This is Exhibit "D" referred to in the Affidavit of David Jenkins sworn before me at City of Toronto, in the Province of Ontario this 15th day of August, 2024 in accordance with O. Reg. 431/20 *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits Samantha Hans (LSO # 84737H)



Royal Bank of Canada General Security Agreement

SRF: 272295072

BORROWER:GIFFT EXPRESS INC.

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

1. SECURITY INTEREST

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

2. INDEBTEDNESS SECURED

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

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, 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 fillings in connection therewith:
- e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

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

- 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 of 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.
- 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.
- 1) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- q). Debtor acknowledges and agrees that in the event it amalgamates with any other 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
 - 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			
GIFFT EXPRESS INC.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
27 SPLIT RAIL RD	BRAMPTON	ON	L6X 4R8

IN WITNESS WHEREOF executed this 1st day of August, 2023.

GIFFT EXPRESS INC.

Seal

Seal

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1.	Locations of Debtor's Business Operations
	27 SPLIT RAIL RD
	BRAMPTON
	ON
	CA
	L6X 4R8

- 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 "E" referred to in the Affidavit of David Jenkins sworn before me at City of Toronto, in the Province of Ontario this 15th day of August, 2024 in accordance with O. Reg. 431/20 *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits Samantha Hans (LSO # 84737H)



Royal Bank of Canada Guarantee and Postponement of Claim

SRF: 272295072

BORROWER: GIFFT EXPRESS INC. BRANCH ADDRESS: 6880 FINANCIAL DR 2ND FLR LINK MISSISSAUGA, ON L5N 7Y5

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 GIFFT EXPRESS 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 ansing 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 \$3,850,000.00 Three Million Eight Hundred Fifty Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her 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 annuanced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.
- (16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

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

EXECUTED this 15th day of August, 2023.

WITNESS .

REJOY THOMMIKATTIL PHILIP

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

		Full name and address	
RE	JOY THOMMIK	(ATTIL PHILIP	_
27	SPLIT RAIL	ROAD, BRAMPTON, ON L6X 4R8	



Royal Bank of Canada Guarantee and Postponement of Claim

SRF: 272295072

BORROWER: GIFFT EXPRESS INC. BRANCH ADDRESS: 6880 FINANCIAL DR 2ND FLR LINK MISSISSAUGA, ON L5N 7Y5

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 GIFFT EXPRESS 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 \$3,850,000,00 Three Million Eight Hundred Fifty Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

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- (14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.
- (15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.
- (16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Ontario** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in

any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

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

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

EXECUTED this 15+ day of August, 2023.

WITNESS

PRINCE NIVAS SATHYAN

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

Full name and address	
PRINCE NIVAS SATHYAN	
1 ALLANHURST CRESCENT, BRAMPTON, ON L6P 1C8	

This is Exhibit "F" referred to in the Affidavit of David Jenkins sworn before me at City of Toronto, in the Province of Ontario this 15th day of August, 2024 in accordance with O. Reg. 431/20 *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits
Samantha Hans (LSO # 84737H)

RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

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

ENQUIRY RESPONSE CERTIFICATE

1760) PAGE

REPORT : PSSR060

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

TYPE OF SEARCH

: BUSINESS DEBTOR

: GIFFT EXPRESS INC. SEARCH CONDUCTED ON

FILE CURRENCY

: 11AUG 2024

FAMILY (IES). 82 PAGE(S), 182 ENQUIRY NUMBER 20240812172540.11 CONTAINS 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.

V. Owintanilla W. REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

ATTN: SHANNON MORRIS HOLD FOR PICK UP

AIRD & BERLIS LLP

TORONTO ON M5J2T9

CERTIFIED BY/CERTIFIÉES PAR

CONTINUED...

Ontario 😿

(crfj6 05/2022)

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ID : 20240812172540.11 RUN NUMBER: 225 RUN DATE: 2024/08/12

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

CERTIFICATE

REPORT : PSSR060 PAGE

1761)

GIFFT EXPRESS INC. 11AUG 2024 TYPE OF SEARCH
SEARCH CONDUCTED ON:

BUSINESS

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED REGISTRATION UNDER PERIOD MOTOR VEHICLE AMOUNT DATE OF NO FIXED HER INCLUDED MATURITY OR MATURITY DATE X 5303 V.I.N. 5278R5322KM017752 HALTON HILLS MISSISSAUGA SURNAME SURNAME BOLTON
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 INTHIAL INTTILAL TIP FLEET SERVICES CANADA LTD. 1880 BRITANNIA RD EAST MODEL: R80 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER REEFER & APU PRO'S 11772 17 SIDE ROAD FIRST GIVEN NAME GIFFT EXPRESS INC FIRST GIVEN NAME 38 SIMPSON ROAD SECURED PARTY / LIEN CLAIMANT ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLIAUERAL CHASSIFICATION DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2019 CINC FILE NUMBER 506305737 CONSUMER NAME DEBTOR MOTOR DEBTOR VEHICLE NAME 00 10 020 04 05 0.7 80 60 10 11

