153856

GENERAL COLLATERAL DESCRIPTION

13 ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL
14 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR
15 ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:39:38
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 3 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

00 FILE NUMBER : 503055297 EXPIRY DATE : 28FEB 2030 STATUS :
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20240228 1032 1529 7627 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.
11 2020 GREAT DANE / DRY VAN 1GR1A0625LB153854

12
GENERAL COLLATERAL DESCRIPTION
13 THEREFROM.

14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:39:39
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 4 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

00 FILE NUMBER : 503289072 EXPIRY DATE : 06MAR 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED : X
REG NUM : 20240306 1530 1532 6634 REG TYP: P PPSA REG PERIOD: 06
02 IND DOB : IND NAME:
03 BUS NAME: CHILL X TRANS INC.

OCN :
04 ADDRESS : 200 1 GATEWAY BLVD
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T4G8
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION

09 ADDRESS : 2680 MATHESON BLVD. E. STE 202
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W0A5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10	YEAR	MAKE	MODEL	V.I.N.
11	2024	FREIGHTLINER	CASCADIA	3AKJHHDR5RSVJ9610
12	2024	FREIGHTLINER	CASCADIA	3AKJHHDR7RSVJ9611

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

PSSME17 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY MOTOR VEHICLE SCHEDULE 12:39:39
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 5 OF 7
FILE CURRENCY : 26MAR 2024
00 REF: 503289072 01 PAGE: 002 OF 2 REG NUM: 20240306 1530 1532 6634
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)
41 2024 FREIGHTLINER CASCADIA 3AKJHHR9RSVJ9612
42
43
44
45
46
47
48
49
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51
52
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54
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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 12:39:42
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 6 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

FILE NUMBER 503289072

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20240315 1222 1532 4288
21 REFERENCE FILE NUMBER : 503289072
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: CHILL X TRANS INC.

25 OTHER CHANGE:
26 REASON: ADDED GENERAL COLLATERAL
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10 X X X

11
12

13 ADDED

14 2024 THERMO KING TRI PAC EVOLUTION HTG13438482024 THERMO KING TRI
15 PAC EVOLUTION HTG13438492024 THERMO KING TRI PAC EVOLUTION HTG1343850
16 NAME : D + H LIMITED PARTNERSHIP

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 03/27/2024
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 12:39:43
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 7 OF 7
FILE CURRENCY : 26MAR 2024
SEARCH : BD : CHILL X TRANS INC.

FILE NUMBER 769925142

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20240125 1330 1532 4392
21 REFERENCE FILE NUMBER : 769925142
22 AMEND PAGE: NO PAGE: CHANGE: C DISCHRG REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: CHILL X TRANS INC

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
11
12
13
14
15

16 NAME : D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

END OF REPORT

This is Exhibit "H" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:
Matilda Lici
7CE576F4AA3D4CA...

A Commissioner, etc.



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
270176910

BRANCH ADDRESS:
6880 FINANCIAL DR
2ND FLR LINK
MISSISSAUGA, ON
L5N 7Y5

BORROWER:
CHILL X TRANS 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 **CHILL X TRANS 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 **\$600,000.00 Six 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.

(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.

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

EXECUTED this 10 day of July, 2023

[Signature]
WITNESS ZAHID AHMAD

Fozia Javed
FOZIA JAVED

Rizwan
WITNESS RIZWAN NADEEM

[Signature]
SHAHID A TARIQ

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

Full name and address
FOZIA JAVED 16 LESABRE CRES
BRAMPTON, ON, L6P 3R3

Full name and address
SHAHID AKHTAR TARIQ
3990 BOULEVARD DAGENAIS WEST LAVAL, H7R 1L2 QC.



Royal Bank of Canada Postponement and Assignment of Claim

SRF:
270176910

BRANCH ADDRESS:
6880 FINANCIAL DR
2ND FLR LINK
MISSISSAUGA, ON
L5N 7Y5

BORROWER:
CHILL X TRANS INC.

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **CHILL X TRANS INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

(Applicable
in PPSA
Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in
the Province of
Quebec)

The Undersigned has (have) expressly requested that this document be drawn up in the English language.

Le(s) sous-signé(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

(Applicable in
all PPSA
Provinces)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

Executed this 10 day of July, 2023.

WITNESS
ZAHID AHMAD

Fozia Javed
FOZIA JAVED

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED this 10 day of July, 2023



Royal Bank of Canada Postponement and Assignment of Claim

SRF:
270176910

BRANCH ADDRESS:
6880 FINANCIAL DR
2ND FLR LINK
MISSISSAUGA, ON
L5N 7Y5

BORROWER:
CHILL X TRANS INC.

