



USD Currency Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000075263

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	4	2021 CASCADIA FREIGHTLINER		3AKJHHDR1MSMW4338 3AKJHHDR8MSMS3964 3AKJHHDR3MSMS4116 3AKJHHDR2MSMW4350 3AKJHHDR0LSLK2075
	1	2020 CASCADIA FREIGHTLINER		
All Equipment, goods and services as further listed on the equipments schedule A attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			July 17, 2023
	Termination Date of Term			January 17, 2027
3. Rental	Rental Installment, payable Monthly, in advance USD			USD \$11,397.36
	GST/HST, if any			USD \$1,481.66
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			USD \$12,879.02
	Other Charges (plus applicable taxes)			USD \$1,000.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	January 16, 2027			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.
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The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

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

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

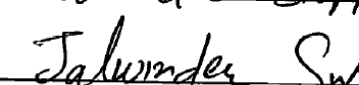
per


Ghasan Deko
Head, Equipment Finance Solution Centre

per


Jalwinder Singh

per


Jalwinder Singh

date

07/17/2023



Schedule 'A'
DESCRIPTION OF EQUIPMENT

This is Schedule 'A' attached to and forming part of Lease No. 320594419 - 201000075263 (the "Lease") between J & R TRANSPORT INC. as Lessee and Royal Bank of Canada as Lessor.

Vendor	Date	Invoice #	USD	equipment
GR Equipment Leasing Inc. / Hirschbach Transportation Services	6/13/2023	060923-3	USD\$88,000.00	2021 CASCADIA FREIGHTLINER 3AKJHHDR1MSMW4338
			USD\$88,000.00	2021 CASCADIA FREIGHTLINER 3AKJHHDR8MSMS3964
GR Equipment Leasing Inc. / Hirschbach Transportation Services	28-Jun-23	061323-2	USD\$88,000.00	2021 CASCADIA FREIGHTLINER 3AKJHHDR3MSMS4116
			USD\$88,000.00	2021 CASCADIA FREIGHTLINER 3AKJHHDR2MSMW4350
GR Equipment Leasing Inc. / Hirschbach Transportation Services	20-Mar-23	Bill of Sale VIN 3AKJHHDROLSLK2075	USD\$72,075.00	2020 CASCADIA FREIGHTLINER 3AKJHHDROLSLK2075
			USD \$424,075.00	

ROYAL BANK OF CANADA


Ghassan Deko
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

By: 
(authorized signature & title)

By: 
(authorized signature & title)



USD Rental Statement

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000075263	USD \$424,075.00	0.02688
RENTAL		USD \$11,397.36
GST/HST *		USD \$1,481.66
PST/QST *		\$0.00
SUB TOTAL		USD \$12,879.02
ADMINISTRATION FEE		USD \$1,000.00
GST/HST *		\$130.00
PST/QST *		\$0.00
SUB TOTAL		USD \$1,130.00
TOTAL DUE ON July 17, 2023 (to be debited from your account)		USD \$14,009.02

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$12,879.02** will be debited from your account on the **17th** of each month starting **August 17, 2023** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh
(authorized signatory and title)

Per: Jalwinder Singh
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

The purpose of the Corporate Payment Service Agreement between J & R TRANSPORT INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions:

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000075263 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning July 17, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Branch Address	
Transit Number of Financial Institution and Branch	01842 003
Account Number	4001467

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

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

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

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

Dated the 17 day of JULY, 2023

ROYAL BANK OF CANADA

Per: 
 Ghassan Deko
 Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

Per: 

Per: _____

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000075263	USD \$11,397.36	USD \$1,481.66	USD \$0.00	USD \$12,879.02

Goods & Services Tax No: 105 248 165

Revision (03/2023)

® Registered trademark of Royal Bank of Canada

**Leasing Schedule – USD**

(Common Law)

Lessee # 320594419 Lease # 201000075667

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	8	2021 FREIGHTLINER TRACTOR TRUCK	CASCADIA	3AKJHHDR7MSMS4197 3AKJHHDR0MSMW4380 3AKJHHDR1MSMS3806 3AKJHHDR3MSMS3967 3AKJHHDR2MSMW4381 3AKJHHDRXMSMS4131 3AKJHHDR3MSMW4373 3AKJHHDR8MSMW4367
2. Term	Term (in months)			42
	Commencement Date of Term			August 4, 2023
	Termination Date of Term			February 4, 2027
3. Rental	Rental Installment, payable Monthly, in advance			USD \$18,565.16
	GST/HST, if any			USD \$2,413.47
	PST/QST, if any			USD \$0.00
	Total Monthly Rental Installment			USD \$20,978.63
	Other Charges (plus applicable taxes)			USD \$1,000.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	February 3, 2027			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

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

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

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

per

Ghassan Deko

Head, Equipment Finance Solution Centre

per

Jalwinder Singh, DIRECTOR

per

date

08/07/2023



Rental Statement - USD

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000075667	USD \$691,000.00	0.026867
RENTAL		USD \$18,565.16
GST/HST *		USD \$2,413.47
PST/QST *		USD \$0.00
SUB TOTAL		<u>USD \$20,978.63</u>
ADMINISTRATION FEE		USD \$1,000.00
GST/HST *		USD \$130.00
PST/QST *		USD \$0.00
SUB TOTAL		<u>USD \$1,130.00</u>
TOTAL DUE ON August 4, 2023 (to be debited from your account)		<u>USD \$22,108.63</u>

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$20,978.63** will be debited from your account on the **4th** of each month starting **September 4, 2023** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, Director
(authorized signatory and title)

Per: _____
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000075667 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning August 4, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution ROYAL BANK OF CANADA
 Transit Number of Financial Institution and Branch 01842 003
 Account Number 4001467

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

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

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

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

Dated the 07 day of AUGUST, 2023

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

Per: 
 Ghassan Deko
 Head, Equipment Finance Solution Centre

Per:  DIRECTOR

Per: _____

Royal Bank of Canada
 5575 North Service Rd., Suite 300
 Burlington, ON L7L 6M1
 Tel: 1-866-876-3872

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000075667	USD \$18,565.16	USD \$2,413.47	\$0.00	USD \$20,978.63

Goods & Services Tax No: 105 248 165

Revision (03/2023)



USD Currency Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000075881

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	5	2021 FREIGHTLINER CASCADIA Tractor		3AKJHHDR6MSMW4366 3AKJHHDR1MSMW4369 3AKJHHDR8MSMW4370 3AKJHHDRXMSMS4193 3AKJHHDR1MSMS3739
2. Term	Term (in months)	42		
	Commencement Date of Term	August 17, 2023		
	Termination Date of Term	February 17, 2027		
3. Rental	Rental Installment, payable Monthly, in advance USD	USD \$11,562.23		
	GST/HST, if any	USD \$1,503.09		
	PST/QST, if any	\$0.00		
	Total Monthly Rental Installment	USD \$13,065.32		
	Other Charges (plus applicable taxes)	\$500.00		
4. Option to Purchase	Option to Purchase Date	February 16, 2027	Purchase Price	USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

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

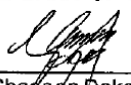
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust,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

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

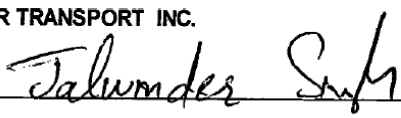
ROYAL BANK OF CANADA

J & R TRANSPORT INC.

per


Ghassan Deko
Head, Equipment Finance Solution Centre

per


Jalwinder Singh

per

date



USD Rental Statement

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000075881	USD \$430,000.00	0.02689
RENTAL		USD \$11,562.23
GST/HST *		USD \$1,503.09
PST/QST *		\$0.00
SUB TOTAL		<u>USD \$13,065.32</u>
ADMINISTRATION FEE		USD \$500.00
GST/HST *		USD \$65.00
PST/QST *		\$0.00
SUB TOTAL		<u>USD \$565.00</u>
TOTAL DUE ON August 17, 2023 (to be debited from your account)		<u>USD \$13,630.32</u>

**Taxes are calculated based on equipment location.*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$13,065.32 USD** will be debited from your account on the **17th** of each month starting **September 17, 2023** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh

(authorized signatory and title)

Per: _____

(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

© Registered trademark of Royal Bank of Canada.



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000075881 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning August 17, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Branch Address	
Transit Number of Financial Institution and Branch	01842 003
Account Number	4001467

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

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

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

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


Dated the 16 day of Aug, 2023

ROYAL BANK OF CANADA

Per: 
 Ghassan Deko
 Head, Equipment Finance Solution Centre

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

J & R TRANSPORT INC.

Per: 

Per: _____

Lessee No.	Lease No.	Rental Amount	GST/IST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000075881	USD \$11,562.23	USD \$1,503.09	\$0.00	USD \$13,065.32

Goods & Services Tax No: 105 248 165

Revision (03/2023)

USD Currency Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000076107



Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	2	2021 FREIGHTLINER CASCADIA TRACTOR		3AKJHHDR2MSMS4124 3AKJHHDRXMSMS3738
All Equipment, goods and services as further listed on the equipment schedule Attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			September 1, 2023
	Termination Date of Term			March 1, 2027
3. Rental	Rental Installment, payable Monthly, in advance USD			USDS\$4,287.59
	GST/HST, if any			USDS\$557.39
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			USDS\$4,844.98
	Other Charges (plus applicable taxes)			USDS\$500.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	February 28, 2027			USDS\$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate

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

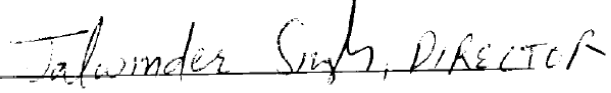
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust,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

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

ROYAL BANK OF CANADA

per 
Ghasan Deko
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

per  DIRECTOR

per _____

date 01/06/23




Schedule 'A'
DESCRIPTION OF EQUIPMENT

This is Schedule 'A' attached to and forming part of Lease No. 320594419 - 201000076107 (the "Lease") between J & R TRANSPORT INC. as Lessee and Royal Bank of Canada as Lessor.

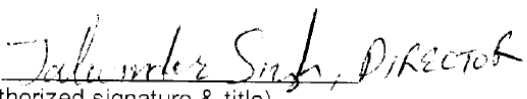
Vendor	Date	Invoice #	USD Amount	Equipment
GR Equipment Leasing Inc./ Hirschbach Transportation Services	8/7/2023	080723-1	\$172,000.00	(2) 2021 FREIGHTLINER CASCADIA TRACTOR
		Finance amount USD	USD \$159,482.00	3AKJHHDR2MSMS4124 3AKJHHDRXMSMS3738

ROYAL BANK OF CANADA



Ghassan Deko
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

By: 
(authorized signature & title)

By: _____
(authorized signature & title)



USD Currency Rental Statement

J & R TRANSPORT INC.
 58 RAVENCLIFFE CRT
 BRAMPTON, Ontario
 L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000076107	USD \$159,482.00	0.02688
RENTAL		USD \$4,287.59
GST/HST *		USD \$557.39
PST/QST *		\$0.00
SUB TOTAL		USD \$4,844.98
ADMINISTRATION FEE		USD \$500.00
GST/HST *		USD \$65.00
PST/QST *		\$0.00
SUB TOTAL		USD \$565.00
TOTAL DUE ON September 1, 2023 (to be debited from your account)		USD \$5,409.98

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$4,844.98** will be debited from your account on the **1st** of each month starting **October 1, 2023** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Johnston Smith, Director
 (authorized signatory and title)

Per: _____
 (authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

The purpose of the Corporate Payment Service Agreement between J & R TRANSPORT INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions:

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000076107 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning September 1, 2023. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Branch Address	_____
Transit Number of Financial Institution and Branch	01842 003
Account Number	4001467

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

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

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

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

Dated the 06 day of SEP, 2023

ROYAL BANK OF CANADA

Per: [Signature]
 Ghassan Deko
 Head, Equipment Finance Solution Centre

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

J & R TRANSPORT INC.

Per: [Signature], DIRECTOR

Per: _____

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000076107	USD\$4,287.59	USD\$557.39	USD\$0.00	USD\$4,844.98

Goods & Services Tax No: 105 248 165

Revision (03/2023)

© Registered trademark of Royal Bank of Canada

Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000080735



Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	4	2018 Utility trailers	Reefer	1UYVS2538J2369131 1UYVS2537J2994703 1UYVS253XJ2994727 1UYVS2537J2369122
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC. Invoice#1002011 dated 06/03/2024 and Invoice#1002001 dated 05/20/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			June 13, 2024
	Termination Date of Term			December 13, 2027
3. Rental	Rental Installment, payable Monthly, in advance			USD \$3,225.61
	GST/HST, if any			USD \$419.33
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			USD \$3,644.94
	Other Charges (plus applicable taxes)			USD \$875.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	December 12, 2027			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.
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The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

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

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

per Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

per Jalwinder Singh, DIRECTOR
per Jalwinder Singh, DIRECTOR
date 06/13/2024



Rental Statement

J & R TRANSPORT INC.
 58 RAVENCLIFFE CRT
 BRAMPTON, Ontario
 L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000080735	USD \$120,000.00	0.02688
RENTAL		USD \$3,225.61
GST/HST *		USD \$419.33
PST/QST *		\$0.00
SUB TOTAL		USD \$3,644.94
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON June 13, 2024 (to be debited from your account)		USD \$4,633.69

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$3,644.94** will be debited from your account on the **13th** of each month starting **July 13, 2024** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh / DIRECTOR
 (authorized signatory and title)

Per: Jalwinder Singh / DIRECTOR
 (authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
ADDRESS: 58 RAVENCLIFFE CRT
CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000080735 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning June 13, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch 01842 003
Account Number 4002333

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

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

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

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

Dated the 13 day of JUNE, 2024

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

Per: Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

Per: Jalwinder Singh, DIRECTOR
Per: _____

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000080735	USD \$3,225.61	USD \$419.33	\$0.00	USD \$3,644.94

Goods & Services Tax No: 105 248 165

Revision (11/2023)



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Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000081051

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	6	2018 Utility Trailers	Reefer	1UYVS2533J2369327 1UYVS2535J2369152 1UYVS2533J2369165 1UYVS2532J2198313 1UYVS2533J2994732 1UYVS2537J2198162
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC. Invoice# 1002008 dated 06/11/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			June 19, 2024
	Termination Date of Term			December 19, 2027
3. Rental	Rental Installment, payable Monthly, in advance			USD \$4,838.42
	GST/HST, if any			USD \$628.99
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			USD \$5,467.41
	Other Charges (plus applicable taxes)			USD \$875.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	December 18, 2027			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

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

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

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

ROYAL BANK OF CANADA
per Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.
per Jalwinder Singh, DIRECTOR
per Jalwinder Singh, DIRECTOR
date _____



J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

Rental Statement

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000081051	USD \$180,000.00	0.02688
RENTAL		USD \$4,838.42
GST/HST *		USD \$628.99
PST/QST *		\$0.00
SUB TOTAL		USD \$5,467.41
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON June 19, 2024 (to be debited from your account)		USD \$6,456.16

*Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$5,467.41** will be debited from your account on the **19th** of each month starting **July 19, 2024** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement¹⁵⁷ (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
ADDRESS: 58 RAVENCLIFFE CRT
CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000081051 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning June 19, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch 01842 003
Account Number 4002333

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

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

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

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

Dated the 19th day of JUNE, 2024

ROYAL BANK OF CANADA

Per: Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
Per: Jalwinder Singh, DIRECTOR

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000081051	USD \$4,838.42	USD \$628.99	\$0.00	USD \$5,467.41

Goods & Services Tax No: 105 248 165

Revision (11/2023)



Leasing Schedule ¹⁵⁹

(Common Law)

Lessee # 320594419 Lease # 201000081269

AMOUNTS REFERENCED ON PAYMENT SCHEDULE ARE IN USD

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2020 Volvo Truck	VNL760	4V4NC9EH4LN202237
	1	2019 Volvo Truck	VNL760	4V4NC9EH3KN193755
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC Invoice# 1002027 dated 06/18/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			June 26, 2024
	Termination Date of Term			December 26, 2027
3. Rental	Rental Installment, payable Monthly, in advance			Refer Payment Schedule
	GST/HST, if any			Refer Payment Schedule
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			Refer Payment Schedule
	Other Charges (plus applicable taxes)			USD \$875.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	December 25, 2027			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

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

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

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

ROYAL BANK OF CANADA
 per Jorge Useche
 Jorge Useche
 Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.
 per Jalwinder Singh, DIRECTOR
 per Jalwinder Singh, DIRECTOR
 date 06/26/2024



Rental Statement

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000081269	USD \$148,000.00	N/A
RENTAL		USD \$14,800.00
GST/HST *		USD \$1,924.00
PST/QST *		\$0.00
SUB TOTAL		USD \$16,724.00
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON June 26, 2024 (to be debited from your account)		USD \$17,712.75

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Please refer to the Payment Schedule for your subsequent payments.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

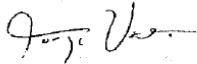
Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

This is the Payment Schedule attached to and forming part of Lease No. 320594419-201000081269 (the "Lease") between J & R TRANSPORT INC. as Lessee and Royal Bank of Canada as Lessor.