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ONTARIO CORPORATION NO. ONT L7E

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EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES DESCRIPTION COLLATERAL

59 GLEBE CRES ADDRESS

BILL MCFADDEN (2010) LTD

REGISTERING

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AGENT

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

r:

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

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NO

BRAMPTON



(crj1fv 05/2022

RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

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

ENQUIRY RESPONSE

REPORT : PSSR060 1762) PAGE

CERTIFICATE				
	BUSINESS DEBTOR	GIFFT EXPRESS INC.	11AUG 2024	
	TYPE OF SEARCH	SEARCH CONDUCTED ON :	FILE CURRENCY	

FORM IC FINANCING STRITEMENT / CLAIM FOR LIEN

FILE NUMBER 506306637

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TOTAL REGISTIRATION	SCHEDULE 2024061	PIRST GIVEN NAME INTITAL S	GIFFT EXPRESS INC	38 SIMPSON ROAD	FIRST GIMEN NAME	TIP FLEET SERVICES CANADA LTD.	1880 BRITANNIA RD EAST	REEFER & APU PRO'S	11772 17 SIDE ROAD	MOTOR VEHICLE AMOUNT DATE-OF. PMENT ACCOUNTS OTHER INCLUDED X X	NODEL	COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS	BILL MCFADDEN (2010) LTD	59 GLEBE CRES	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***
CAUMTON BAGE HOURI	NO. OF 001	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	DEBTOR DATE OF BIRTH	NAME BUSTNESS NAME	ADDRESS	SECURED PARITY /	Lieni Clainant Address	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIL	YEAR MAKE MOTOR 2018 CINC VEHICLE	GENERAL COMPLETE WITH A COMPLETE WITH A COLLARGER, REPI	REGISTERING AGENT	ADDRESS	
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RTIFIED BY/CERTIFIÉES PAR V. Quintanilla W. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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CONTINUED...



ID : 20240812172540.11 RUN NUMBER: 225 RUN DATE: 2024/08/12

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

CERTIFICATE

1763)

REPORT: PSSR060 PAGE: 4

* BUSINESS DEBTOR CIFFT EXPRESS INC. 11AUG 2024

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 506265462 00

CERTIFIED BY/CERTIFIÉES PAR V. Quintanilla W.

L6S 1E9

NO

BRAMPTON

(crj1fv 05/2022) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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CONTINUED ...

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

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS

GENERAL COLLATERAL DESCRIPTION REGISTERING

13 14 15

VEHICLE MOTOR

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BILL MCFADDEN (2010) LTD

59 GLEBE CRES

ADDRESS

AGENT

16 17 Ontario 🕅

RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

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

REPORT: PSSR060 PAGE: 5 1764)

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				REGISTRATION UNDER PERIOD R RSLA 01		ONTARIO CORPORATION NO.	INO		ONTARTO GORPORATEON NO.	iLNO		TNO	NO FIXED OR MATURITY DATE				NO
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ENQUIRY RESPONSE CERTIFICATE		FOR LIEN		MOTOR VEHICLE REGISTRATION SCHEDULE 20240611 1124 103	FIRST GIVEN NAME	GIFFT EXPRESS INC	SPLIT RAIL RD	FIRST GIVEN NAME	TPINE LEASING CAPITAL CORPORATION	6050 DIXIE RD	& APU PRO'S	17 SIDE ROAD	MOTOR-VEHICLE AMOUNT. ACCOUNTS OTHER INCLUDED X 3258	WODEL		BILL MCFADDEN (2010) LTD	GLEBE CRES BRAMPTON *** EGD. BITDHUDD. LINDRODAN MITCH. COMMINGH. MUD. CEGIEDEN. DANDHO
	: BUSINESS DEBTOR : GIFFT EXPRESS INC. : 11AUG 2024	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN	æ	PAGE TOTAL NO. OF PAGES 001 1			PRESS 27	DATE OF BIRTH	BUSINESS NAME TPINE	ADDRESS 6050 I	/ REBFER	ADDRESS 11772 17	ON RY EQUIPMENT	YEAR WAKE 2022 UTTHITY	COMPLETE WITH ALL PRESENT AND EXCHANGES, REPLACEMENT PARTS, THEREOF INCLUDING INSURANCE P	BILL A	ADDRESS 59 GLI
ID : 20240812172540.11	TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY	FORM 1C FINA	FILLE NUMBER 00 506266029	CAUTTON FACE PETITNG NO. 01	DA		04	**DEBROR		0.7	08 SECURED PARITY	1 TEN CEATMANN	COLLIATERAL CLASSIFICATI CONSUMER GOODS INVENTIC	YEAR 11 MOTOR 2022 12 VEHICLE	13 GENERAL 14 COLLIATERAL 15 DESCRIPTION	16 REGISTERING	17