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **CHILL X TRANS INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

(Applicable in PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in the Province of Quebec)

The Undersigned has (have) expressly requested that this document be drawn up in the English language.

Le(s) sous-signé(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

(Applicable in all PPSA Provinces)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

Executed this 10 day of July, 2023

Rizwan

WITNESS RIZWAN NADEEM

Shahid A Tariq

SHAHID A TARIQ

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED this 10 day of July, 2023

CHILL X TRANS INC.

Fozia Jweel

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

<u>Full name and address</u>
CHILLX TRANS INC
200-1 GATEWAY BLVD, BRAMPTON, ONTARIO, L6T0G3

This is Exhibit "I" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.




Government
of Canada

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Federal Corporation Information - 863499-8

 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](#)).

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Corporation Number

863499-8

Business Number (BN)

847999174RC0001

Corporate Name

8634998 CANADA INC.


Status

Active

Governing Legislation

Canada Business Corporations Act - 2013-09-15

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

Registered Office Address

3994 Boul. Dagenais Ouest
Local 201

Laval QC H7R 1L2
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

SHAHID AKHTAR TARIQ
52-920 BOUL CREMAZIE WEST
MONTREAL QC H3N 1A5
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.

Annual Filings

Anniversary Date (MM-DD)

09-15

Date of Last Annual Meeting

2016-02-09

Annual Filing Period (MM-DD)

09-15 to 11-14

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2024 - Not due

2023 - Overdue

2022 - Filed

Corporate History

Corporate Name History

2013-09-15 to Present

8634998 CANADA INC.

Certificates and Filings

Certificate of Incorporation

2013-09-15

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Date Modified:

2023-12-22

This is Exhibit "J" of
the Affidavit of Mark Arnold
Sworn before me this 27th day of March 2024

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.



Sanjeev Mitra
 Direct: 416.865.3085
 E-mail: smitra@airdberlis.com

January 24, 2024

**DELIVERED BY COURIER AND
 BY EMAIL**

Chill x Trans Inc.
 1 Gateway Blvd, Unit 2000
 Brampton, ON L6T 0G3

**Attn: Fozia Javed
 Shahid Akhtar Tariq**

Dear Sirs:

Re: Indebtedness owing to Royal Bank of Canada (“RBC”) and RCAP Leasing Inc. (“RCAP”) by Chill x Trans Inc. (the “Debtor”), as guaranteed by Fozia Javed and Shahid Tariq (the “Guarantors”)

We are the lawyers for RBC and RCAP (collectively, the “**Lenders**”) in connection with their lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (collectively, the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of (a) a Credit Agreement dated July 10, 2023 (as amended, replaced, restated or supplemented from time to time), and (b) a Master Lease Agreement dated December 1, 2023.

The Debtor is indebted to RCAP pursuant to and under the terms of (a) Conditional Sale Agreement No. 78577 dated August 3, 2023; and (b) Lease Contract No. 579620-81280 dated September 27, 2023.

All of the above-referenced documents are collectively referred to as the “**Credit Agreements**”.

The following amounts are owing by the Debtor to the Lenders for principal and interest pursuant to the Credit Agreement as of January 23, 2024:

RCL 07512 75184961 001	Principal	\$1,800,000.00
	Interest (per diem: \$429.04)	\$11,584.11
RBC Lease L#2010000777683	Principal	\$170,790.72
RCAP Lease, Contract 78577	Principal	\$103,176.35
RCAP Lease, Contract 81280	Principal	\$150,288.01

Visa 4514031010965263	Principal	\$186,505.88
Total:		\$2,422,345.07¹

Events of default have occurred under the Credit Agreements, including, but not limited to, monetary defaults, none of which have been waived by the Lenders.

Accordingly, on behalf of the Lenders, we hereby make formal demand for payment of \$2,422,345.07 together with accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by the Lenders (collectively, the “**Indebtedness**”) pursuant to the Credit Agreements. Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness and other obligations of the Debtor in connection with the Credit Agreement are secured by, among other things a general security agreement dated July 10, 2023 from the Debtor, registration in respect of which has been effected under the *Personal Property Security Act* (Ontario).

If payment of the Indebtedness is not received immediately, the Lenders shall take whatever steps they consider necessary or appropriate to collect and recover the amounts owing to them, including, without limitation, the appointment of an interim receiver, receiver, or receiver and manager of the Debtor or any other proceedings that are necessary, in which case, the Lenders will also seek all costs they incur in doing so.