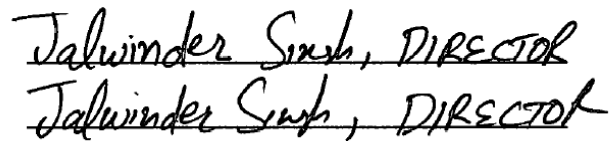
Number of Rentals	From (Inclusive)	To (Inclusive)	Amount of each Rental Payment	GST/HST	PST/QST	Total Rental Payment
1	26-Jun-2024	25-Jul-2024	\$14,800.00	\$1,924.00	\$0.00	\$16,724.00
1	26-Jul-2024	25-Aug-2024	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Aug-2024	25-Sep-2024	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Sep-2024	25-Oct-2024	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Oct-2024	25-Nov-2024	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Nov-2024	25-Dec-2024	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Dec-2024	25-Jan-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jan-2025	25-Feb-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Feb-2025	25-Mar-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Mar-2025	25-Apr-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Apr-2025	25-May-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-May-2025	25-Jun-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jun-2025	25-Jul-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jul-2025	25-Aug-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Aug-2025	25-Sep-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Sep-2025	25-Oct-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Oct-2025	25-Nov-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Nov-2025	25-Dec-2025	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Dec-2025	25-Jan-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jan-2026	25-Feb-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Feb-2026	25-Mar-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Mar-2026	25-Apr-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Apr-2026	25-May-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-May-2026	25-Jun-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jun-2026	25-Jul-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jul-2026	25-Aug-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Aug-2026	25-Sep-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Sep-2026	25-Oct-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Oct-2026	25-Nov-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Nov-2026	25-Dec-2026	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Dec-2026	25-Jan-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jan-2027	25-Feb-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Feb-2027	25-Mar-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Mar-2027	25-Apr-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Apr-2027	25-May-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-May-2027	25-Jun-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jun-2027	25-Jul-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Jul-2027	25-Aug-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Aug-2027	25-Sep-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Sep-2027	25-Oct-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Oct-2027	25-Nov-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Nov-2027	25-Dec-2027	\$3,675.03	\$477.75	\$0.00	\$4,152.78
1	26-Dec-2027	25-Jan-2028	\$1.00	\$0.13	\$0.00	\$1.13

Initialed by
Royal Bank of Canada:



Jorge Useche
Head, Equipment Finance Solution Centre

Initialed by
J & R TRANSPORT INC.





Corporate Payments Service Agreement¹⁶² (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
ADDRESS: 58 RAVENCLIFFE CRT
CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000081269 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning June 26, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch 01842 003
Account Number 4002333

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

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

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

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

Dated the 26 day of JUNE, 2024

ROYAL BANK OF CANADA

Per: Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
Per: Jalwinder Singh, DIRECTOR

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000081269	Refer Payment Schedule	Refer Payment Schedule	\$0.00	Refer Payment Schedule

Goods & Services Tax No: 105 248 165

Revision (11/2023)



164
Leasing Schedule

(Common Law)
Lessee # 320594419 Lease # 201000081382
Payments noted in Payment Schedule are in USD

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	2	2021 Freightliner trucks	Cascadia	3AKJHHDV8MSMS0978 3AKJHHDV2MSMS1060
	1	2020 Volvo truck	VNL 760	4V4NC9EH7LN228783
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC. Invoice#1002021 dated 06/14/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			July 3, 2024
	Termination Date of Term			January 3, 2028
3. Rental	Rental Installment, payable Monthly, in advance			Refer Payment Schedule
	GST/HST, if any			Refer Payment Schedule
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			Refer Payment Schedule
	Other Charges (plus applicable taxes)			USD \$875.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	January 2, 2028			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate

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

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

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

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

per Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

per Jalwinder Singh, DIRECTOR

per Jalwinder Singh, DIRECTOR

date _____



Rental Statement

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000081382	USD \$260,000.00	N/A
RENTAL		USD \$26,000.00
GST/HST *		USD \$3,380.00
PST/QST *		\$0.00
SUB TOTAL		USD \$29,380.00
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON July 3, 2024 (to be debited from your account)		USD \$30,368.75

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Please refer to the Payment Schedule for your subsequent payments.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

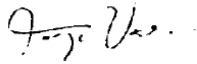
GST/HST/PST/QST NO. 105248165 RT0001

Payment Schedule

This is the Payment Schedule attached to and forming part of Lease No. 320594419-201000081382 (the "Lease") between J & R TRANSPORT INC. as Lessee and Royal Bank of Canada as Lessor.

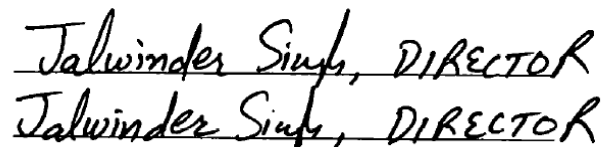
Number of Rentals	From (Inclusive)	To (Inclusive)	Amount of each Rental Payment	GST/HST	PST/QST	Total Rental Payment
1	3-Jul-2024	2-Aug-2024	\$26,000.00	\$3,380.00	\$0.00	\$29,380.00
1	3-Aug-2024	2-Sep-2024	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Sep-2024	2-Oct-2024	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Oct-2024	2-Nov-2024	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Nov-2024	2-Dec-2024	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Dec-2024	2-Jan-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jan-2025	2-Feb-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Feb-2025	2-Mar-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Mar-2025	2-Apr-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Apr-2025	2-May-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-May-2025	2-Jun-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jun-2025	2-Jul-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jul-2025	2-Aug-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Aug-2025	2-Sep-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Sep-2025	2-Oct-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Oct-2025	2-Nov-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Nov-2025	2-Dec-2025	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Dec-2025	2-Jan-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jan-2026	2-Feb-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Feb-2026	2-Mar-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Mar-2026	2-Apr-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Apr-2026	2-May-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-May-2026	2-Jun-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jun-2026	2-Jul-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jul-2026	2-Aug-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Aug-2026	2-Sep-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Sep-2026	2-Oct-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Oct-2026	2-Nov-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Nov-2026	2-Dec-2026	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Dec-2026	2-Jan-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jan-2027	2-Feb-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Feb-2027	2-Mar-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Mar-2027	2-Apr-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Apr-2027	2-May-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-May-2027	2-Jun-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jun-2027	2-Jul-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jul-2027	2-Aug-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Aug-2027	2-Sep-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Sep-2027	2-Oct-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Oct-2027	2-Nov-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Nov-2027	2-Dec-2027	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Dec-2027	2-Jan-2028	\$6,463.70	\$840.28	\$0.00	\$7,303.98
1	3-Jan-2028	2-Feb-2028	\$1.00	\$0.13	\$0.00	\$1.13

Initialed by
Royal Bank of Canada:



Jorge Useche
Head, Equipment Finance Solution Centre

Initialed by
J & R TRANSPORT INC.


Jalwinder Singh, DIRECTOR
Jalwinder Singh, DIRECTOR



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Corporate Payments Service Agreement
(Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

The purpose of the Corporate Payment Service Agreement between J & R TRANSPORT INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions:

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000081382 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning July 3, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch	01842 003
Account Number	4002333

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

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

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

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

Dated the 3rd day of JULY, 2024

ROYAL BANK OF CANADA

J & R TRANSPORT INC.

Per: Jorge Useche
 Jorge Useche
 Head, Equipment Finance Solution Centre

Per: Jalwinder Singh, DIRECTOR
 Per: Jalwinder Singh, DIRECTOR

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000081382	Refer Payment Schedule	Refer Payment Schedule	\$0.00	Refer Payment Schedule

Goods & Services Tax No: 105 248 165

Revision (11/2023)



Leasing Schedule ¹⁶⁹

(Common Law)

Lessee # 320594419 Lease # 201000081976

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	2	2019 Freightliner	Cascadia	3AKJHHRXKSKG4308 3AKJHPDV0KSKS3228
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC Invoice# 1002043 dated 06/18/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			42
	Commencement Date of Term			July 29, 2024
	Termination Date of Term			January 29, 2028
3. Rental	Rental Installment, payable Monthly, in advance			USD \$3,209.38
	GST/HST, if any			USD \$417.22
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			USD \$3,626.60
	Other Charges (plus applicable taxes)			USD \$675.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	January 28, 2028			USD \$1.00
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate

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

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

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

ROYAL BANK OF CANADA

per Jorge Useche
 Jorge Useche
 Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

per Jalwinder Singh, DIRECTOR
 per Jalwinder Singh, DIRECTOR
 date JULY 29, 2024



Rental Statement

J & R TRANSPORT INC.
 58 RAVENCLIFFE CRT
 BRAMPTON, Ontario
 L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000081976	USD \$120,000.00	0.02674
RENTAL		USD \$3,209.38
GST/HST *		USD \$417.22
PST/QST *		\$0.00
SUB TOTAL		USD \$3,626.60
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON July 29, 2024 (to be debited from your account)		USD \$4,615.35

*Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$3,626.60** will be debited from your account on the **29th** of each month starting **August 29, 2024** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
 (authorized signatory and title)

Per: Jalwinder Singh, DIRECTOR
 (authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement ¹⁷¹ (Lease Agreement)

CUSTOMER NAME: J & R TRANSPORT INC.
ADDRESS: 58 RAVENCLIFFE CRT
CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000081976 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning July 29, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch 01842 003
Account Number 4002333

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

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

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

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

Dated the 29th day of JULY, 2024

ROYAL BANK OF CANADA

Per: Jorge Useche
Jorge Useche
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
Per: Jalwinder Singh, DIRECTOR

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000081976	USD \$3,209.38	USD \$417.22	\$0.00	USD \$3,626.60

Goods & Services Tax No: 105 248 165

Revision (11/2023)



Leasing Schedule

(Common Law)

Lessee # 320594419 Lease # 201000082114

Royal Bank of Canada, as Lessor, hereby leases to J & R TRANSPORT INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 17, 2023

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	5	2019 Volvo Trucks	VNR300	4V4W19EG2KN907568 4V4W19EG8KN902004 4V4W19EG3KN902010 4V4W19EG1KN901843 4V4W19EG2KN907442
All Equipment, goods and services as further listed on the ATL TRUCK LEASING INC Invoice# 1002125 dated 07/26/2024 attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)	42		
	Commencement Date of Term	August 7, 2024		
	Termination Date of Term	February 7, 2028		
3. Rental	Rental Installment, payable Monthly, in advance	USD \$8,022.19		
	GST/HST, if any	USD \$1,042.89		
	PST/QST, if any	\$0.00		
	Total Monthly Rental Installment	USD \$9,065.08		
	Other Charges (plus applicable taxes)	USD \$875.00		
4. Option to Purchase	Option to Purchase Date	Purchase Price		
	February 6, 2028	USD \$1.00		
5. Place of Use	58 RAVENCLIFFE CRT BRAMPTON Ontario L6X 4N9			

6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.
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The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

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

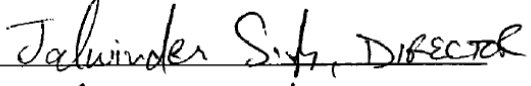
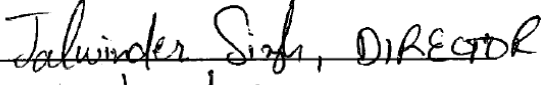
ROYAL BANK OF CANADA

per


Jorge Useche
Head, Equipment Finance Solution Centre

J & R TRANSPORT INC.

per


Jalwinder Singh, DIRECTOR
per 
Jalwinder Singh, DIRECTOR
date 08/07/2024



Rental Statement

J & R TRANSPORT INC.
58 RAVENCLIFFE CRT
BRAMPTON, Ontario
L6X 4N9

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

Lease Number	Net Equipment Cost	Rental Factor
320594419 - 201000082114	USD \$300,000.00	0.02674
RENTAL		USD \$8,022.19
GST/HST *		USD \$1,042.89
PST/QST *		\$0.00
SUB TOTAL		USD \$9,065.08
ADMINISTRATION FEE		USD \$875.00
GST/HST *		USD \$113.75
PST/QST *		\$0.00
SUB TOTAL		USD \$988.75
TOTAL DUE ON August 7, 2024 (to be debited from your account)		USD \$10,053.83

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **USD \$9,065.08** will be debited from your account on the **7th** of each month starting **September 7, 2024** unless alternative arrangements are made with the bank.

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

Per: Jalwinder Singh, DIRECTOR
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

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

CUSTOMER NAME: J & R TRANSPORT INC.
 ADDRESS: 58 RAVENCLIFFE CRT
 CITY: BRAMPTON PROVINCE: Ontario POSTAL CODE: L6X 4N9

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 320594419 - 201000082114 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning August 7, 2024. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Transit Number of Financial Institution and Branch	01842 003
Account Number	4002333

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

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

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

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

Dated the 07 day of JULY, 2024

ROYAL BANK OF CANADA

Per: Jorge Useche
 Jorge Useche
 Head, Equipment Finance Solution Centre

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

J & R TRANSPORT INC.