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

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



(crj1fv 05/2022)

RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

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

REPORT: PSSR060 PAGE: 6

1765)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

	IBRED REGISTRATION IR PERIOD RSLA 01		ONTARTO CORPORATION NO:	$\qquad \qquad \text{ON} \qquad \text{L7E 1Y4}$		ONTARIO CORPORATION NO.	ON LEX 4R8		ON L6W 1X4	NO FLYED OR MATURITY DATE				ON L7G 5X7
	E REGISTRATION REGISTERED NUMBER 20240610 1504 2758 4642 R RSLA	INTTIAL SURNAME		BOLTON	HWITHAL SURNAME		BRAMPTON	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	BRAMPTON	MOTOR-VEHICLE AMOUNT DATE OF NIS CTHER INCLUDED MAJURITY (X 10419	TFUJHHDR9NLAW8439	TACHMENTS, ACCESSORIES, ADDITIONS AND ALL PROCEEDS TS. 24-12289		GEORGETOWN
	TOTAL MOTOR VEHICLE PAGES 2	RIRST GIVEN NAME	GIFFT EXPRESS INC.	38 SIMPSON RD	FIRST GIVEN NAME	GIFFT EXPRESS INC.	27 SPLIT RAIL RD	1519950 ONTARIO INC. O/A	25 CLARK BLVD	TON MOTOR SX EQUIPMENT ACCOUNTS OTHER IN	MODELS FW2	COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12289	BDSL -24-12289	162 GUELPH ST UNIT 106
FILE NUMBER 506228652	CAUTION PAGE TO FILING NO. OF PA 001 2	DEBTOR	NAME BUSTNESS NAME	ADDRESS	DATE OF BIRTH	NAME BUSTNESS NAME	ADDRESS	SECURED PARTY /	DTEN CLATHANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQ	YEAR MAKE 1 MOTOR 2022 FREIGHTLINER 2 VEHICLE	GENERAL COMPLETE WIT COLLATURAL EXCHANGES, R DESCRIPTION THEREOF INCL	REGISTERING AGENTI	ADDRESS
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CERTIFIED BY/CERTIFIÉES PAR V. Owintamilla W. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES (cr)1fv 05/2022)

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



ID : 20240812172540.11 RUN DATE : 2024/08/12 RUN NUMBER: 225

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

CERTIFICATE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

ON: GIFFT EXPRESS INC.
11AUG 2024

TYPE OF SEARCH SEARCH ON

FILE CURRENCY

FILE NUMBER

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION RILLING NO. OF PAGES SCHEDULE 20240610 1504 2758 4642 UNDER PERIOD 20240610 1504 2758 4642 SURNAME FIRST GIVEN NAME 506228652 00 01

ONTARIO CORPORATION NO. MISSISSAUGA TPINE LEASING CAPITAL CORPORATION INTUTAL 6050 DIXIE ROAD BUSINESS NAME ADDRESS DATE OF BIRTH DEBTOR NAME 02 04

LST 1A6

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ONTARIO CORPORATION NO.

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

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ADDRESS SECURED PARTY / 07 80

ADDRESS GOTH AMERATH CHASSIBLICATHON

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YEAR MAKE MOTOR

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V.H.W.

MODEL

GENERAL VEHICLE 11

DESCRIPTION COLLATERAL 13 14 15

REGISTERING AGENT 16 17

ADDRESS

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

CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W.

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

(crj1fv 05/2022

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RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