On behalf of the Lenders, we also enclose a Notice of Intention to Enforce Security, which is delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”). The Lenders hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP



Sanjeev Mitra
e.c. Client
Matilda Lici

¹ This amount does not include any accruing interest from and after January 24, 2024, or costs and expenses (including any legal and other professional fees) incurred by the Lenders.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))
DELIVERED BY COURIER

To: **Chill x Trans Inc.**
1 Gateway Blvd, Unit 2000
Brampton, ON L6T 0G3
Insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada (“**RBC**”) and RCAP Leasing Inc. (“**RCAP**” and collectively with RBC, the “**Lenders**”), a secured creditor, intend to enforce their security on the property, assets and undertakings of Chill x Trans Inc. (the “**Debtor**”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal and real property of the Debtor.
2. The security that is to be enforced (the “**Security**”) is in the form of, *inter alia*, a general security agreement dated July 10, 2023 from the Debtor, registration in respect of which has been effected under the *Personal Property Security Act* (Ontario).
3. As of January 23, 2024, the total amount of indebtedness secured by the Security is \$2,422,345.07 in principal and interest, plus accruing interest and costs of the Lenders (including, without limitation, the Lenders’ legal and other professional fees).
4. The Lenders will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 24th day of January, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**

Per:

Sanjeev Mitra

Brookfield Place, Suite 1800
181 Bay Street, Toronto, ON M5J 2T9
Tel: 416-863-1500/Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

55782579.2

AIRD BERLIS



Sanjeev Mitra
 Direct: 416.865.3085
 E-mail: smitra@airdberlis.com

January 24, 2024

DELIVERED BY COURIER AND BY EMAIL

Fozia Javed
 16 Lesabre Cres
 Brampton, ON L6P 3R3

Shahid Akhtar Tariq
 3990 Dagenais O 17
 Laval, QC H7R 1L2

Dear Sirs:

Re: Indebtedness owing to Royal Bank of Canada (“RBC”) and RCAP Leasing Inc. (“RCAP”) by Chill x Trans Inc. (the “Debtor”), as guaranteed by Fozia Javed and Shahid Tariq (the “Guarantors”)

We are the lawyers for RBC and RCAP (collectively, the “**Lenders**”) in connection with their lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (collectively, the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of (a) a Credit Agreement dated July 10, 2023 (as amended, replaced, restated or supplemented from time to time), and (b) a Master Lease Agreement dated December 1, 2023.

The Debtor is indebted to RCAP pursuant to and under the terms of (a) Conditional Sale Agreement No. 78577 dated August 3, 2023; and (b) Lease Contract No. 579620-81280 dated September 27, 2023.

All of the above-referenced documents are collectively referred to as the “**Credit Agreement**”.

In your personal capacities, each of you, jointly and severally, guaranteed the obligations of the Debtor pursuant to, *inter alia*, a guarantee and postponement of claim in the amount of \$600,000 dated July 10, 2023 (the “**Guarantee**”).

The following amounts are owing by the Debtor to the Lenders for principal and interest pursuant to the Credit Agreement as of January 23, 2024:

RCL 07512 75184961 001	Principal	\$1,800,000.00
	Interest (per diem: \$429.04)	\$11,584.11
RBC Lease L#2010000777683	Principal	\$170,790.72
RCAP Lease, Contract 78577	Principal	\$103,176.35

RCAP Lease, Contract 81280	Principal	\$150,288.01
Visa 4514031010965263	Principal	\$186,505.88
Total:		\$2,422,345.07¹

The Lenders have made formal demand on the Debtor for payment of amounts owing to them under the Credit Agreement. Accordingly, on behalf of the Lenders, we hereby make formal demand for payment of \$600,000 together with accruing interest incurred by the Lenders (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Guarantee.

If payment of the Indebtedness is not received immediately, the Lenders shall take whatever steps they consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of legal proceedings against each of you in the Ontario Superior Court of Justice, in which case the Lenders will also seek all costs they incur in doing so.

Yours truly,

AIRD & BERLIS LLP



Sanjeev Mitra
 e.c. Client
 Matilda Lici
 54362476.5

¹ This amount does not include any accruing interest from and after January 24, 2024, or costs and expenses (including any legal and other professional fees) incurred by the Lenders.