Per: Jalwinder Singh, DIRECTOR
 Per: Jalwinder Singh, DIRECTOR

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
320594419	201000082114	USD \$8,022.19	USD \$1,042.89	\$0.00	USD \$9,065.08

Goods & Services Tax No: 105 248 165

Revision (11/2023)

HSBC Bank Canada
Master Equipment Lease

Leasing Division
6th Floor, 885 West Georgia St.
Vancouver, British Columbia V6C 3G1

Lessor: HSBC Bank Canada

Lessee: J&R Transport Inc.

Lessee

Address: 306-2233 Argentinia Rd, Mississauga, ON, L5N 2X7

-
- 1. LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in any lease schedule executed by Lessor and Lessee from time to time and which refer to and incorporate by reference this Master Equipment Lease (each such lease schedule, together with all appendices, exhibits and other documents attached thereto, a "**Schedule**"). The property described in each Schedule, together with all additions, parts, attachments and accessories thereto from time to time, any substitutions, repairs, replacements and proceeds thereof from time to time and any related software described in such Schedule ("**Software**") are collectively referred to in this Agreement as the "**Equipment**". Any reference to "**this Agreement**", "**herein**", "**hereunder**" or similar expressions refers to this Master Equipment Lease and any amendments, supplements or increases thereto, renewals or restatements thereof or substitutions therefor, and all Schedules hereto. Certain other terms used herein are defined in section 29.
 - 2. SEPARATE LEASES.** Each Schedule constitutes a separate lease (a "**Lease**") from Lessor to Lessee of the Equipment described in such Schedule, in each case on the terms and conditions set out in this Agreement and such Schedule. In the event of any conflict between any provision in this Agreement and any provision in any Schedule, the provision of such Schedule shall prevail with respect to the Lease affected thereby. Except as Lessor may otherwise agree in writing, Lessor has no obligation to enter into any additional leases with, or extend any future lease financing to, Lessee under this Agreement.
 - 3. RENT.** As rent for use of the Equipment leased under each Schedule during the applicable Term, Lessee shall pay Lessor all rental payments, security deposits, advance rents, additional rent and interim or per diem rents (collectively, "**Rental Payments**") in the amounts and at the times specified in such Schedule. All Rental Payments and other amounts due under this Agreement shall be paid by Lessee together with all applicable taxes, including all sales, use, social service, transfer, goods and services, QST, HST and similar taxes together with any interest and/or penalties (collectively, "**Taxes**") in immediately available funds in the currency in which such payment is required to be made under this Agreement, as stipulated in the relevant Schedule, and shall be payable to Lessor at its address shown above or to such other place or in such other manner as Lessor may at any time or times designate in writing. Lessee shall pay Lessor interest on any amount payable under this Agreement (including Rental Payments) which is not paid when due from its due date to the date of payment at the rate of 21% per annum, calculated and compounded monthly. Lessee authorizes Lessor to collect all Rental Payments and other amounts due hereunder by automatic withdrawals and agrees to execute such forms relating thereto as Lessor may provide from time to time. Lessee also authorizes Lessor to debit any account of Lessee held with Lessor for all Rental Payments and other amounts owing by Lessee to Lessor under this Agreement.
 - 4. SECURITY DEPOSIT.** No later than the commencement date of Rental Payments specified in a Schedule, Lessee shall pay Lessor a refundable security deposit in the amount specified therefor, if any, in such Schedule (each, a "**Deposit**"). Lessee hereby grants Lessor a security interest in the Deposit as security for the payment and performance of all of Lessee's present and future indebtedness, liabilities and obligations under this Agreement and any other agreement now existing or hereafter entered into between Lessee and Lessor or any affiliate of Lessor (collectively, the "**Obligations**"). For the purposes of the Province of Québec, as security for the payment and performance of the Obligations, Lessee hereby hypothecates in favour of Lessor all of its rights, title and interest in and to the Deposit for the amount of \$~~xxxxxxxxxxx~~ with interest at the rate of 25% per annum. Lessee hereby further grants to Lessor control (as such term is understood under the Civil Code of Québec) over the Deposit and undertakes to sign any further document in order to further evidence such control. The Deposit will not accrue interest and Lessor may commingle the Deposit with its own funds. Lessor may, at any time or from time to time, deduct from any Deposit any amounts payable by Lessee to Lessor, including any applicable Taxes. Upon satisfaction of all Obligations, Lessor shall return each Deposit to Lessee less any sums applied in accordance with the foregoing or section 18(c). Lessee confirms and agrees that (i) value has been given by Lessor, (ii) it has rights in the Deposit and the power to transfer rights and grant a security interest in each after-acquired Deposit to Lessor, and (iii) Lessee and Lessor have not postponed the time for attachment of the security interests provided for herein and the security interests shall attach to existing Deposits upon the execution of this Agreement and shall attach to after-acquired Deposits at the time Lessee acquires rights therein.

5. **LEASE ABSOLUTE; NON-CANCELLABLE.** Neither this Agreement nor any Lease may be cancelled or terminated except as expressly provided herein. Lessee's obligation to make all Rental Payments and pay all Taxes and other amounts due or to become due hereunder is absolute and unconditional and is not subject to any delay, reduction, set-off, compensation, defence, withholding, deduction, claim, counterclaim or recoupment for any reason at all, including any failure, destruction, repossession or theft of the Equipment, loss of use of the Equipment (including if it does not operate as intended by Lessee, or at all), any representations by the manufacturer or the vendor of the Equipment, any past, present or future claims of Lessee against Lessor under this Agreement or otherwise, any fundamental breach of contract or for any other cause, whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that all Rental Payments, Taxes and other amounts payable by Lessee under this Agreement shall continue to be payable in all events in the manner and at the times required by this Agreement. If the Equipment is unsatisfactory for any reason, Lessee shall make any claim solely against the manufacturer or the vendor thereof and shall, nevertheless, pay Lessor all Rental Payments and other amounts payable hereunder.
6. **TERM.** This Agreement will come into effect on the date it is signed by Lessee and Lessor and will continue in effect as long as any Lease remains in effect. Each Lease will come into effect, and the term of each Lease will commence, on the date set forth in the applicable Schedule (the "**Term**"), unless sooner terminated or renewed by agreement of Lessor and Lessee, the Term of each Lease will end at the end of the Term specified in the relevant Schedule; however, all obligations of Lessee under each Lease shall continue until they have been performed in full.
7. **TITLE.**
- Lessee shall have and retain title to the Equipment from the time such Equipment is acquired by Lessor from the vendor or manufacturer of the Equipment or from Lessee. Lessee shall have no right, title or interest in any Equipment other than the right of possession and use in accordance with the terms hereof and any rights under a purchase option provided under section 20.
 - Lessee shall affix to the Equipment, and not remove, conceal or alter, any labels, plates or other identification supplied by Lessor indicating Lessor's ownership thereof. Lessee acknowledges that the Equipment is and shall remain personal and movable property and shall take such steps as may be requested by Lessor to prevent any Person from acquiring any rights in any Equipment by reason of the Equipment being claimed or deemed to be real or immovable property or part thereof.
 - Lessee shall obtain and deliver to Lessor such waivers, in registrable form (if necessary), as Lessor may request from the owners, landlords, hypothecary creditors and mortgagees of any real or immovable property upon which any Equipment may be located.
 - In addition to, and without limiting the title retention provided for above or any other rights of Lessor under any security obtained by Lessor, Lessee hereby grants to Lessor a security interest in all of the Equipment and all proceeds thereof as security for the payment and performance of the Obligations.
8. **SECURITY ACKNOWLEDGEMENT.** Without limiting any of the rights and remedies available to Lessor under any mortgage, hypothec, lien, security interest, pledge, charge, prior claim, guarantee or encumbrance of any kind now or hereafter provided to Lessor, whether as security for the lease financing provided by Lessor pursuant to this Agreement or otherwise (collectively, the "**Security Documents**"), Lessee and each Guarantor, if any, hereby acknowledges and agrees that the Security Documents shall, notwithstanding any inconsistency or provision to the contrary contained therein, constitute continuing security for the payment and performance of the Obligations.
9. **NO WARRANTIES.** Lessee hereby acknowledges and agrees that (i) it has selected all Equipment and the vendor and manufacturer thereof, (ii) it is solely responsible for the use of, and results obtained from, the Equipment, (iii) it leases all Equipment "as is", (iv) it has not relied on Lessor's skill or judgment in any way in selecting the Equipment, (v) it has requested Lessor to purchase the Equipment for the purposes of leasing such Equipment pursuant to a Lease, and (vi) Lessor has made no representation or warranty, and there are no conditions, with respect to this Agreement including any Lease or any Equipment, including its condition, safety, design, durability, capability, workmanship, quality, operation, compliance with law, suitability or fitness for the use intended by Lessee, patent or intellectual property infringement, latent or patent defects, its freedom from security interests, hypothecs, liens or other encumbrances (collectively, "**Liens**"), Lessor's good title thereto, or with respect to any other matter or thing whatsoever. All representations, warranties and conditions, whether express or implied, statutory or otherwise, are hereby excluded. Lessor shall not be liable to Lessee or any other Person for any liability, claim, loss, cost, damage or expense of any kind or nature caused directly or indirectly by the Equipment or any deficiency or defect thereof or the use, ownership or maintenance thereof or for any loss of business or other damages whatsoever and howsoever caused (including indirect, special, consequential, punitive or exemplary damages). Lessor hereby assigns to Lessee for the Term of each Lease only, all assignable rights under any warranty given to Lessor by the vendor or manufacturer of the related Equipment, and at Lessee's expense, agrees to co-operate reasonably with Lessee in the enforcement of any such warranty. Lessee acknowledges and agrees that neither the manufacturer or vendor, nor any salesperson, representative or other agent of the manufacturer or vendor, is an agent of Lessor or is authorized to waive or alter any term or condition of this Agreement and no representation or warranty as to the Equipment or any other matter by the manufacturer or vendor shall in any way affect Lessee's obligation to make all Rental Payments and perform its other Obligations as set forth in this Agreement.
10. **USE.** Lessee shall be solely responsible for and shall pay all costs, expenses, fines, assessments, charges and other expenses, and assume all risks and liability, for the Equipment and for the use, possession, control, operation, maintenance, storage and condition thereof, and for injuries or death resulting to a Person and damage resulting to

property arising from or incident to such use, operation, possession, control, maintenance, storage and condition, whether such injuries, death or damage be to agents or employees of Lessee or their property, or to third parties or their property. All Equipment shall be used by Lessee for commercial, industrial or professional purposes only and not for personal, family or household purposes. Lessee shall not, without Lessor's prior written consent, change the place of use of any Equipment from that specified in the applicable Schedule nor change the use of any Equipment to any use which could in any way result in a change of capital cost allowance class from that specified in the related Schedule. Lessee shall not affix or incorporate the Equipment to real or immovable property nor to any goods, chattels or movable property not otherwise leased hereunder without the prior written consent of Lessor. Lessee shall ensure that the Equipment is used only by competent and qualified operators and not for any illegal or improper purpose, and in the case of any Software, same is used in accordance with each applicable licence thereof.

11. **REPAIR.**

- (a) Lessee shall, at its own expense (i) keep the Equipment in its original condition and working order, normal wear and tear only excepted, (ii) use, operate, maintain, repair, overhaul and service the Equipment (including furnishing all fuel, oils, lubricants and other material necessary for the operation and maintenance of the Equipment) in accordance with the recommendations and specifications and maintenance and operating manuals of the manufacturer, and (iii) maintain all records, logs and other materials in compliance with all manufacturer and vendor recommendations, all requirements to maintain all applicable warranties and insurance in effect and all applicable laws, orders, rules, regulations and directives of any federal, provincial, local or foreign government agencies, departments, boards or authorities (collectively, "**Applicable Laws**"). At the request of Lessor, Lessee shall furnish all proof of required maintenance and repair of the Equipment. Lessee shall immediately give notice to Lessor of any theft, loss, damage or destruction to or of any Equipment or any Total Loss (as defined below) and, at Lessor's option, Lessee shall forthwith repair such Equipment or replace it with similar equipment of equivalent value; provided that if any Equipment shall be lost, stolen, substantially destroyed, condemned, expropriated, confiscated or seized (a "**Total Loss**"), Lessor may, at its option, treat such Total Loss as an Event of Default and require Lessee, instead of repairing or replacing same, to pay Lessor the amounts contemplated by section 18(d) with respect thereto plus all other Taxes, Rental Payments and other amounts then payable by Lessee under the applicable Lease together with a late charge on such amounts at a rate per annum equal to the annual rate imputed in the Rental Payments thereunder (as reasonably determined by Lessor) from the date of the Total Loss through to the date of payment of such amounts, plus all applicable Taxes thereon, whereupon Lessor shall transfer to Lessee all of Lessor's interest, if any, in and to such Equipment on an "as is, where is" basis. Lessor shall represent that the Equipment shall not be at the time of such transfer subject to any Lien granted by Lessor, but otherwise the transfer shall be without recourse, representation, warranty or condition of any kind whatsoever from Lessor (whether express, implied, statutory or otherwise).
- (b) All additions, parts, attachments, accessories and replacements to any Equipment, whether by way of substitution, repair, alteration, addition or improvement, shall immediately become the property of Lessor and part of the Equipment for all purposes hereof and Lessee shall execute such documents as Lessor may request to evidence Lessor's title thereto free from any Liens. Lessee may alter or modify Equipment only with the prior written consent of Lessor and, in the case of Software, subject to the terms of and in compliance with the related licence. Any such alteration or modification shall be removed and the Equipment restored to its original, unaltered condition at Lessee's expense (without damaging the Equipment's originally intended function or its value) prior to its return to Lessor when required to be so returned.