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

CERTIFICATE

REPORT : PSSR060

1767)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

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	FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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	FON REGISTERED REG UNDER 2758 4648 R RSLA	SURNAME	ONTAREO	BOLTON	SURNAME		BRAMPTON	ENIUM TIRE CENTRE	BRAMPTON	O.R.	LFUJHHDR3MLMT9498	, ACCESSORIES, AND ALL PROCEEDS 291		GEORGETOWN
	MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME INITIAL SI	GIFFT EXPRESS INC.	38 SIMPSON ROAD	FIRST GIVEN NAME	GIFFT EXPRESS INC.	27 SPLIT RAIL RD	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	25 CLARK BLVD	TON MOTOR VEHICLE AMOUNT DATE OF ORY EQUIPMENT ACCOUNTS OTHER INCLUDED X 1310	MODEL FW2	COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12291	BDSL - 24-12291	106-162 GUELPH ST
FILE NUMBER 506231514	CAUTION PAGE TOTAL FILLING NO. OF PAGES 001 2	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	SECURED PARTY /	TIEN CLAIMANT	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUII	YEAR MAKE MOTOR 2021 FREIGHTLINER VEHICLE	GENERAL COMPLETE WITH P COLLATERAL EXCHANGES, REPI DESCRIPTION THEREOF INCLUDI	REGISTERING REKNUT	ADDRESS
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CERTIFIED BY/CERTIFIÉES PAR V. Quintanilla W. REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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



(crj1fv 05/2022)

ID : 20240812172540.11 RUN DATE: 2024/08/12 RUN NUMBER: 225

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

ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE

1768)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

CAUTION FAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION (10.0) OF PAGES SCHEDULE NUMBER (10.0) 2 20240610 1658 2758 4648 NUMBER 20240610 1658 2758 4648 FILE NUMBER 506231514 00 0

ONTARIO CORPORATION NO. SURNAME TPINE LEASING CAPITAL CORPORATION TNITTAL FIRST GIVEN NAME BUSINESS NAME DATE OF BIRTH NAME DEBTOR 03

SURNAME INITHAE FIRST GIVEN NAME DATE OF BIRTH

6050 DIXIE ROAD

ADDRESS

04

L5T 1A6

MISSISSAUGA

ONTARIO CORPORATION NO.

BUSINESS NAME DEBTOR NAME 05 0.7

ADDRESS 80

ADDRESS SECURED PARTY / LIEN CLAIMANT 60

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MODEL

YEAR MAKE MOTOR VEHICLE 11

COLLATERAL GENERAL 13 14 15

DESCRIPTION

REGISTERING AGENT 16 17

ADDRESS

*** FOR FURTHER INFORMATION; CONTACT THE SECURED PARTY; *** **4 ****

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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CONTINUED ...

(crj1fv 05/2022)

Ontario 😿

ID : 20240812172540.11 RUN NUMBER: 225 RUN DATE: 2024/08/12

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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10 17**69**) REPORT : PSSR060

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

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	REGISTERED REGISTRATION UNDER PERIOD P PPSA 5		ONTARTO CORPORATION NO	NO		ONTARTO CORPORATITON NO.	NO		NO	NO FIXED				NO
	REGISTRATION REG NUMBER 20240410 1406 1462 9502	SURNAME		BRAMPTON	SURNAME		BRAMPTON		HAMILTON	E AMOUNT DATE OF MATURITY	V: F.N.	OW OWNED OR HEREAFTER I ACCOUNTS, CONTRACT R, DOCUMENTS,		HAMILTON
	MOTOR VEHICLE SCHEDULE	FIRST GIVEN NAME	GIFFT EXPRESS INC.	27 SPLIT RAIL ROAD	FIRST GIVEN NAME	GIFFT EXPRESS INC	27 SPLIT RAIL ROAD	SMART FLEET FUNDING INC	1 HUNTER STREET, SUITE 200	TION MOTOR-VEHICLE AMOUNT TTORY EQUIDMENT ACCOUNTS OTHER INCLUDED X X X	MODEL	ALL PRESENTLY EXISTING OR HEREAFTER ARISING, NOW OWNED OR HEREAFTER ACQUIRED ACCOUNTS, ACCOUNTS RECEIVABLE, DEPOSIT ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, ELECTRONIC CHATTEL PAPER, DOCUMENTS,	SMART FLEET FUNDING INC	1 HUNTER STREET, SUITE 200
504321552	CAUTION PAGE TOTAL FILLING NO. OF PAGES 01 003	DATE OF BIRTH	NAME BUSINESS NAME	ADDRESS	DATE OF BIRTH	NAME BUSTNESS NAME	ADDRESS	SECURED PARTY /	đ.	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUI	YEAR MAKE MOTOR VEHICIE	GENERAL ALL PRESENTLY COLLATERAL ACQUIRED ACCOUR DESCRIPTION RIGHTS, CHATTE	REGISTERING AGRNT	ADDRESS
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CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W.

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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CONTINUED...