ROYAL BANK OF CANADA
Applicant

- and - **CHILL X TRANS INC.**
Respondent

Court File No. CV-24-00001450-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Brampton

AFFIDAVIT OF MARK ARNOLD
(sworn March 27, 2024)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev Mitra (LSO #37934U)
Tel: (416) 865-3085
Email: smitra@airdberlis.com

Matilda Lici (LSO #79621D)
Tel: (416) 865-3428
Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal Bank of Canada

TAB 3

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

)
)
)

TUESDAY, THE 27TH
DAY OF APRIL, 2024

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CHILL X TRANS INC.

Respondent

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by Royal Bank of Canada (“**RBC**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel Inc. as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Chill X Trans Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 7755 Hurontario Street, Brampton, Ontario, L6W 4T1 by judicial videoconference.

ON READING the affidavit of Mark Arnold sworn March 27, 2024 and the exhibits thereto, and on hearing the submissions of counsel for RBC and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service of Daisy Jin sworn March 27, 2024 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 record 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 Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor, if any, 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 AND ANTI-SPAM LEGISLATION

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.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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

19. **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.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their 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.

21. **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

22. **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.

23. **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.

24. **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.

25. **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

26. **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 <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), 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 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/>>’.

27. **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

28. **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.

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

30. **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.

31. **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.

32. **THIS COURT ORDERS** that RBC shall have its costs of this application against the Debtor, up to and including entry and service of this Order, provided for by the terms of RBC's security or, if not so provided by RBC'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.

33. **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.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

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 of Chill X Trans Inc. (the "**Debtor**") 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 _____, 2024 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$150,000.00 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 court-appointed receiver of Chill X Trans Inc., and not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA
Applicant

- and - **CHILL X TRANS INC.**
Respondent

Court File No. CV-24-00001450-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Brampton

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev Mitra (LSO #37934U)
Tel: (416) 865-3085
Email: smitra@airdberlis.com

Matilda Lici (LSO #79621D)
Tel: (416) 865-3428
Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal Bank of Canada

TAB 4

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE #27TH
JUSTICE)
) DAY OF ~~MONTH~~APRIL, ~~20~~YR2024

PLAINTIFF[†]

Plaintiff

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

DEFENDANT

Defendant

CHILL X TRANS INC.

Respondent

[†]~~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.~~

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

ORDER
(appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²Royal Bank of Canada ("RBC") 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~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Chill X Trans Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at ~~330 University Avenue, Toronto~~7755 Hurontario Street, Brampton, Ontario, L6W 4T1 by judicial videoconference.

ON READING the affidavit of ~~[NAME]~~Mark Arnold sworn ~~[DATE]~~March 27, 2024 and the ~~Exhibits~~exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~RBC and such other counsel as were present, no one appearing for ~~[NAME]~~any other stakeholder although duly served as appears from the affidavit of service of ~~[NAME]~~Daisy Jin sworn ~~[DATE]~~March 27, 2024 and on reading the consent of ~~[RECEIVER'S NAME]~~msi Spergel Inc. to act as the Receiver,

SERVICE

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

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~application record 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 Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

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

~~³If 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.~~

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

~~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.~~

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[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;

~~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.~~

- (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, if any, 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 AND ANTI-SPAM LEGISLATION

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.

16. **THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this**

proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~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

18. ~~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

19. ~~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

20. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their 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.

21. ~~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

22. ~~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

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".~~

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.

23. ~~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.

24. ~~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.

25. ~~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

26. ~~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> <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**"), 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/>>’.

27. ~~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

28. ~~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.

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

30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that ~~the Plaintiff~~RBC shall have its costs of this ~~motion~~application against the Debtor, up to and including entry and service of this Order, provided for by the terms of ~~the Plaintiff~~RBC's security or, if not so provided by ~~the Plaintiff~~RBC'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.

33. ~~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.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

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]~~ of Chill X Trans Inc. (the "Debtor") 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-_____, 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 \$ ~~_____~~ 150,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

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

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

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

DATED the ____ day of _____, ~~20~~2024.

~~[RECEIVER'S NAME]~~msi Spergel Inc., solely
in its capacity as ~~Receiver of the~~
~~Property~~court-appointed receiver of Chill X
Trans Inc., and not in its personal capacity

Per: _____

Name:

Title:

Document comparison by Workshare Compare on March 27, 2024 3:45:00 PM

Input:	
Document 1 ID	iManage://wsc.airdberlis.com/cm/56012987/1
Description	#56012987v1<wsc.airdberlis.com> - receivership-order-EN (8)
Document 2 ID	iManage://wsc.airdberlis.com/CM/56012988/2
Description	#56012988v2<wsc.airdberlis.com> - Draft Receivership Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	76
Deletions	84
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	160

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CHILL X TRANS INC.