12. **INSURANCE.** For so long as Lessee leases any Equipment hereunder, Lessee shall obtain and maintain, at its own expense, a public or third party liability insurance in respect of the Equipment and an "all risk" property insurance (including extended coverage, earthquake and flood endorsements where required by Lessor) against loss or damage to such Equipment, including coverage for fire, theft, collision and such other risks of loss as are customarily covered by insurance on such type of Equipment and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form, with such deductibles and with such insurers, all as shall be satisfactory to Lessor; provided that (i) the amount of insurance at any time covering damage to or loss of Equipment shall not be less than the greater of the full replacement value of the Equipment and the aggregate instalments of Rental Payments for such Equipment then remaining unpaid; and (ii) each liability insurance policy shall provide coverage of not less than the amount specified in the applicable Schedule for such Equipment for each occurrence. Each liability insurance policy will name Lessee and Lessor as insureds, and each property policy will name Lessor as first loss payee thereof. Each policy (i) shall contain a standard (IBC 3000) mortgage endorsement clause, (ii) shall require the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and (iii) will provide that no act, omission or misrepresentation by Lessee or any other named insured will affect the rights thereunder of Lessor and its successors and assigns. Lessee shall furnish Lessor with a certificate of insurance or other evidence satisfactory to Lessor of such insurance coverage prior to the commencement of the Term of the applicable Lease and, on request, provided that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. If Lessee fails to insure the Equipment as required hereunder, Lessor may, but shall not be required to, obtain such insurance itself and the cost of the insurance shall be paid by Lessee as additional rent as part of the next Rental Payment. Lessee consents to Lessor's release, upon Lessee's failure to obtain appropriate insurance coverage, of any and all information necessary to obtain required insurance. Lessee will at its expense make all proofs of loss and take all other steps necessary to recover insurance benefits, unless advised in writing by Lessor that Lessor desires to do so, which Lessor may do at Lessee's expense. Provided no Event of Default, or any event that with the giving of notice, the passage of time or otherwise would become an Event of Default (an "**Unmatured Event of Default**"), has occurred, proceeds of property insurance will be disbursed by Lessor to Lessee against satisfactory invoices for repair or replacement of the Equipment

in compliance herewith; provided that if there shall be a Total Loss of Equipment, all such insurance proceeds may be applied by Lessor against any amounts owing to Lessor as a result of such Total Loss. Lessee hereby appoints Lessor, with full power of substitution and coupled with an interest, as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, cheques or drafts issued with respect to any claim under any insurance policy relating to the Equipment.

13. LESSEE'S COVENANTS. Lessee will:

- (a) permit Lessor or its agents at all reasonable times to fully inspect any Equipment or any documents (including maintenance records) relating thereto and take copies thereof, to determine Lessee's compliance with this Agreement or the condition of the Equipment or for any other purpose;
- (b) keep the Equipment free and clear of all seizures, forfeitures, Liens, claims, privileges, debts or taxes of any nature whatsoever and will not, without the prior written consent of Lessor, sublet or otherwise relinquish possession (except for required or scheduled maintenance) of the Equipment or any part thereof;
- (c) pay when due, and indemnify and save Lessor harmless from, all taxes (including all Taxes), fees, assessments or other levies necessary to license the Equipment or otherwise imposed under Applicable Laws upon the Equipment or the delivery, purchase, lease, use, ownership, operation, possession, sale, storage or return thereof or any Rental Payments, whether assessed to Lessor or Lessee, and any fines, penalties or forfeitures relating to the Equipment. Lessee will immediately deliver proof of payment of such amounts to Lessor. Each item of Equipment in respect of which licensing or registration is required shall be licensed and registered in Canada in the name of Lessor, unless otherwise required by Applicable Law, in which case such registration will indicate that Lessor is the lessor of each such item. The licensing and registration of any item of Equipment and any renewal thereof shall be the sole responsibility of Lessee and shall be effected by Lessee on a timely basis in accordance with Applicable Laws;
- (d) indemnify and save Lessor harmless from and against all liabilities, claims, losses, costs, claims, demands, damages, awards, actions and causes of action and other expenses of any nature whatsoever (including legal fees and disbursements on a full indemnity and solicitor and his own client basis (a "Full Indemnity Basis")) (collectively, "Losses") arising, directly or indirectly, as a result of this Agreement, including any Lease hereunder or any breach hereof (or of any Software licence) by Lessee, or the inaccuracy of any representation or warranty made by Lessee under or in connection herewith or in any other way relating to the lease, use, operation, ownership, manufacture, design, durability, capability, workmanship, quality, compliance with law, suitability, selection, purchase, character, safety, condition, delivery, refusal by Lessee to accept delivery, possession, sale, storage or return of any Equipment, including damage or injury (including death) of Persons or property, and whether caused by Lessee's negligence or otherwise;
- (e) not include the cost of the Equipment in a capital cost allowance class and not claim or attempt to claim capital cost allowance in respect of the Equipment unless Lessor and Lessee agree to make a joint election under the *Income Tax Act* (Canada) or any provincial equivalent, if such an election is available and agreed upon between Lessor and Lessee;
- (f) whether or not the transactions contemplated by this Agreement shall be consummated, pay any and all reasonable legal fees and disbursements of Lessor on a Full Indemnity Basis in connection with this Agreement including, without limitation, the preparation, issue and registration of this Agreement, any Lease and any Related Documents and the enforcement and preservation of Lessor's rights and remedies thereunder and all reasonable fees and costs for appraisals, insurance consultation, credit reporting and responding to demands of any government agency or department thereof;
- (g) not change its name or change the location of its principal residence or domicile (if Lessee is a natural person), chief executive office, registered office or domicile or jurisdiction of incorporation, amalgamation or continuance (if Lessee is a corporation), without providing Lessor with at least 30 days' prior written notice thereof;
- (h) as soon as possible, and, in any event, within five days after Lessee learns of the following, notify Lessor in writing and in reasonable detail, of (i) any proceeding instituted or threatened to be instituted against Lessee in any court or before any commission or any regulatory body (federal, provincial, territorial, local or foreign), or the occurrence of any other event, circumstance or claim, that could reasonably be expected to have a material adverse effect on Lessee, Lessee's ability to perform its Obligations, any of the Equipment or the rights of Lessor under or in connection with this Agreement, (ii) the occurrence of any Event of Default or Unmatured Event of Default, together with a statement of the action which Lessee has taken or proposes to take with respect thereto, or (iii) any change in the location of any place of business or depot (including additional locations) of Lessee where Lessee keeps any of the Equipment;
- (i) not directly or indirectly use any amounts advanced or request advances hereunder for any illegal purpose or (a) to fund any activity or business with any person or in any country or territory that is the subject or target of Sanctions, or (b) in any manner that would result in a violation of Sanctions by any Person (including any lender, lessor, advisor, or otherwise);
- (j) not repay any amounts owing to Lessor using any funds derived directly or indirectly from any illegal or sanctionable activity, provided that this covenant shall be inapplicable only to the extent of any related violation of the *Foreign Extra-Territorial Measures Act* (Canada) or any similar applicable anti-boycott law or regulation;
- (k) deliver to Lessor annually, within 120 days of Lessee's, and each Guarantor's if any, fiscal year end, as the case may be, review engagement financial statements for Lessee, and review engagement financial statements for each Guarantor, pro forma financial statements, cash flow statement and budget for the following fiscal year of Lessee, and each Indemnifier, and such additional financial and other information as Lessor may reasonably require from time to time.

14. **CONDITION PRECEDENT.** It shall be a condition precedent to any extension of lease financing under this Agreement, the execution of each Schedule hereto and the continued availability of such lease financing that the Lessor shall have received in form and content satisfactory to the Lessor the following documents and information:
- (a) this Agreement and all Related Documents (including a Certificate of the Secretary) duly executed by all relevant parties;
 - (b) evidence of insurance required to be maintained under section 12;
 - (c) confirmation that the Lessee is in compliance with all of the terms and conditions of this Agreement and all Related Documents;
 - (d) all identification, business activity, business structure and other "know your customer" documents and information as required by the Lessor and any screening conducted in accordance with Sanctions and other applicable legal requirements; and
 - (e) such other documents and information as the Lessor may reasonably request.
15. **LESSOR'S RIGHT TO MAKE PAYMENTS.** If Lessee fails to perform any of its obligations under this Agreement, Lessor may, but need not, perform such obligation or cause it to be performed, in each case such performance shall not be deemed a waiver or cure of any breach of this Agreement resulting from such failure. Lessee will reimburse Lessor immediately on demand for any amounts paid or expense or liability incurred by Lessor in so doing.
16. **RETURN OF EQUIPMENT.** Except for Equipment purchased by Lessee pursuant to the option to purchase in section 20, upon termination of the Term of a Lease, or upon demand by Lessor pursuant to section 18, Lessee shall, at its own expense and in a prudent manner, immediately dismantle, package, label and return the applicable Equipment, free of all Liens, to Lessor at such location as Lessor may designate and in the condition required to be maintained under section 11 and under any Return Standards Addendum or other document agreed to by Lessee setting out requirements for the condition of Equipment upon the return thereof. In addition, all returned Equipment shall meet all recertification requirements and be capable of being immediately assembled and operated by a third party purchaser or third party lessee without further repair, replacement, alteration or improvement. Prior to any such return of Equipment and unless Lessee has exercised an option hereunder to purchase same, Lessee shall cooperate in all reasonable respects with Lessor's remarketing of the Equipment and in particular, but without limitation, during the 30-day period prior to the expiry of the Term of the applicable Lease, Lessor and its prospective purchasers or lessees shall have right of access to the premises on which such Equipment is located to inspect such Equipment. If Lessee fails to return any Equipment when required, then, without affecting Lessor's rights and remedies under this Agreement, the terms and conditions of the relevant Lease shall continue to be applicable and Lessee shall continue to pay Lessor for each month or part thereof beyond the applicable Term the periodic Rental Payments in effect during the last month of such Term until such Equipment is received by Lessor. Payment of Rental Payments in such circumstances shall not entitle Lessee to keep such Equipment.
17. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute an event of default hereunder (each, an "Event of Default"):
- (a) Lessee shall fail to make any payment (including all Rental Payments) required hereunder when due; or
 - (b) without Lessor's prior written consent, Lessee removes any Equipment (other than Equipment which is specified in the related Schedule as being "Mobile Goods") from its place of use stated on the related Schedule or moves any such Mobile Goods outside of Canada; or
 - (c) without Lessor's prior written consent, Lessee parts with possession of any Equipment or purports to (or does) sell, assign, transfer, sublet or otherwise suffer a Lien of any kind upon or against any interest in this Agreement or any Equipment; or
 - (d) Lessee fails to maintain in effect any insurance required hereunder; or
 - (e) the Equipment is used in a manner that may result in accelerated depreciation; or
 - (f) Lessee or any Guarantor shall fail to perform or observe any covenant, condition or other obligation under this Agreement, other than as referred to above in this section 17; or
 - (g) Lessee defaults under any other agreement to which Lessee and Lessor (or any affiliate of Lessor) are parties or any Guarantor defaults under any other agreement to which such Guarantor and Lessor (or any affiliate of Lessor) are parties; or
 - (h) any representation or warranty made by Lessee in this Agreement or in any document or certificate furnished to Lessor in connection with or pursuant to this Agreement shall prove to be incorrect at any time in any material respect; or
 - (i) Lessee or any Guarantor shall become insolvent or bankrupt or make an assignment for the benefit of its creditors or consent to the appointment of a trustee, receiver or similar official (a "Receiver"); or a Receiver shall be appointed for Lessee or any Guarantor or for a substantial part of any of its property without its consent and such appointment shall not be terminated within the lesser of 30 days and such period during which Lessee or such Guarantor is actively and in good faith seeking its termination; or bankruptcy, reorganization, arrangement, insolvency, winding-up or similar proceedings shall be instituted by or against

Lessee or any Guarantor and if instituted against Lessee or any Guarantor, shall not be dismissed within the lesser of 30 days and such period during which Lessee or such Guarantor is actively and in good faith seeking its dismissal; or

- (j) Lessee or any Guarantor shall dissolve, liquidate, wind up or cease its business, sell or otherwise dispose of all or a substantial part of its assets or make any material change in its capital structure or business; or
- (k) Lessee or any Guarantor fails to pay when due any indebtedness for borrowed money or any other indebtedness under conditional sales agreement, instalment sales agreement, leases or obligations evidenced by bonds, debentures, notes or other similar agreements or instruments or guarantees thereof; or
- (l) any final, non-appealable judgment shall be rendered against Lessee or any Guarantor which remains unsatisfied for 30 days following the rendering of such judgment; or
- (m) any Equipment or any material part thereof is seized, confiscated, sequestered or attached or if a distress is levied thereon; or
- (n) any Guarantor who is an individual dies or gives notice of the termination of his or her guarantee; or
- (o) control or beneficial ownership of Lessee or any Guarantor which is not an individual change from that which existed at the date of execution of this Agreement or there is an amalgamation of Lessee or any Guarantor without Lessor's prior written consent or any special resolution is passed or other proceeding taken regarding the wind-up of Lessee or any such Guarantor; or
- (p) Lessee or any Guarantor ceases to carry on the business presently conducted by it or shall suffer the loss or suspension of any licences, permits or other operating authorities required for the operation of its business or any part of it; or
- (q) Lessor in good faith believes and has commercially reasonable grounds to believe itself insecure, or believes that the prospect of payment or performance by Lessee hereunder is about to be impaired or that the Equipment is or is about to be placed in jeopardy; or
- (r) Lessee or any Guarantor fails to provide Lessor promptly following a demand by Lessor to do so, any identification, business activity, business structure and other "know your customer" documents and information as required by Lessor and any screening conducted in accordance with Sanctions and other applicable legal requirements.

For greater certainty, any Event of Default with respect to any particular Lease shall be an Event of Default with respect to all Leases hereunder.

18. REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lessor may, at its option and in its sole discretion, exercise any one or more of the following remedies:

- (a) take possession of any or all Equipment and for that purpose enter any premises where Equipment is located, whether or not the Equipment is affixed to any such premises, and store, sell, lease or otherwise dispose of the Equipment upon such terms and conditions as Lessor may in its sole discretion determine. Lessee hereby waives any damages or claim to damages arising from any entering of premises or retaking of possession under the terms of this Agreement;
- (b) demand that Lessee return any or all of the Equipment to Lessor in accordance with section 15;
- (c) apply all or any Deposits against any Obligations, including the reimbursement of all costs and expenses of Lessor as a result of such Event of Default and all of its legal fees and disbursements on a Full Indemnity Basis;
- (d) terminate any or all Leases and by written notice to Lessee require Lessee to forthwith pay to Lessor, on the date specified in such notice, as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, all amounts then due under this Agreement, including all Rental Payments and all other amounts payable by Lessee under any and all Leases plus the estimated residual value of the Equipment subject to all outstanding Leases, which the parties agree shall be equal to the Purchase Option Price for such Equipment, as specified in each applicable Schedule, if any. Any payment under this section shall be increased by the amount of all applicable Taxes.

Lessor hereby agrees to remit to Lessee, following the sale, lease or other disposition of any Equipment by Lessor pursuant to this section, the proceeds of any such sale, lease or other disposition actually received by Lessor after deducting from such proceeds the amount of all outstanding Obligations, including the amounts specified in paragraph (d) above and all of its costs and expenses related thereto and all legal fees and disbursements incurred by Lessor on a Full Indemnity Basis.

No one or more of the remedies referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedies referred to herein or otherwise available to Lessor at law or in equity and, in particular, pursuant to the Personal Property Security Act of any Province or Territory in Canada or the Civil Code of Québec.

19. WAIVERS. To the extent permitted by Applicable Laws, Lessee unconditionally and irrevocably waives all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a lessor or a secured party or on the methods of, or the procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. Without limiting the generality of the preceding sentence, Lessee agrees that *The Limitation of Civil Rights Act* (Saskatchewan) will have no application to Lessor's rights, powers or remedies under this Agreement or any other agreement renewing or extending or collateral hereto or thereto.