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

(crj1fv 05/2022)



ID : 20240812172540.11 RUN DATE: 2024/08/12 RUN NUMBER: 225

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

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

ENQUIRY RESPONSE CERTIFICATE

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11 1770) REPORT : PSSR060

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

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 NUMBER 20240410 1406 1462 9502 P PPS FILE NUMBER 504321552 00 01

SURNAME NIVAS SATHYAN TNTTTAL. P FIRST GIVEN NAME PRINCE DATE OF BIRTH 30MAY1978

ONTARIO CORPORATION NO. BRAMPTON 27 SPLIT RAIL ROAD ADDRESS BUSINESS NAME DEBTOR NAME 02 04

ONTARIO CORPORATION NO. SURNAME INTUTAL FIRST GIVEN NAME PRINCE BUSTNESS NAME DATE OF BIRTH 30MAY1978

BRAMPTON 1 ALLANHURST CRES ADDRESS

ADDRESS

SECURED PARTY / LTEN CLAIMANT

DEBTOR NAME

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NO FIXED MATURITY DATE CONSUMER MOUNT DATE OF GOODS INVENTIORY BOUTPMENT, ACCOUNTS OTHER INCLUDED MATURITY OR COLHAMERAL CHASSIFICAMION CONSUMER

MODEL YEAR MAKE VEHICLE MOTOR 11

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INSTRUMENTS, RESERVES, RESERVE ACCOUNTS, REBATES, AND GENERAL INTANGIBLES, AND ALL BOOKS AND RECORDS PERTAINING TO ACCOUNTS AND ALL PROCEEDS OF THE FOREGOING PROPERTY. NOTE DEBTOR HAS AGREED, DESCRIPTION COLLIATERAL GENERAL

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HAMILTON 1 HUNTER STREET, SUITE 200 SMART FLEET FUNDING INC ADDRESS REGISTERING AGENT 16 17

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

CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W.

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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(crj1fv 05/2022)



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

REPORT : PSSR060 PAGE

1771)

BUSINESS DEBTOR	GIFFT EXPRESS INC.	1AUG 2024	
TYPE OF SEARCH . B	SEARCH CONDUCTED ON : G	FELF GURRENCY	

		Ŋ			ON::NO:							L8N3W1
		REGISTERED REGISTRATION UNDER 5	тисоходору		:ONIPAR FOS-CORPORAGEONS-MO:			NO FIXED Y OR MAITURITY DATE				NO
		REGISTRATION NUMBER 20240410 1406 1462 9502	SURNAME	CHDINAME				T.E. AMOUNT DATE OF MATORITY	V.I.W	ETWEEN DEBTOR AND		HAMILTON
INC.	STATEMENT // CLAIM FOR LIEN	MOTOR VEHICLE SCHEDULE 2(FIRST GIVEN NAME INITIAL	TRETHETINE STAKEN SETTING				MOTOR VEHICLE AMOUNT BOULPMENT ACCOUNTS OTHER INCLUDED	MODEL	PURSUANT TO A COMMERCIAL SECURITY AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED ABOVE.	SMART FLEET FUNDING INC	1 HUNTER STREET, SUITE 200
SEARCH CONDUCTED ON : GIFFT EXPRESS INC FILE CURRENCY : 11AUG 2024	FORM 1C FINANCING STATEMENT / FILLE NUMBER 504321552	CAUTION PAGE TOTAL FILING NO. OF PAGES 03	DESTOR BUSTNESS NAME	ADDRESS Name over benome	AME	ADDRESS	SECURED PARTY / LIEN CLAIMANT ADDRESS	COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIP	MOTOR WAKE WAKE	GENERAL PURSUANT TO A CC COLLATERAL SECURED PARTY, DESCRIPTION ABOVE.	REGISTERING STRING	ADDRESS
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CERTIFIED BY/CERTIFIÉES PAR V. Quintanilla W.

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

(crj1fv 05/2022) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES



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

CERTIFICATE

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> GIFFT EXPRESS INC. 11AUG 2024 BUSINESS DEBTOR TYPE OF SEARCH
> SEARCH CONDUCTED ON:

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

ONTARIO CORPORATION NO. ON LEF 1A6 ONWARTO CORPORATION NO. CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION RILLING NO. OF PAGES SCHEDULE 20240404 1105 2771 0754 R RSLA 01 MATURITY DATE NO N ő NO FIXED MOTOR VEHICLE AMOUNT DATE OF ER INCLUDED MATURITY OR X 4V4NC9EH6MN281797 MISSISSAUGA BRAMPTON BRAMPTON EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS SURNAME SURNAME COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, V.I.V. TPINE LEASING CAPITAL CORPORATION INTTIAL TIMITAL GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X NEW MILLENIUM TIRE CENTRE MODEL 760 GIFFT EXPRESS INC FIRST GIVEN NAME FIRST GIVEN NAME 27 SPLIT RAIL RD 25 CLARK BLVD 6050 DIXIE RD SECURED PARTY /
LIEN CLAIMANT
ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLIAMERAL CHASSIELCARION DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2021 VOLVO FILE NUMBER 504139662 CONSUMER COLLATERAL GENERAL DEBTOR NAME DEBTOR NAME VEHITCLIFE MOTOR 11 13 14 15 00 10 02 04 05 80 60 01 0.7