Respondent

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

CONSENT TO ACT

The undersigned hereby consents to the appointment of msi Spergel inc. as receiver, without security, of the assets, properties and undertaking of Chill X Trans Inc. acquired for, or used in relation to, a business carried on by Chill X Trans Inc., and all proceeds thereof, all pursuant to the provisions of section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

DATED at Toronto, this 26 day of February, 2024.

MSI SPERGEL INC.



Name: Mukul Manchanda
Title: Managing Partner

ROYAL BANK OF CANADA

Applicant

- and -

CHILL X TRANS INC.

Respondent

Court File No. CV-24-00001450-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Brampton

CONSENT TO ACT

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO #37934U)

Tel: (416) 865-3085

Email: smitra@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-7713

Email: mlici@airdberlis.com

Lawyers for Royal Bank of Canada

TAB 6

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

CHILL X TRANS INC.

Respondent

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

**SERVICE LIST
(As at March 27, 2024)**

<u>PARTY</u>	<u>CONTACT</u>
AIRD & BERLIS LLP 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9 <i>Counsel for Royal Bank of Canada</i>	Sanjeev Mitra (LSO # 37934U) Tel: 416-865-3085 Email: smitra@airdaberlis.com Matilda Lici (LSO # 79621D) Tel: 416-865-3428 Email: mlici@airdberlis.com
MSI SPERGEL INC. 200 Yorkland Blvd., Suite 1100 Toronto, ON M2J 5C1 <i>Proposed Receiver</i>	Mukul Manchanda Tel: 416-498-4314 Email: mmanchanda@spergel.ca
CHILL X TRANS INC. 1 Gateway Blvd, Unit 2000 Brampton, ON 6T 0G3	Shahid Tariq Email: chillxtransinc@gmail.com

<u>PARTY</u>	<u>CONTACT</u>
MERIDIAN ONECAP CREDIT CORP 800 - 40 SHEPPARD AVENUE WEST Toronto, ON M2N 6K9	
MITSUBISHI HC CAPITAL CANADA LEASING, INC 1100 BURLOAK DRIVE, SUITE 401 Burlington, ON L7L6B2	
RCAP LEASING INC. 5575 NORTH SERVICE RD, STE 300 Burlington, ON L7L 6M1	
CREDIT-BAIL RCAP INC. 5575 NORTH SERVICE RD, STE 300 Burlington, ON L7L 6M1	
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 Burlington, ON L7L 5Z1	
WELLS FARGO EQUIPMENT FINANCE COMPANY 900-1290 CENTRAL PARKWAY W. Mississauga, ON L5C 4R3	
CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE (3160768) Winnipeg, MB R3T 1L9	
SONOMA CAPITAL CORP 102-865 WAVERLEY STREET Winnipeg, MB R3T 5P4	
BANK OF MONTREAL 5750 EXPLORER DRIVE, 3RD FLOOR Mississauga, ON L4W 0A9	
COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 KING GEORGE BLVD. Surrey, BC V3T 0K7	

<u>PARTY</u>	<u>CONTACT</u>
EVOLUTION CAPITAL CORPORATION 41 SCARSDALE ROAD UNIT 5 Toronto, ON M3B 2R2	
DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION 2680 MATHESON BLVD. E. STE 202 Mississauga, ON L4W 0A5	
ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1	Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
ONTARIO MINISTRY OF FINANCE INSOLVENCY UNIT Legal Services Branch 33 King Street West, 6 th Floor Oshawa, ON L1H 8H5	Email: insolvency.unit@ontario.ca
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4 th Floor Toronto, ON M5C 2W7	Email: osbservice-bsfservice@ised-isde.gc.ca

Email Service List

smitra@airdaberlis.com; mlici@airdberlis.com; mmanchanda@spergel.ca;
chillxtransinc@gmail.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
insolvency.unit@ontario.ca; osbservice-bsfservice@ised-isde.gc.ca

ROYAL BANK OF CANADA
Applicant

- and - **CHILL X TRANS INC.**
Respondent

Court File No. CV-24-00001450-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Brampton

APPLICATION RECORD
(Returnable April 23, 2024)

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev Mitra (LSO # 37934U)
Tel: 416-865-3085
Email: smitra@airdberlis.com

Matilda Lici (LSO # 79421D)
Tel: 416-865-3428
Email: mlici@airdberlis.com

Lawyers for the Applicant, the Royal Bank of Canada