20. **PURCHASE OPTION.** Provided that (i) the applicable Schedule provides for a purchase option in favour of Lessee for the Equipment described in such Schedule and, (ii) unless waived by Lessor in writing, no Event of Default or Unmatured Event of Default shall have occurred either on the date Lessee gives notice in accordance with the following or on the date Lessee is required to pay the applicable Purchase Option Price (and in particular, but without limitation, that Lessee has made all Rental Payments required to be paid on or before such date), Lessee may, upon written notice to Lessor received at least 30 days before any Purchase Option Date specified in such Schedule (the "Purchase Date"), purchase all the Equipment covered by such Schedule on the Purchase Date at the applicable Purchase Option Price specified in such Schedule. Any such notice shall be irrevocable and binding and if Lessee provides such a notice, then, on the applicable Purchase Date for the related Equipment, Lessee shall pay to Lessor the applicable Purchase Option Price specified in the applicable Schedule, together with all Taxes applicable to the transfer of the Equipment and any other amount payable and arising under the applicable Lease in immediately available funds, whereupon Lessor shall transfer to Lessee all of Lessor's interest, if any, in and to such Equipment on an "as is, where is" basis. Lessor shall represent that the Equipment shall not at the time of such transfer be subject to any Lien granted by Lessor, but otherwise the transfer shall be without recourse, representation, warranty or condition of any kind whatsoever from Lessor (whether express, implied, statutory or otherwise).
21. **CURRENCY INDEMNITY.** All amounts payable by Lessee under this Agreement, whether Rental Payments, Taxes or otherwise, shall be paid to Lessor in the currency (the "Original Currency") in which Lessee is required to pay such amount. If Lessee makes payment of any liability or obligation of Lessee to Lessor under this Agreement in a currency (the "Other Currency") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of Lessee hereunder in respect of such liability or obligation only to the extent of the amount of the Original Currency which Lessor purchases in Canada with the amount Lessor receives on the date of receipt in accordance with Lessor's normal practice. If the amount of the Original Currency which Lessor is able to purchase is less than the amount of such currency originally due to it in respect of such relevant liability or obligation, Lessee shall indemnify and save Lessor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other liabilities and obligations of Lessee contained herein, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Lessor from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.
22. **SURVIVAL.** All indemnities provided by Lessee to Lessor under this Agreement, including, without limitation, under sections 13(c), 13(d) and 21, shall be on an after tax basis and shall survive and continue in full force and effect notwithstanding any matter or thing, including termination of this Agreement, the end of the Term of any Lease, any other release or discharge from this Agreement of any Equipment, the sale or disposition of any Equipment or the release or discharge of Lessee to pay any Rental Payment.
23. **REPRESENTATIONS.** Lessee represents and warrants to Lessor on the date hereof, on the date of each Schedule and on a continuing basis that: (a) each of Lessee and each Guarantor (unless an individual) is duly formed and organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets; (b) the execution, delivery and performance by Lessee and each Guarantor of this Agreement, each Lease and all Related Documents are within Lessee's (or, as applicable, each Guarantor's) powers, have been duly authorized by all necessary action, and do not contravene (i) Lessee's or any Guarantor's organizational documents, or (ii) any Applicable Laws or contractual restriction binding on or affecting Lessee or any Guarantor; (c) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Lessee or any Guarantor of this Agreement, each Lease and all Related Documents; (d) this Agreement, each Lease and all Related Documents constitute legal, valid and binding obligations of Lessee (and, as applicable, each Guarantor), enforceable against Lessee (and, as applicable, each Guarantor) in accordance with their respective terms; (e) Lessee's principal place of business, chief place of business, domicile, registered office and chief executive office is at the address specified on the first page of this Agreement, and its full legal name is specified on the signature page of this Agreement; (f) Lessee has no other existing place of business or depot where Lessee keeps any of the Equipment, except for the location specified on the first page of this Agreement and, if more than one, the Provinces and Territories of Canada specified on any Schedule where the additional place(s) of business or depot(s) may be located; (g) Lessee is duly registered as a vendor in all applicable Provinces and Territories of Canada for the payment and/or collection of Taxes; (h) there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened, before any court, administrative agency, arbitrator or governmental body which may, if determined adversely to Lessee, materially compromise its ability to perform its obligations under this Agreement; (i) all financial statements that are delivered from time to time by Lessee to Lessor pursuant to this Agreement shall have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and shall fairly state in all material respects the financial condition of Lessee and its consolidated subsidiaries (subject to normal year-end adjustments) as at the date thereof, and all other financial and other information, budgets, timetables, certificates, plans, specifications and other material provided to Lessor in connection with any Lease are (or will be, as the case may be) true and accurate; (j) no Event of Default or Unmatured Event of Default has occurred and is continuing; (k) the Lessee has, or will have at the time of each Lease, all licenses, permits and consents as are required under any Applicable Laws in connection with its possession, use or operation of the Equipment; (l) neither the Lessee nor any of its subsidiaries, directors, officers, employees, agents or affiliates is an individual or entity (nor does Lessee nor any such other entity or Person operate, possess, own, charter, or use a vessel) that is or is owned or controlled by any one or more Persons that are: (i) the subject of any sanctions issued, administered or enforced by, or named on any list of specially designated or blocked Persons

maintained by, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority, or the Department of Global Affairs (Canada), Foreign Affairs, Trade and Development Canada, Canada Border Services Agency, or Justice Canada, including any enabling legislation or executive order related thereto, and any similar sanctions laws as may be enacted from time to time in the future by the United States, Canada, the European Union (and any of its member states), the United Kingdom or the United Nations Security Council, or any other legislative body of the United Nations or other relevant governmental authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions other than to the extent that such representation or warranty would result in a violation of an applicable legal requirement in which case Lessee shall immediately notify Lessor and provide particulars; and (m) it is and will remain at all times during the term of this Agreement a resident of Canada for the purposes of the *Income Tax Act* (Canada) and any provincial equivalent.

- 24. ORDER, DELIVERY AND INSTALLATION OF EQUIPMENT.** Lessee is solely responsible for arranging the order, delivery and installation of the Equipment entirely at its own risk and expense, and in particular, shall pay any and all delivery and installation charges except as otherwise agreed by Lessor. Lessor appoints Lessee as Lessor's agent for the sole and limited purpose of ordering and accepting delivery and installation of the Equipment. Lessor shall not be liable to Lessee for any delay in, or failure of, or refusal to accept, delivery of the Equipment. Lessee shall evidence its acceptance of the Equipment by completing, signing and delivering the relevant Schedule an acknowledgment of acceptance in Lessor's standard form and upon delivery thereof to Lessor, it shall be conclusively deemed that the Equipment is as ordered, satisfactory to Lessee and in good condition and repair and suitable for the purposes of Lessee. The Lessee shall provide the vendor invoice(s) for the Equipment stating the Lessor as the purchaser on the invoice (or stating the name of the agent purchasing the equipment on behalf of the Lessor). Lessee will not acquire any title to the Equipment and shall only acquire the right to possession and use of the Equipment in accordance with the terms of this Agreement after the actual delivery of the Equipment to the Lessee in Canada at the premises of the Lessee in Canada or at another location in Canada agreed upon in writing by Lessor and Lessee. Notwithstanding the foregoing, the Equipment shall be at the risk of Lessee. If Lessor acquires the Equipment outside Canada, Lessee shall arrange for the importation of the Equipment at its sole expense. In the event that Lessee does not arrange for such importation, Lessee hereby authorizes Lessor to act as its agent, and Lessor agrees to so act, solely for the purpose of arranging for the importation of the Equipment, in which case Lessee shall provide all documentation relating to such importation to Lessor. Lessor shall be responsible for paying any amount payable as or on account of tax payable on the Equipment under Division III of Part IX of the *Excise Tax Act* and any customs duties in respect of the importation of the Equipment. In the event the importation of the Equipment is not carried out in the manner stated herein, Lessor and Lessee shall agree to separate terms governing the importation of the Equipment that shall override the terms herein, and Lessee shall provide notice to Lessor sufficient for the importation to take place in the manner described in the separate terms. The indemnity of Lessee provided for in section clause 13(c) shall extend to and include any loss relating to tax Lessor may pay but not recover under Part IX of the *Excise Tax Act* and any customs duties payable, arising as a result of the importation of the Equipment in accordance herewith.

If Lessor acquires the Equipment outside Canada, Lessee shall arrange for the importation of the Equipment. In the event that Lessee does not arrange for such importation, Lessor hereby authorizes Lessee to act as its agent, and Lessee agrees to so act, solely for the purpose of arranging for the importation of the Equipment. The Lessee shall provide all documentation relating to such importation to Lessor including, but not limited to, the vendor invoice(s) for the Equipment stating the Lessor as the purchaser on the invoice (or stating the name of the agent purchasing the equipment on behalf of the Lessor) and B3 Canada Customs Coding form or equivalent form. The Lessor shall not be responsible for paying to the Lessee any amount payable as or on account of tax payable on the Equipment under Division III of Part IX of the *Excise Tax Act* and any customs duties in respect of the importation of the Equipment unless the Lessee has otherwise met all the requirements of this section and requests reimbursement of such amount(s) no later than the end of the calendar year that is no more than two years after the end of the calendar year in which the purchase of the equipment from the vendor takes place. The Lessor and Lessee may agree in writing to the importation of the Equipment in a manner that is different than the manner stated herein, and if the Lessor and Lessee agree to separate terms governing the importation of the Equipment these separate terms shall override the terms herein.

The indemnity of Lessee provided for in section 13(c) shall extend to and include any loss relating to any customs duties payable, arising as a result of the importation of the Equipment in accordance herewith and any loss relating to any tax Lessor may pay but not recover under Part IX of the *Excise Tax Act*

- 25. CONSENT AND ACKNOWLEDGEMENT TO COLLECTION, USE AND DISCLOSURE OF INFORMATION.** Lessee and each Guarantor consent to Lessor obtaining from any credit reporting agency or from any other Person any information (including personal information) that the Lessor may require at any time. Lessee and each Guarantor also consent to the disclosure at any time by the Lessor of any information concerning Lessee and any Guarantor to any credit grantor, to any credit reporting agency or to the Lessor's subsidiaries and affiliates. If applicable, Lessee also authorizes the Lessor to release the information contemplated by any builder's lien or similar legislation to all Persons claiming a right to such information under such legislation. Lessee and each Guarantor may refuse or withdraw these consents; however, this may result in the Lessor canceling or withholding products or services for which these consents are necessary. Unless each Guarantor advises the Lessor otherwise, the Lessor may use each Guarantor's social insurance number to help ensure accurate credit enquiries.
- 26. ENTIRE AGREEMENT.** This Agreement and all Related Documents constitute the entire agreement between the

27. **COPY OF AGREEMENT.** Lessee hereby acknowledges having received an executed copy of this Agreement and waives all rights to receive from Lessor a copy of any financing statement, financing statement (transition), financing change statement, verification statement or application for registration filed at any time in respect of each Lease.
28. **FURTHER ASSURANCES.** Lessee will execute, acknowledge, register, record, publish or file, as the case may be, all such further documents and do all such further acts as may be reasonably requested by Lessor or necessary or proper to carry out more effectively the purposes of this Agreement or any Lease, to protect Lessor's rights herein or therein and to perfect, protect, preserve and render opposable to third parties in all applicable jurisdictions, Lessor's rights and interest in all Equipment and Deposits.
29. **DEFINED TERMS AND INTERPRETATION.** When used in this Agreement, "**Business Day**" means any day other than a Saturday, Sunday or other day on which banks are required or permitted to close in Vancouver, British Columbia, or in Toronto, Ontario; "**including**", "**includes**" and "**include**" respectively mean "including without limitation", "includes without limitation" and "include without limitation"; "**Electronic Communication**" means any agreement, instruction, document, information, disclosure, notice or other form of communication that is sent or stored by means of any electronic or other digital transmission; "**Electronic Signature**" means a signature that consists of one or more letters, characters, numbers or other symbols in digital incorporated in, attached to or associated with an Electronic Communication, and includes a secure electronic signature as may be prescribed by Applicable Law or otherwise required by Lessor; "**Guarantor**" means any Person which provides any guaranty or indemnity of any kind to Lessor to secure the obligations of Lessee to Lessor; "**Person**" includes any individual, trust, corporation, partnership, sole proprietorship, limited partnership, joint venture, unincorporated organization, association, institution, entity, party or government (including any division, agency or department thereof) and the successors, heirs and assigns of each; "**proceeds**" has the meaning set out in the Personal Property Security Act of the relevant Province; "**Province**" has the meaning set out in the Schedules hereto (or, if more than one Province is set out in the Schedules hereto, means the last such one so set out); and "**Related Documents**" means all purchase orders, delivery and/or installation receipts, Security Documents and other documents required by Lessor as a condition to or otherwise in connection with any Lease, including all Schedules hereto. Unless the context otherwise requires, all references herein to any statute or any provision thereof will include such statute or provision as it may be amended, restated, re-enacted or replaced from time to time. If the context so requires, words importing number shall be deemed to include a greater or lesser number, words importing gender shall be deemed to include the other gender or the body corporate and words importing the body corporate shall be deemed to include either gender. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.
30. **ELECTRONIC INSTRUCTIONS.**
- (a) Lessee, understanding and acknowledging the risks thereof, hereby requests Lessor to act from time to time on written instructions transmitted by electronic means producing a facsimile (a "**Facsimile**") of a document (the "**Instructions**") purporting to bear the signature(s) (the "**Signatures**") of an authorized signatory for Lessee.
- Lessor need not at any time, but is authorized to, act upon the Instructions without verifying the Signatures or enquiring as to the validity of the Instructions and may consider the Instructions of like force and effect as written orders made in accordance with the signing authorities held by Lessor from time to time in connection herewith (the "**Authorities**").
- (b) If Lessor seeks to verify the Signatures or the validity of the Instructions by telephone or otherwise and is unable to do so to its satisfaction, it may delay acting or refuse to act upon the Instructions. Nothing in this section and no verifications of any Instructions or Signatures at any time made by Lessor shall obligate Lessor to verify the validity of the Instructions or the Signatures in any particular case.
- (c) Lessee shall indemnify and save Lessor harmless from all Losses that Lessor may suffer or incur or that may be brought against Lessor in any way relating to or arising out of Lessor acting upon, delaying in acting upon or refusing to act upon any Instructions, including improper, unauthorized or fraudulent Instructions given by any Person, including any employee, agent or representative of Lessee.
- (d) Lessor may immediately debit any account of Lessee with the amount of any payment, transfer or transaction made pursuant to an Instruction, Lessor's fees and charges relative thereto and any other amounts owing to Lessor and may otherwise act in accordance with any Instruction.
- (e) This Agreement shall supplement the Authorities held by Lessor from time to time and the Authorities shall otherwise remain in full force and effect.
31. **QUÉBEC.** Where this Agreement is governed by the laws of Québec, this Agreement shall be construed as a contract of leasing governed by articles 1842 to 1850 of the Civil Code of Québec, and, for greater certainty, when used in this Agreement:
- (a) the word "lease" shall be read as "contract of leasing" or "leasing", as the context requires;
- (b) the words "joint and several" and "jointly and severally" shall mean "solidary" and "solidarily"; and
- (c) "agent" shall mean a "mandatary".