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THEREOF INCLUDING DESCRIPTION

REGISTERING AGENT 16 17

ADDRESS

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fv 05/2022)



ID : 20240812172540.11 RUN DATE: 2024/08/12 RUN NUMBER: 225

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

CERTIFICATE

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ONTARTO CORPORATION NO.
ON LEH 1A7 ONTARIO CORPORATION NO. CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION RILLING NO. OF PAGES SCHEDULE 20240404 1105 2771 0754 UNDER PERIOD OAKVILLE NUMBER 20240404 1105 2771 0754 SURNAME SURNAME FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN INITATI TNITTEAL 102-1465 NOTH SERVICE RD E BENNINGTON FINANCIAL CORP FIRST GIVEN NAME FIRST GIVEN NAME BUSINESS DEBTOR GIFFT EXPRESS INC. 11AUG 2024 BUSTNESS NAME ADDRESS ADDRESS BUSINESS NAME DATE OF BIRTH DATE OF BIRTH SECURED PARTY / FILE NUMBER 504139662 TYPE OF SEARCH
SEARCH CONDUCTED ON:
FILE CURRENCY DEBTOR DEBTOR NAME NAME 00 01 02 04 05 07 08

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YEAR MAKE

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GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

ADDRESS

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CONSUMER

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CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÊS MOBILIÈRES

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(crj1fv 05/2022

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

ADDRESS

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AGENT

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Ontario 😿

RUN DATE: 2024/08/12 ID: 20240812172540.11 RUN NUMBER: 225

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

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1774)

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

GIFFT EXPRESS INC

11AUG 2024

BUSINESS DEBTOR

	MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION SCHEDULE NUMBER 01 20240404 1136 2771 0755 R RSLA 01	SURIXAME
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ONTARTO CORPORATION NO.

ON L6X 4R8 ON THE 6C7 L6W 1X4 ONTARIO CORPORATION NO. NO THOMMIKATTI PHILIP BRAMPTON BRAMPTON SURNAME CALGARY INTERT NEW MILLENIUM TIRE CENTRE 35 PANATELLA MEWS NM GIFFT EXPRESS INC FIRST GIVEN NAME 27 SPLIT RAIL RD 25 CLARK BLVD REJOY BUSINESS NAME ADDRESS ADDRESS ADDRESS BUSTINESS NAME DATE OF BIRTH 09JUL1983 SECURED PARTY / DEBTOR NAME NAME

MATORITY DATE NO FIXED MOTOR VEHICLE. AMOUNT DATE OF IER INCLUDED MATURITY OR X 10000 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED COLLATERAL CLASSIFICATION CONSUMER 10

V.T.N. 3AKJHHDR6LSLR4382 MODEL YEAR WAKE 2020 FREIGHFLINER VEHICLE MOTOR 11

EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS

THEREOF INCLUDING

COLLAMERAL DESCRIPTION

13 14 15

GENERAL

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,

ADDRESS REGISTERING AGENT 16 17

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

CERTIFIED BY/CERTIFIÉES PAR V. Quintonilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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(crj1fv 05/2022)



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

ENQUIRY RESPONSE CERTIFICATE

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16 1775)

* BUSINESS DEBION F GIFFT EXPRESS INC. * 11AUG 2024 SEARCH CONDUCTED ON FILE CURRENCY

BUSINESS DEBTOR

TYPE OF SEARCH

ID : 20240812172540.11 RUN NUMBER: 225 RUN DATE: 2024/08/12

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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FILE NUMBER 504140094

ONTARIO CORPORATION NO.
ON L4W 0A5 MISSISSAUGA SURNAME INTTIAL SURNAME DAIMLER TRUCK FINANCIAL SERVICES CANADA CORP INTLAIL 202-2680 MATHESON BLVD E FIRST GIVEN NAME FIRST GIVEN NAME BUSINESS NAME ADDRESS DATE OF BIRTH DATE OF BIRTH DEBTOR NAME 02 04 05

BUSINESS NAME ADDRESS DEBTOR NAME

0.7

ONTARIO CORPORATION NO:

ADDRESS COLLIAMERAL CHASSIFICATION SECURED PARITY / 08 60

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

CERTIFIED BY/CERTIFIÉES PAR V. Ownstavilla W

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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

ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE

1776)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 502943526

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CAUTION FACE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILING NO. OF PAGES SCHEDULE 20240223 1224 1901 3916 R RSLA 01