32. **COUNTERPARTS AND ELECTRONIC COMMUNICATION.** This Agreement and all Related Documents may be signed by handwritten signature or electronically by using technology acceptable to Lessor. To evidence its execution of this Agreement, any Lease or any Related Document, Lessee or Guarantor, as applicable, must deliver and return to Lessor an executed copy of such documents with the original handwritten signature of the duly authorized signatories of each party (or Electronic Signatures of such signatories if so permitted by Lessor) by physical delivery, or if so permitted by Lessor, by Facsimile, email or other electronic delivery or transmission and such transmission shall constitute delivery of an executed copy of this Agreement, any Lease or any Related Documents. If Lessee or Guarantor uses an Electronic Signature to indicate its consent, it shall ensure that its Electronic Signature is attached to or associated with this Agreement (or any Lease or Related Document). This Agreement, each Lease and each Related Document may be executed in one or more counterparts and signed as outlined above, each of which when so executed and taken together shall constitute one and the same agreement. Delivery of a hand-written or electronically-signed counterpart and electronic delivery (including by email transmission or transmission over an electronic signature platform acceptable to Lessor) are each as valid, enforceable binding and effective.
33. **NOTICES.** Any notice, request or other communication which Lessor or Lessee may be required or may desire to give for purposes of this Agreement shall be in writing and may be sent either by Electronic Communication, by hand delivery or by first class registered mail postage prepaid to the addressee at its address indicated on the first page of this Agreement. Any such notice, request or other communication shall be deemed to have been effectively given, made and received: (i) when transmitted with receipt confirmed in the case of an Electronic Communication, if such transmission was made on or before 5:00 p.m. (Pacific Standard Time) on a Business Day, failing which it shall be deemed to have been effectively given, made and received on the following Business Day, (ii) when received if sent by hand delivery on or before 5:00 p.m. (Pacific Standard Time) on a Business Day, failing which it shall be deemed to have been effectively given, made and received on the following Business Day, or (iii) five (5) days after deposit in the mail if so mailed, but any notice, request or other communication to be given or made during a strike, lock-out or other labour disturbance at the post office or during an actual or threatened interruption in the mail service shall be hand delivered or sent by electronic transmission and not mailed. Any party hereto may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such change to the other party in conformity with this section, but no such change shall be effective until notice thereof has been received by the other party.
34. **FINANCIAL CRIMES AND SANCTIONS LAWS ACKNOWLEDGEMENT AND INDEMNIFICATION.**
Lessee acknowledges and agrees that:
- (a) Lessor, HSBC Holdings plc, its affiliates and subsidiaries (collectively, "HSBC Group") and service providers of HSBC Group are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money-laundering, terrorist financing, bribery, corruption and tax evasion;
 - (b) Lessor may take, and may instruct other members of the HSBC Group to take, to the extent Lessor or such member is legally permitted to do so under the laws of its jurisdiction, any action (a "Compliance Action") that Lessor or any such other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include, but is not limited to, the interception and investigation of any payment, communication or instruction or other information, the making of further enquiries as to whether a Person or entity is subject to any Sanctions, and the refusal to issue, pay, renew, extend or transfer any documentary credit or letter of guarantee, or to process any transaction or instruction that, in the discretion of Lessor, may not conform to Sanctions. Lessor will use reasonable commercial efforts to notify Lessee of the existence of such circumstances as soon as is reasonably practical, to the extent permitted by law;
 - (c) Neither Lessor nor any member of HSBC Group will be liable for any loss, cost, damage, claim, action, suit or liabilities, suffered or incurred by Lessee, any Guarantor or other Person, or for any delay or any failure of Lessor to perform its obligations under this Agreement arising out of or relating to any Compliance Action taken by or on behalf of Lessor, its service providers, or any HSBC Group member in its sole discretion;
 - (d) Lessor has the right, without any prior notice to Lessee, to reject, refuse to pay, any demand, or not process any transaction or instruction that does not conform with any Sanctions, or limitations; and
 - (e) Lessee will indemnify Lessor for all losses, costs, damages, claims, actions, suits, demands and liabilities suffered or incurred by or brought against Lessor arising out of or relating to any Compliance Action, unless such losses, costs, damages, claims, actions, suits, demands and liabilities are determined by a final, non-appealable decision of a court of competent jurisdiction to have been caused solely and directly by the gross negligence, wilful misconduct or intentional fault of Lessor.
35. **MISCELLANEOUS.**
- (a) This Agreement and all Related Documents shall, unless otherwise expressly stated therein, be governed by the laws of the Province. If any provision of this Agreement or any Related Document shall be held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired. Without prejudice to the ability of Lessor to enforce this Agreement and all Related Documents in any other proper jurisdiction, Lessee irrevocably submits to the jurisdiction of any court of competent jurisdiction in the Province for any action or proceeding arising out of or relating to this Agreement, any Lease, all Related Documents or the transactions contemplated hereby

- or thereby and Lessee irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such court.
- (b) For the purposes of the *Interest Act* (Canada), if, in this Agreement, in any Lease or in any Related Document, a rate of interest is calculated on the basis of a period which is less than a full calendar year, the yearly rate of interest to which the said rate is equivalent is the said rate multiplied by the actual number of days in the calendar year for which such calculation is made and divided by the number of days in such period.
- (c) Time is of the essence hereof and of each Related Document.
- (d) Any waiver by Lessor of any Unmatured Event of Default or Event of Default and any compromise or extension of payment granted by Lessor must be in writing signed by Lessor and no such waiver shall constitute a waiver of any other default, Unmatured Event of Default or Event of Default by Lessee or shall be a waiver of any other right of Lessor.
- (e) This Agreement may be amended but only in writing signed by the parties hereto except as otherwise herein provided.
- (f) This Agreement is not binding on Lessor until it has been signed by an authorized officer of Lessor.
- (g) This Agreement and all Related Documents shall be binding upon and enure to the benefit of the parties hereto or thereto and their heirs, executors, administrators, successors and permitted assigns. Lessee may not assign this Agreement or any Related Documents or any interest herein or any of its rights hereunder or thereunder without the prior written consent of Lessor. Lessor may sell, assign or otherwise dispose of its interest in, or grant a Lien in, this Agreement or any Related Documents and/or the Equipment individually or together, in whole or in part. If Lessee is given written notice of any such sale, assignment, other disposition or grant of a Lien, it shall immediately make all applicable Rental Payments and other amounts hereunder or thereunder directly to the applicable transferee. Each such transferee shall have all of the rights of Lessor under each Lease, or part thereof, assigned to it, but, without limiting section 5, Lessee shall not assert against any such transferee any set-off, compensation, defence, claim, deduction or counterclaim that Lessee may have against Lessor or any other Person. Lessee consents to Lessor disclosing to any actual or potential transferee any information regarding Lessee in the possession of Lessor.
- (h) Where there shall be more than one Lessee, their obligations hereunder shall be joint and several, or solidary.
- (i) If the parties hereto executed a Master Equipment Lease prior to the date hereof (the "**Original Master Equipment Lease**"), the Original Master Equipment Lease shall, as of the date hereof, be amended and restated (but without novation of existing leasing facilities, indebtedness, obligations and security) to read in its entirety as set forth herein. All Schedules entered into prior to the date hereof shall continue in full force and effect and shall henceforth be governed by the terms and conditions of this Agreement.

36. **RIGHT OF CANCELLATION.** The Lessee may cancel this Agreement by providing written notice to the Lessor no later than three (3) Business Days following the execution of this Agreement by the Lessee. No cancellation fee will be charged. Any Lease executed prior to the cancellation of this Agreement shall continue in full force and effect notwithstanding the cancellation of this Agreement pursuant to this section 35.

37. **LANGUAGE/LANGUE (for contracts governed Quebec law/pour les contrats régis par les lois du Québec seulement).** The undersigned acknowledges having been offered the choice to enter into this agreement in English or in French and that the undersigned has expressly requested to enter into a version of this agreement drawn up exclusively in English, after being remitted the French version thereof. Therefore, the undersigned expressly agrees that this agreement and all related documents, including notices, be drawn up exclusively in English. Le soussigné reconnaît qu'on lui a offert le choix de conclure la présente convention en français ou en anglais et qu'il a expressément demandé que cette convention soit rédigée exclusivement en anglais, après avoir reçu la version française de celle-ci. Par conséquent, le soussigné consent expressément à ce que cette convention et tous les documents qui s'y rattachent, y compris les avis, soient exclusivement rédigés en anglais.

Executed as of the final Lessee signature date below.

Lessee J&R Transport Inc.

C/S Lessor **HSBC Bank Canada**

By Jalwinder Brar director
Jalwinder Brar Jun 13, 2023 12:04:00T
 Authorized Signatory Title

By Naseem Kulkarni Director
Naseem Kulkarni Jun 12, 2023 12:25:00T
 Authorized Signatory Title

By _____
 Authorized Signatory Title

By X VP, Equipment Finance
Naseem Kulkarni Jun 13, 2023 12:04:00T
 Authorized Signatory Title

HSBC Bank Canada
Leasing Division
Fixed Rate Lease Schedule

Lease Schedule Number: 35606001 to Master Equipment Lease between HSBC Bank Canada ("Lessor") and
J&R Transport Inc. ("Lessee") dated June 12, 2023 (the "Master Equipment Lease")

The Master Equipment Lease is incorporated into this Schedule by reference, this Schedule constitutes a separate lease (a "Lease") from Lessor to Lessee of the Equipment described in this Schedule, in each case on the terms, and conditions set out in the Master Equipment Lease and in this Schedule. Capitalized terms used in this Schedule and not otherwise defined herein have the meanings set out in the Master Equipment Lease.

1. Equipment

Quantity	Make and Description	Model Number	Serial Number	Acquisition Cost
	Please see Annex A and forming part of this Schedule			
Total				660,000.00

2. Term

(a) Term (from Commencement Date of Rental Payments)	(b) Commencement Date of Rental Payments	(c) Termination Date of Term	(d) Commencement Date of Lease
60 Months	June 12, 2023	June 11, 2028	June 12, 2023

3. Currency:

Canadian dollars U.S. dollars

Unless otherwise expressly stated, all references to dollar amounts in this Schedule are to amounts in such indicated currency.

4. Rental

(a) Rental Payments: in advance in arrears will be made monthly quarterly annually.

(b) Rental Payments shall start with a payment due on the Commencement Date of Rental Payments shown above and payments thereafter on the same date in each month, quarter or year, as applicable, during the Term (each, a "Rental Payment Date").

	Initial Term (60 Months)	Secondary Term (Months)
(c) Rental Payments are as follows:	\$ <u>Refer to Annex B</u>	<u>0.00</u>
Provincial sales taxes, if any: (based on the current provincial sales tax rate, subject to change)	\$ <u>Refer to Annex B</u>	<u>0.00</u>
Goods and services tax or harmonized sales tax #R891586281: (based on the current applicable tax rate, subject to change)	\$ <u>Refer to Annex B</u>	<u>0.00</u>
Total Rental Payment:	\$ <u>Refer to Annex B</u>	<u>0.00</u>

(d) Number of Rental Payments: (excluding Interim Rental Payment) 60

(e) Interim Rental Payments for the period from the date, inclusive, of the execution of this Schedule by Lessee to the Commencement Date of Lease, exclusive, shall be paid in advance by Lessee to Lessor in an amount equal to the number of days in the said period multiplied by the per diem rental, plus applicable Taxes.
The per diem rental is \$ 428.59 per day. For greater certainty, it is the intention of Lessee and Lessor that they shall be bound by the terms and conditions of this Lease throughout the said interim period. Any references to Rental Payments in this Lease shall include such interim Rental Payments.

5. Purchase Option:

(a) Purchase Option Date: June 12, 2028
(b) Purchase Option Price, (plus applicable Taxes) \$ 100.00

6. Place of use (or if Mobile Goods, specify such) Mobile Goods registered in ON

7. Required Amount of Liability Insurance - CAD \$ 5,000,000.00

8. (a) Security Deposit \$ 0.00
(b) Documentation Fee \$ 750.00
Provincial sales taxes on Documentation Fee \$ 0.00
Goods and services Tax or harmonized sales tax #R891586281 on Documentation Fee \$ 97.50
Total Documentation Fee: \$ 847.50

9. Province (law governing this Lease) ON

10. Capital Cost Allowance Class (for Lessor purposes only)

(a) Class Number 10 (b) Capital Cost Allowance Rate 30 % Declining Balance Straight Line

11. Date of Delivery of Equipment June 15, 2023 Jalwinder Brar

12. Conditions Precedent

N/A

13. Language / Langue (For Schedules governed by Québec law only – Pour les Annexes régies par les lois du Québec seulement). The Lessee acknowledges having been offered the choice to enter into this Schedule in English or in French and that the Lessee has expressly requested to enter into a version of this Schedule drawn up exclusively in English, after being remitted the French version thereof. Therefore, the Lessee expressly agrees that this Schedule and all related documents, including notices, be drawn up exclusively in English. Le locataire reconnaît qu'on lui a offert le choix de conclure la présente Annexe en français ou en anglais et qu'il a expressément demandé que cette Annexe soit rédigée exclusivement en anglais, après avoir reçu la version française de celle-ci. Par conséquent, le locataire consent expressément à ce que cette Annexe et tous les documents qui s'y rattachent, y compris les avis, soient exclusivement rédigés en anglais.

Lessee acknowledges that the Equipment (including all accessories, where applicable) has been inspected by Lessee, is in good condition, has been installed, is operating satisfactorily and in all respects is as represented and acceptable to Lessee and that Lessor is directed and authorized to pay the supplier of the Equipment the purchase price owing for it. Lessee acknowledges that such Equipment is located at the place of use indicated above.

In witness whereof the parties have executed this Schedule on the respective dates set forth below and this Schedule shall be deemed to have been executed on the later of such dates

Lessee: J&R Transport Inc. C/S

Lessor: **HSBC Bank Canada**

By: *Nossem Guliwala* Director, Equipment Finance
Nossem Guliwala (Jun 12, 2023 11:25 EDT)
Authorized Signatory Title

By: *Jalwinder Brar* director
Jalwinder Brar (Jun 12, 2023 12:34 CDT)
Authorized Signatory Title

By: *[Signature]* AVP, Equipment Finance
[Signature] (Jun 12, 2023 12:05 EDT)
Authorized Signatory Title

By: _____
Authorized Signatory Title

Date Jun 12, 2023

Date Jun 12, 2023







FRL - J&R Transport Inc. Sch 001 60M

Final Audit Report

2023-06-14

Created:	2023-06-14
By:	Kristie Dong (kristie.an.quan.x.dong@hsbc.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAACaJDgOOqBxAI8XD2H4_V_R2C4fbP1eSp

"FRL - J&R Transport Inc. Sch 001 60M" History

-  Document created by Kristie Dong (kristie.an.quan.x.dong@hsbc.ca)
2023-06-14 - 5:02:22 PM GMT- IP address: 199.43.244.10
-  Document emailed to Jalwinder Brar (jalwinder@jrtrans.ca) for signature
2023-06-14 - 5:05:04 PM GMT
-  Email viewed by Jalwinder Brar (jalwinder@jrtrans.ca)
2023-06-14 - 5:11:06 PM GMT- IP address: 71.201.25.41
-  Agreement viewed by Jalwinder Brar (jalwinder@jrtrans.ca)
2023-06-14 - 5:11:37 PM GMT- IP address: 71.201.25.41
-  Jalwinder Brar (jalwinder@jrtrans.ca) authenticated with phone by verifying one-time code sent to the phone number +X XXX-XXX-5175
2023-06-14 - 5:11:30 PM GMT
-  Document e-signed by Jalwinder Brar (jalwinder@jrtrans.ca)
Signature Date: 2023-06-14 - 5:11:47 PM GMT - Time Source: server- IP address: 71.201.25.41
-  Agreement completed.
2023-06-14 - 5:11:47 PM GMT

Annex A - Equipment Description

THIS ANNEX "A" TO THAT LEASE SCHEDULE NO. 001 AND MASTER
EQUIPMENT LEASE NO. 35606 BETWEEN
J&R Transport Inc. ("LESSEE") AND HSBC BANK CANADA ("LESSOR")

Vendor	Invoice No.	Equipment Description	Serial #
14634331 Canada Inc.	10150	USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: SAW91536025	1UYVS2530K6589308
DBA. Raider Truck and Trailer Sales		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: SAW91536023	1UYVS2533K6589321
		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: TAB91552857	1UYVS2533K6634824
		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: TAC91560477	1UYVS2535K6634825
		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: TAB91552858	1UYVS2536K6634820
		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: TAB91553192	1UYVS2533K6634807
		USED WHITE 2019 UTILITY REEFER - CARRIER 7500 X 4 - S/N: SAW91536015	1UYVS2539K6589310
		USED WHITE 2017 UTILITY REEFER - CARRIER 7500 X 4 - S/N: RAW91458969	1UYVS2534HM762512

J&R Transport Inc.

Per:

Jalwinder Brar
Jalwinder Brar (Jun 12, 2023 12:24 CDT)

director

Per:

HSBC BANK CANADA
Leasing Division

Per:

Nasim Gullwala
Nasim Gullwala (Jun 12, 2023 11:25 EDT)

Per:

Hussain Manji
Hussain Manji (Jun 12, 2023 11:27 EDT)

Dated:

Jun 12, 2023

Annex B - Rental Payments
THIS ANNEX "B" TO THAT LEASE SCHEDULE NO. 001 AND MASTER
EQUIPMENT LEASE NO. 35606 BETWEEN
J&R Transport Inc. ("LESSEE") AND HSBC BANK CANADA ("LESSOR")

Date	No. of Months	Rental Payments	HST	Total
2023-06-12	1	\$23,855.00	\$3,101.15	\$26,956.15
2023-07-12	59	\$12,857.55	\$1,671.48	\$14,529.03

J&R Transport Inc.

Per: *Jalwinder Brar* director
Jalwinder Brar (Jun 12, 2023 12:24 EDT)

Per: _____

HSBC BANK CANADA Leasing Division

Per: *Naseem Guliwala*
Naseem Guliwala (Jun 12, 2023 13:25 EDT)

Per: *Hussein Manji*
Hussein Manji (Jun 12, 2023 13:27 EDT)



June 9, 2023
 J&R Transport Inc.
 306-2233 Argentia Rd
 Mississauga, ON
 L5N 2X7

LETTER OF AUTHORIZATION

TO WHOM IT MAY CONCERN:

That HSBC Bank Canada ("Lessor") hereby authorizes the person whose name and specimen signature appears below to act as agent, representative and attorney-in-fact for and on behalf of J&R Transport Inc. ("Lessee") and as the case may be in all matters pertaining to the application for registration and/or renewal of registration in the name of "HSBC Bank Canada" for the plate portion in the name of J&R Transport Inc. of the vehicle's described below:

Make and Description	Serial Number
USED WHITE 2019 UTILITY REEFER	1UYVS2530K6589308
USED WHITE 2019 UTILITY REEFER	1UYVS2533K6589321
USED WHITE 2019 UTILITY REEFER	1UYVS2533K6634824
USED WHITE 2019 UTILITY REEFER	1UYVS2535K6634825
USED WHITE 2019 UTILITY REEFER	1UYVS2536K6634820
USED WHITE 2019 UTILITY REEFER	1UYVS2533K6634807
USED WHITE 2019 UTILITY REEFER	1UYVS2539K6589310
USED WHITE 2017 UTILITY REEFER	1UYVS2534HM762512

This Letter of Authorization is not valid for the purpose of effecting a sale, transfer or assignment of the said vehicle and is valid and may be acted upon only in the Province of ON

Our RIN # 125 769 525

Per: _____

Dated: _____

HSBC Bank Canada

Per: _____

Naseem Guliwala
 Director, Equipment Finance



June 12, 2023

J&R Transport Inc.
306-2233 Argentia Rd
Mississauga, ON
L5N 2X7

Re: **HSBC Lease Schedule No. 35606001**

We enclose the following documents with respect to the captioned transaction:

- Lease Schedule
- Irrevocable Direction to Pay
- Plating Letter

and only one set of:

- Amortization Schedule, for your records.

All original documents should be dated, duly executed by authorized signatory(ies) under seal if seal is available, on or prior to Commencement Date of Rental Payments and returned to our office together with **Confirmation of Insurance**. We shall debit your pre-authorized account in an amount as follows,

	Amount	GST	HST	Total
1st Rental	\$23,855.00	\$0.00	\$1,671.48	\$25,526.48
Documentation Fee	\$750.00	\$0.00	\$97.50	\$847.50
Total	\$24,605.00	\$0.00	\$1,768.98	\$26,373.98

HST # 891586281 RT0001

In the event that fully executed documents are not received at our office within 10 business days from May 30, 2023, HSBC reserves the right to redocument the Lease(s) or Contract(s) at the then prevailing interest rate(s) applicable to the subject transaction(s) with adjustments to be made to the rental payments and option to purchase amounts, if applicable.

Please advise your insurance agent to add the new equipment to your insurance policies as per the attached Insurance requirements as this is a precedent condition with respect to funding.

Please do not hesitate to contact our office should you have any questions.

Yours truly,

HSBC Bank Canada
Leasing Division

Support Analyst
Kristie Dong

HSBC Bank Canada

HSBC Bank Canada
Leasing Division
Fixed Rate Lease Schedule

Lease Schedule Number: 35606002 to Master Equipment Lease between HSBC Bank Canada ("Lessor") and

J&R Transport Inc. ("Lessee") dated June 12, 2023 (the "Master Equipment Lease")

The Master Equipment Lease is incorporated into this Schedule by reference, this Schedule constitutes a separate lease (a "Lease") from Lessor to Lessee of the Equipment described in this Schedule, in each case on the terms, and conditions set out in the Master Equipment Lease and in this Schedule. Capitalized terms used in this Schedule and not otherwise defined herein have the meanings set out in the Master Equipment Lease.

1. Equipment

Quantity	Make and Description	Model Number	Serial Number	Acquisition Cost
	Please refer to Annex A and forming part of this Schedule			
Total				1,415,000.00

2. Term

(a) Term (from Commencement Date of Rental Payments)	(b) Commencement Date of Rental Payments	(c) Termination Date of Term	(d) Commencement Date of Lease
54 Months	June 12, 2023	December 11, 2027	June 12, 2023

3. Currency:

Canadian dollars U.S. dollars

Unless otherwise expressly stated, all references to dollar amounts in this Schedule are to amounts in such indicated currency.

4. Rental

(a) Rental Payments: in advance in arrears will be made monthly quarterly annually.

(b) Rental Payments shall start with a payment due on the Commencement Date of Rental Payments shown above and payments thereafter on the same date in each month, quarter or year, as applicable, during the Term (each, a "Rental Payment Date").

	Initial Term (54 Months)	Secondary Term (Months)
(c) Rental Payments are as follows:	\$ Refer to Annex B	0.00
Provincial sales taxes, if any: (based on the current provincial sales tax rate, subject to change)	\$ Refer to Annex B	0.00
Goods and services tax or harmonized sales tax #R891586281: (based on the current applicable tax rate, subject to change)	\$ Refer to Annex B	0.00
Total Rental Payment:	\$ Refer to Annex B	0.00

(d) Number of Rental Payments: (excluding Interim Rental Payment) 54

(e) Interim Rental Payments for the period from the date, inclusive, of the execution of this Schedule by Lessee to the Commencement Date of Lease, exclusive, shall be paid in advance by Lessee to Lessor in an amount equal to the number of days in the said period multiplied by the per diem rental, plus applicable Taxes.

The per diem rental is \$ 1,006.85 per day. For greater certainty, it is the intention of Lessee and Lessor that they shall be bound by the terms and conditions of this Lease throughout the said interim period. Any references to Rental Payments in this Lease shall include such interim Rental Payments.

5. Purchase Option:

(a) Purchase Option Date: December 12, 2027

(b) Purchase Option Price, (plus applicable Taxes) \$ 100.00

6. Place of use (or if Mobile Goods, specify such)

Mobile Goods registered in ON

7. Required Amount of Liability Insurance - CAD

\$ 5,000,000.00

8. (a) Security Deposit

\$ 0.00

(b) Documentation Fee

\$ 750.00

Provincial sales taxes on Documentation Fee

\$ 0.00

Goods and services Tax or harmonized sales tax #R891586281 on Documentation Fee

\$ 97.50

Total Documentation Fee:

\$ 847.50

9. Province (law governing this Lease)

ON

10. Capital Cost Allowance Class (for Lessor purposes only)

(a) Class Number 10

(b) Capital Cost Allowance Rate 30 %

Declining Balance

Straight Line

11. Date of Delivery of Equipment June 15, 2023

Jalwinder Brar
E:\workspace\BNA\July 11 2023\12.11.CDT

12. Conditions Precedent

N/A

13. Language / Langue (For Schedules governed by Québec law only – Pour les Annexes régies par les lois du Québec seulement). The Lessee acknowledges having been offered the choice to enter into this Schedule in English or in French and that the Lessee has expressly requested to enter into a version of this Schedule drawn up exclusively in English, after being remitted the French version thereof. Therefore, the Lessee expressly agrees that this Schedule and all related documents, including notices, be drawn up exclusively in English. Le locataire reconnaît qu'on lui a offert le choix de conclure la présente Annexe en français ou en anglais et qu'il a expressément demandé que cette Annexe soit rédigée exclusivement en anglais, après avoir reçu la version française de celle-ci. Par conséquent, le locataire consent expressément à ce que cette Annexe et tous les documents qui s'y rattachent, y compris les avis, soient exclusivement rédigés en anglais.

Lessee acknowledges that the Equipment (including all accessories, where applicable) has been inspected by Lessee, is in good condition, has been installed, is operating satisfactorily and in all respects is as represented and acceptable to Lessee and that Lessor is directed and authorized to pay the supplier of the Equipment the purchase price owing for it. Lessee acknowledges that such Equipment is located at the place of use indicated above.

In witness whereof the parties have executed this Schedule on the respective dates set forth below and this Schedule shall be deemed to have been executed on the later of such dates

Lessee: J&R Transport Inc. C/S

Lessor: HSBC Bank Canada

By: [Signature] Director, Equipment Finance
Authorized Signatory Title

By: Jalwinder Brar director
Authorized Signatory Title

By: [Signature] AVP, Equipment Finance
Authorized Signatory Title

By: _____
Authorized Signatory Title

Date Jun 12, 2023

Date Jun 12, 2023





FRL - J&R Transport Inc. Sch 001 60M

Final Audit Report

2023-06-14

Created:	2023-06-14
By:	Kristie Dong (kristie.an.quan.x.dong@hsbc.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAACaJDgOOqBxAI8XD2H4_V_R2C4fbP1eSp

"FRL - J&R Transport Inc. Sch 001 60M" History

-  Document created by Kristie Dong (kristie.an.quan.x.dong@hsbc.ca)
2023-06-14 - 5:02:22 PM GMT- IP address: 199.43.244.10
-  Document emailed to Jalwinder Brar (jalwinder@jrtrans.ca) for signature
2023-06-14 - 5:05:04 PM GMT
-  Email viewed by Jalwinder Brar (jalwinder@jrtrans.ca)
2023-06-14 - 5:11:06 PM GMT- IP address: 71.201.25.41
-  Agreement viewed by Jalwinder Brar (jalwinder@jrtrans.ca)
2023-06-14 - 5:11:37 PM GMT- IP address: 71.201.25.41
-  Jalwinder Brar (jalwinder@jrtrans.ca) authenticated with phone by verifying one-time code sent to the phone number +X XXX-XXX-5175
2023-06-14 - 5:11:30 PM GMT
-  Document e-signed by Jalwinder Brar (jalwinder@jrtrans.ca)
Signature Date: 2023-06-14 - 5:11:47 PM GMT - Time Source: server- IP address: 71.201.25.41
-  Agreement completed.
2023-06-14 - 5:11:47 PM GMT

Annex A - Equipment Description

THIS ANNEX "A" TO THAT LEASE SCHEDULE NO. 002 AND MASTER
EQUIPMENT LEASE NO. 35606 BETWEEN
J&R Transport Inc. ("LESSEE") AND HSBC BANK CANADA ("LESSOR")

Vendor	Invoice No.	Equipment Description	Serial #
14634331 Canada Inc. DBA. Raider Truck and Trailer Sales	10148	USED RED 2021 FREIGHTLINER CASCADIA	3AKJHHR0MSMS3733
		USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHR3LLK2082
		USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHR4LLK2088
		USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHR6LSLK2050
		USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHR3LSLM7875
	10149	USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHR9LLK2099
		USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHR7LSLK2011
		USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHR9LSLK2074
		USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHRXLLK2080
		USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHR5LLK2164

J&R Transport Inc.

Per:

Jalwinder Brar director
Jalwinder Brar (Jun 12, 2023 11:58 CDT)

Per:

HSBC BANK CANADA
Leasing Division

Per:

Naseem Guliwala
Naseem Guliwala (Jun 12, 2023 13:03 EDT)

Per:

Hussein Manji
Hussein Manji (Jun 12, 2023 13:22 EDT)

Dated:

Jun 12, 2023

Annex B - Rental Payments
 THIS ANNEX "B" TO THAT LEASE SCHEDULE NO. 002 AND MASTER
 EQUIPMENT LEASE NO. 35606 BETWEEN
 J&R Transport Inc. ("LESSEE") AND HSBC BANK CANADA ("LESSOR")

Date	No. of Months	Rental Payment	HST	Total
2023-06-12	1	\$51,145.00	\$6,648.85	\$57,793.85
2023-07-12	53	\$30,205.55	\$3,926.72	\$34,132.27

J&R Transport Inc.