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ONTARIO CORPORATION NO.
ON LEX 4R8 BRAMPTON SURNAME INTHIAL 27 SPLIT RAIL ROAD GIFFT EXPRESS INC FIRST GIVEN NAME BUSINESS NAME ADDRESS DATE OF BIRTH NAME DEBTOR 02 04

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

CERTIFICATE

1777)

REPORT : PSSR060

* BUSINESS DEBTOR * GIFFT EXPRESS INC. * 11AUG 2024 SEARCH CONDUCTED ON FILE CURRENCY

BUSINESS DEBTOR

TYPE OF SEARCH

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 502943679

TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PAGES SCHEDULE NUMBER UNDER PERIOD RSLA UNDER NUMBER 20240223 1231 1901 3918 CAUTION PAGE ...
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*** FOR FURTHER INFORMATION; CONTACT THE SECURED PARTY. ***

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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

CERTIFICATE

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REPORT : PSSR060

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

BUSINESS DEBTOR GIFFT EXPRESS INC.

11AUG 2024

TYPE OF SEARCH
SEARCH CONDUCTED ON:
FILE CURRENCY:

FILE NUMBER 502944021

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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION REGISTRATION REGISTRATION REGISTRATION REGISTRATION REGISTRATION REGISTRATION ONLY OF PAGES 1237 1901 3925 R PSIA 01

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20 CONTINUED ...

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES



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

CERTIFICATE

REPORT: PSSR060 PAGE: 20

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* BUSINESS DEBTOR • GIFFT EXPRESS INC. • 11AUG 2024	CING STATEMENT / CLAIM FOR LIEN		PAGE TOTAL NO. OF PAGES 001 1	DATE OF BIRTH FIRST G	BUSINESS NAME GIFFT EX	ADDRESS 27 SPLIT		BUSINESS NAME	ADDRESS	KANAM TI	ADDRESS 2 PERKINS DR	HON ORY EQUIPMENT	уван макв 2016 оттріту	COMPLETE WITH ALL PRESENT AND FUTURE ATTA EXCHANGES, REPLACEMENT PARTS, REPAIRS ADD THEREOF INCLUDING INSURANCE DISBURSEMENTS		
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(cr)1fv 05/2022)

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

CERTIFICATE

REPORT: PSSR060 PAGE: 21

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BUSINESS DEBTOR # GIFFT EXPRESS INC. # 11AUG 2024

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

(crj1fv 05/2022)

22 CONTINUED...

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

ADDRESS

REGISTERING AGENT

16

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

REPORT PAGE

: PSSR060 1781)

> CERTIFICATE BUSINESS DEBTOR TYPE OF SEARCH

SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 502944516

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION REGISTRATION REGISTRATION REGISTRATION REGISTRATION REGISTRATION ONLY OF PAGES SCHEDULE 20240223 1249 1901 3935 R RSLA 01 NUMBER 20240223 1249 1901 3935 00

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DESCRIPTION REGISTERING AGENT 16

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

23



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

ENQUIRY RESPONSE CERTIFICATE

PAGE

REPORT : PSSR060 1782)

> GIFFT EXPRESS INC. 11AUG 2024 TYPE OF SEARCH
> SEARCH CONDUCTED ON:
> FILE CURRENCY:

BUSINESS DEBTOR

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

L7A 3W2 ONTARIO CORPORATION NO. ONTARTO CORPORATION NO. CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PILLING NO. OF PAGES SCHEDULE 20240223 1253 1902 1370 R RSLA 01 MOTOR VEHICLE. AMOUNT DATE OF NO FIXED
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X 8944 Ö V.T.N. BRAMPTON BRAMPTON EXCHANGES, REPLACEMENT PARTS, REPAIRS ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS SURNAME SURNAME COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES KANAM TRUCK AND TRAILER REPAIR SERVICES LTD INTTIAL TNTTAT MODEL PT126SLP GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER 27 SPLIT RAIL ROAD PTRST GIVEN NAME GIFFT EXPRESS INC FIRST GIVEN NAME DR 2 PERKINS ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS YEAR MAKE 2020 FREIGHFLINER COLLIATERAL CHASSIERICATION DATE OF BIRTH DATE OF BIRTH FILE NUMBER 502945407 CONSUMER SECURED PARTY / LIEN CLAIMANT GENERAL. Collateral DESCRIPTION DEBTOR NAME DEBTOR NAME MOTOR VEHICLE 00 01 02 04 90 07 80 60 10 11 13 14 15

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(crj1fv 05/2022) REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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

ADDRESS

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

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REPORT: PSSR060 PAGE: 24

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜHETÉS MOBILIÈRES

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ADDRESS

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

ENQUIRY RESPONSE CERTIFICATE

REPORT PAGE

25 1784) : PSSR060

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

BUSINESS DEBTOR

FILE NUMBER 502946217

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ONTARIO CORPORATION NO: ON LEX 4RB L7A 3W2 ONTARIO CORPORATION NO. CAUTION FACE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO BRAMPTON BRAMPTON NUMBER 20240223 1301 1902 1374 INITIAL SURNAME SURNAME KANAM TRUCK AND TRAILER REPAIR SERVICES LTD INTERIOR 27 SPLIT RAIL ROAD GIFFT EXPRESS INC FIRST GIVEN NAME FIRST GIVEN NAME PR 2 PERKINS ADDRESS BUSINESS NAME ADDRESS BUSINESS NAME ADDRESS COLLIAMERAL CLASSIBICAMION DATE OF BIRTH DATE OF BIRTH SECURED PARTY / DEBTOR NAME DEBTOR NAME 05 02 80 60 01 04 0.7

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REGISTERING AGENT 16 17

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

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V. Owintawilla W (cr)1fv 05/2022 REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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TYPE OF SEARCH SEARCH CONDUCTED

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

REPORT PAGE

26 1785) : PSSR060

> ENQUIRY RESPONSE CERTIFICATE BUSINESS DEBTOR

ONTARIO CORPORATION NO.
ON L6X 4R8 L7A 3W2 ONTARIO CORPORATION NO. CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION FILLING NO. OF PAGES SCHEDULE 20240223 1304 1902 1376 R RSLA 01 MATURITY DATE Ö NO FIXED MOTOR VEHICLE AMOUNT DATE OF HER INCLUDED MATURITY OR X 4724 W.T.N. BRAMPTON BRAMPTON EXCHANGES, REPLACEMENT PARTS, REPAIRS ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS SURNAME SURNAME COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, KANAM TRUCK AND TRAILER REPAIR SERVICES LTD INTTIAL FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN INTERAL GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MODEL 27 SPLIT RAIL ROAD GIFFT EXPRESS INC FIRST GIVEN NAME FIRST GIVEN NAME DR 2 PERKINS * BUSINESS DEBTOR * GIFFT EXPRESS INC. * 11AUG 2024 ADDRESS BUSTNESS NAME ADDRESS ADDRESS BUSTNESS NAME ADDRESS COLLIAMERAL CLASSIFICATION DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2021 VOLV SECURED PARTY / HILE NOMBER CONSUMER 502946289 DESCRIPTION REGISTERING AGENT COLLATERAL DEBTOR NAME FILE CURRENCY NAME DEBTOR MOTOR GENERAL VEHICISE 13 14 15 16 17 00 02 05 08 60 10 11 04 0.7 01

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

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

ID : 20240812172540.11 RUN DATE: 2024/08/12 RUN NUMBER: 225

BUSINESS DEBTOR GIFFT EXPRESS INC.

TYPE OF SEARCH
SEARCH CONDUCTED ON
FILE CURRENCY

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11AUG 2024

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

CERTIFICATE

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REPORT : PSSR060 PAGE

L6X 4R8 L7A 3W2 ONTARIO CORPORATION NO. ONTARIO CORPORATION NO. NO FIXED MATURITY DATE CAUTION FACE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION PELLING NO. OF PAGES SCHEDULE 20240222 1156 1902 0986 R RSLA 01 NO S CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X 9199 U.T.N.: 10YVS253XN6712116 BRAMPTON BRAMPTON EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS INITIAL SURNAME SURNAME COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES THEREOF INCLUDING INSURANCE PROCEEDS AND/OR DISBURSEMENTS KANAM TRUCK AND TRAILER REPAIR SERVICES FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN INTITIAL MODEL VS2 REEFER 27 SPLIT RAIL ROAD GIFFT EXPRESS INC FIRST GIVEN NAME FIRST GIVEN NAME DR 2 PERKINS BUSTNESS NAME ADDRESS ADDRESS ADDRESS BUSINESS NAME ADDRESS COLLIAMERAL CLASSIPICATION Secured Parity / Itten chainant DATE OF BIRTH DATE OF BIRTH YEAR MAKE 2021 UTILLITY FILE NUMBER 502908291 COLLAMBRAL DESCRIPTION REGISTERING NAME DEBTOR DEBTOR NAME GENERAL VEHICLE MOTOR AGENT

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(cr)1fv 05/2022

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT: PSSR060 PAGE: 28

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DES SÜRETÉS MOBILIÈRES
(GITIN 05/2022) CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W

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*** FOR FURTHER INFORMATION, CONTACT THE SECTRED PARTY, ***



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

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

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

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REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES

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