Per: *Jalwinder Brar* director
Jalwinder Brar (Jun 12, 2023 11:58 CDT)

Per: _____

HSBC BANK CANADA Leasing Division

Per: *Naseem Guliwala*
Naseem Guliwala (Jun 12, 2023 13:03 EDT)

Per: *Hussein Manji*
Hussein Manji (Jun 12, 2023 13:22 EDT)



June 9, 2023
 J&R Transport Inc.
 306-2233 Argentia Rd
 Mississauga, ON
 L5N 2X7

LETTER OF AUTHORIZATION

TO WHOM IT MAY CONCERN:

That HSBC Bank Canada ("Lessor") hereby authorizes the person whose name and specimen signature appears below to act as agent, representative and attorney-in-fact for and on behalf of J&R Transport Inc. ("Lessee") and as the case may be in all matters pertaining to the application for registration and/or renewal of registration in the name of "HSBC Bank Canada" for the plate portion in the name of J&R Transport Inc. of the vehicle's described below:

Make and Description	Serial Number
USED RED 2021 FREIGHTLINER CASCADIA	3AKJHHDROMSMS3733
USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHDR3LLK2082
USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHDR4LLK2088
USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHDR6LSLK2050
USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHDR3LSLM7875
USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHDR9LLK2099
USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHDR7LSLK2011
USED RED 2020 FREIGHTLINER CASCADIA	3AKJHHDR9LSLK2074
USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHDRXLLK2080
USED RED 2020 FREIGHTLINER CASCADIA	1FUJHHDR5LLK2164

This Letter of Authorization is not valid for the purpose of effecting a sale, transfer or assignment of the said vehicle and is valid and may be acted upon only in the Province of ON

Our RIN # 125 769 525

Per: _____

Dated: _____

HSBC Bank Canada

Per: _____

Naseem Guliwala
 Director, Equipment Finance

RESTRICTED



June 12, 2023

J&R Transport Inc.
306-2233 Argentia Rd
Mississauga, ON
L5N 2X7

Re: **HSBC Lease Schedule No. 35606002**

We enclose the following documents with respect to the captioned transaction:

- Lease Schedule
- Irrevocable Direction to Pay
- Plating Letter

and only one set of:

- Amortization Schedule, for your records.

All original documents should be dated, duly executed by authorized signatory(ies) under seal if seal is available, on or prior to Commencement Date of Rental Payments and returned to our office together with **Confirmation of Insurance**. We shall debit your pre-authorized account in an amount as follows,

	Amount	GST	HST	Total
1st Rental	\$51,145.00	\$0.00	\$3,926.72	\$55,071.72
Documentation Fee	\$750.00	\$0.00	\$97.50	\$847.50
Total	\$51,895.00	\$0.00	\$4,024.22	\$55,919.22

HST # 891586281 RT0001

In the event that fully executed documents are not received at our office within 10 business days from May 30, 2023, HSBC reserves the right to redocument the Lease(s) or Contract(s) at the then prevailing interest rate(s) applicable to the subject transaction(s) with adjustments to be made to the rental payments and option to purchase amounts, if applicable.

Please advise your insurance agent to add the new equipment to your insurance policies as per the attached Insurance requirements as this is a precedent condition with respect to funding.

Please do not hesitate to contact our office should you have any questions.

Yours truly,

HSBC Bank Canada
Leasing Division

Support Analyst
Kristie Dong

HSBC Bank Canada

This is Exhibit "D" referred to in the Affidavit of Mark Lavecchia
sworn before me this 8th day of November, 2024



Commissioner for Taking Affidavits



Royal Bank of Canada General Security Agreement

SRF:
320594419

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

BORROWER:
J & R TRANSPORT INC.

1. SECURITY INTEREST

a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- i) all Inventory of whatever kind and wherever situate;
- ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- iv) all lists, records and files relating to Debtor's customers, clients and patients;
- v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- vi) all contractual rights and insurance claims;
- vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

4. COVENANTS OF THE DEBTOR

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

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

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

12. ACCELERATION

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

13. REMEDIES

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

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

b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. COPY OF AGREEMENT



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

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR J & R TRANSPORT INC.			
ADDRESS OF BUSINESS DEBTOR 2233 ARGENTIA ROAD, 306	CITY MISSISSAUGA	PROVINCE ON	POSTAL CODE L5N 2X7

IN WITNESS WHEREOF executed this 2023-06-01 day of _____, _____.

J & R TRANSPORT INC.
 e-Signed by JALWINDER BRAR 
 on 2023-06-01 15:25:20 GMT
 _____ 

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

2233 ARGENTIA ROAD, 306

MISSISSAUGA

ON

CA

L5N 2X7

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 Mark Lavecchia
sworn before me this 8th day of November, 2024



Commissioner for Taking Affidavits



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
320594419

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

BORROWER:
J & R TRANSPORT INC.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **J & R TRANSPORT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,950,000.00 One Million Nine 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 announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

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

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

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

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

EXECUTED this 2023-06-01 day of _____, _____.

e-Signed by JALWINDER BRAR
~~JALWINDER BRAR~~ on 2023-06-01 15:25:36 GMT

WITNESS

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

Full name and address
JALWINDER BRAR
10036 TENTH LINE , GEORGETOWN, ON L7G 0N2

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

This is Exhibit "F" referred to in the Affidavit of Mark Lavecchia
sworn before me this 8th day of November, 2024



Commissioner for Taking Affidavits

RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 1
(3613)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : J&R TRANSPORT INC.

FILE CURRENCY : 05NOV 2024

ENQUIRY NUMBER 20241106195835.66 CONTAINS 336 PAGE(S), 92 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9

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

(crij6 05/2022)

CONTINUED... 2



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 2
(3614)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
509081157

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20240912 1010 9407 0816	R RSLA	01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	ADDRESS	MISSISSAUGA	ONTARIO CORPORATION NO.
	J&R TRANSPORT INC	2233 ARGENTIA ROAD UNIT 306		ON L5N 2X7

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	MISSISSAUGA	ON	L4T 4J5
EAGLE TOWING & RECOVERY	6972 AIRPORT ROAD			

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
		X			6102

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 WABASH	REEFER	1UJVV532BXHL971211

GENERAL COLLATERAL DESCRIPTION	STORAGE

REGISTERING AGENT	ADDRESS

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

CONTINUED...

3

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 3
(3615)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
509050665

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20240911 1309 9407 0787	R RSLA	01

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
J&R TRANSPORT INC				

02

03 BUSINESS NAME

04 ADDRESS 2233 ARGENTIA ROAD UNIT 306 MISSISSAUGA ON L5N 2X7 ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT EAGLE TOWING & RECOVERY

09 ADDRESS 6972 AIRPORT ROAD MISSISSAUGA ON L4T 4J5

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED				
				X	7322			

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
REFER	2017 WABASH		1JUV532B2HL971218

11

12 VEHICLE

13 GENERAL STORAGE

14 COLLATERAL DESCRIPTION

15 REGISTERING AGENT

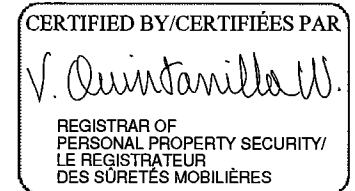
16 ADDRESS

17

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

CONTINUED...

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RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 4
(3616)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
509013198

CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20240910 1410 2758 5504 R RSLA 01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

J&R TRANSPORT INC. BUSINESS NAME ADDRESS 1132-99 WYSE ROAD DARTMOUTH ONTARIO CORPORATION NO. NS B3A 485

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

VFS CANADA INC. BUSINESS NAME ADDRESS 238 WELLINGTON ST E 3RD FLR AURORA ONTARIO CORPORATION NO. ON L4G 1J5

SECURED PARTY / LIEN CLAIMANT DELTA TRUCK REPAIR CENTRE INC.

ADDRESS 50 NORTHFACE CRESCENT BRAMPTON ON L6R 2Y2

COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X 83142

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.
2024 VOLVO VVN 4V4NC9EH8RN640722

GENERAL COLLATERAL DESCRIPTION COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12660

REGISTERING AGENT BDSL - 24-12660

ADDRESS 106-162 GUELPH ST GEORGETOWN ON L7G 5X7

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

CONTINUED... 5

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

(ej1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 5
(3617)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507988908

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20240807 1014 1532 6788	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
J & R TRANSPORT INC.				

BUSINESS NAME	ADDRESS	BRAMPTON	ONTARIO CORPORATION NO.
J & R TRANSPORT INC.	58 RAVENCLIFFE CRT		ON L6X4N9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
ROYAL BANK OF CANADA				

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
ROYAL BANK OF CANADA		

SECURED PARTY / LIEN CLAIMANT	ADDRESS	BURLINGTON	ON	L7L 6M1
ROYAL BANK OF CANADA	5575 NORTH SERVICE RD,STE 300			

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
2019 VOLVO		VNR300	4V4W19EG2KN907568
2019 VOLVO		VNR300	4V4W19EG8KN902004

GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000082114.
 COLLATERAL EQUIPMENT DESCRIPTION, 5X 2019 VOLVO VNR300 TRUCKS, VIN
 DESCRIPTION 4V4W19EG2KN907568 / 4V4W19EG8KN902004 / 4V4W19EG3KN902010 /

REGISTERING AGENT	D + H LIMITED PARTNERSHIP	ADDRESS	MISSISSAUGA	ON	L4Z 1H8
		2 ROBERT SPECK PARKWAY, 15TH FLOOR			

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

CONTINUED... 6

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 6
(3618)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507988908

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CAUTION PILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20240807 1014 1532 6788		

01

02
03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

04

BUSINESS NAME

ONTARIO CORPORATION NO.

05

ADDRESS

06
07

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

ADDRESS

09

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

10

11
12

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 VOLVO	VNR300	4V4W19EG3KN902010
	2019 VOLVO	VNR300	4V4W19EG1KN901843

13
14
15

GENERAL COLLATERAL DESCRIPTION
4V4W19EG1KN901843 / 4V4W19EG2KN907442 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY

16
17

REGISTERING AGENT

ADDRESS

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

CONTINUED...

7

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 7
(3619)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507988908

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	5		20240807 1014 1532 6788		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2019 VOLVO	VNR300	4V4W19EG2KN907442

GENERAL COLLATERAL DESCRIPTION OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

REGISTERING AGENT ADDRESS

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

CONTINUED...

8

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 8
(3620)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
507988908

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 5 20240807 1014 1532 6788

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

04 ADDRESS ONTARIO CORPORATION NO.

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATEL
14 COLLATERAL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
15 DESCRIPTION RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 9
(3621)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507988908

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20240807 1014 1532 6788		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

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

REGISTERING AGENT
ADDRESS

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

CONTINUED... 10

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 10
(3622)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADITION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240924 1358 1793 3679	
21	FILE NUMBER	507988908			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		J & R TRANSPORT INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	AMENDED TO ADD A DEBTOR			
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		J&R TRANSPORT INC.			
04/07	ADDRESS	2233 ARGENTIA RD, UNIT 306		MISSISSAUGA	ONTARIO CORPORATION NO. ON L5N2X7
29	ASSIGNOR SECURED PARTY/LEEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED OR MATURITY DATE	
10	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/LEEN CLAIMANT	ADDRESS	AIRD & BERLIS LLP	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO ON M5J2T9

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (crj2fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 11
(3623)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507684366

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	5		20240729 0949 1532 3969	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
J & R TRANSPORT INC.				

BUSINESS NAME	ADDRESS	BRAMPTON	ON	L6X4N9
J & R TRANSPORT INC.	58 RAVENCLIFFE CRT			

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME	ADDRESS	BRAMPTON	ON	L6X4N9

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	BURLINGTON	ON	L7L 6M1
ROYAL BANK OF CANADA	5575 NORTH SERVICE RD, STE 300			

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
2019 FREIGHTLINER		CASCADIA	3AKJHHRXKSKG4308
2019 FREIGHTLINER		CASCADIA	3AKJHPDV0KSKS3228

GENERAL COLLATERAL DESCRIPTION
EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000081976.
EQUIPMENT DESCRIPTION, 2X 2019 FREIGHTLINER CASCADIA, VIN
3AKJHHRXKSKG4308 / 3AKJHPDV0KSKS3228 TOGETHER WITH ALL ATTACHMENTS,

REGISTERING AGENT	ADDRESS	MISSISSAUGA	ON	L4Z 1H8
D + H LIMITED PARTNERSHIP	2 ROBERT SPECK PARKWAY, 15TH FLOOR			

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 12
(3624)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507684366

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	5		20240729 0949 1532 3969		

02

03

04

05

06

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17

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

ONTARIO CORPORATION NO.

DEBTOR NAME BUSINESS NAME

ADDRESS

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

ONTARIO CORPORATION NO.

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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

MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERE TO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

REGISTERING AGENT ADDRESS

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

CONTINUED... 13

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 13
(3625)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507684366

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 5 20240729 0949 1532 3969

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

ADDRESS ONTARIO CORPORATION NO.

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

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT
ADDRESS

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

MOTOR YEAR MAKE MODEL V.I.N.
VEHICLE

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

REGISTERING AGENT
ADDRESS

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(c/j1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 14
(3626)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507684366

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	5		20240729 0949 1532 3969		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION: PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

13

REGISTERING AGENT

14

ADDRESS

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

15

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

(cj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 15
(3627)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
507684366

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	5		20240729 0949 1532 3969		

DEBTOR NAME: [REDACTED] DATE OF BIRTH: [REDACTED] FIRST GIVEN NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]

BUSINESS NAME: [REDACTED]

ONTARIO CORPORATION NO.: [REDACTED]

ADDRESS: [REDACTED]

DEBTOR NAME: [REDACTED] DATE OF BIRTH: [REDACTED] FIRST GIVEN NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]

BUSINESS NAME: [REDACTED]

ONTARIO CORPORATION NO.: [REDACTED]

ADDRESS: [REDACTED]

SECURED PARTY / LIEN CLAIMANT: [REDACTED]

ADDRESS: [REDACTED]

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

MOTOR VEHICLE: YEAR MAKE: [REDACTED] MODEL: [REDACTED] V.I.N.: [REDACTED]

GENERAL COLLATERAL DESCRIPTION: [REDACTED]

REGISTERING AGENT: [REDACTED] ADDRESS: [REDACTED]

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

CONTINUED... 16

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

(crj1fv 05/2022)



RUN NUMBER : 311
RUN DATE : 2024/11/06
ID : 20241106195835.66

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

REPORT : PSSR060
PAGE : 16
(3628)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : J&R TRANSPORT INC.
FILE CURRENCY : 05NOV 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240924 1358 1793 3678	
21	RECORD FILE NUMBER	507684366			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		J & R TRANSPORT INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	AMENDED TO ADD A DEBTOR			
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/06		J&R TRANSPORT INC.			
04/07	ADDRESS	2233 ARGENTIA RD, UNIT 306		MISSISSAUGA	ONTARIO CORPORATION NO. ON L5N2X7
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	DATE OF MATURITY OR NO FIXED MATURITY DATE
16	REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT	ADDRESS	AIRD & BERLIS LLP 181 BAY STREET, SUITE 1800, BOX# 754 TORONTO ON M5J2T9		

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES
 (crj2fv 05/2022)

