

The benefits and services we provide to any of you and the Cardholders are subject to terms and conditions, which may be amended by us from time to time, without notice to you or any Cardholder.

32. Limitations on Our Liability:

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you or any Cardholder for damages (including, but not limited to, special, indirect or consequential damages) that may result if, for any reason, a Card or Card number is not accepted or a Cardholder is unable to access the Account.

33. Termination:

- a. We or any one of you may terminate this Agreement at any time by giving notice of termination to the other party(ies) in writing. We will direct it to the Applicant's address last appearing on our records. Your notice must be directed to our address appearing on your last Account Statement.
- b. If any one of the following events occurs, it will mean you are in default. We may terminate this Agreement immediately and without giving you any notice, if:
 - i. any one of you becomes insolvent or bankrupt;
 - ii. someone files a petition in bankruptcy against any one of you;
 - iii. any one of you makes an unauthorized assignment for the benefit of your creditors;
 - iv. any one of you or someone else institutes any proceedings for the dissolution, liquidation or winding up of your affairs;
 - v. any one of you or someone else institutes any other type of insolvency proceeding involving your assets under the Bankruptcy and Insolvency Act or otherwise;
 - vi. the Applicant ceases or gives notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or any one of you commits an act of bankruptcy;
 - vii. you fail to pay any Debt or to perform any other obligation to us as required under this Agreement;
 - viii. any one of you makes any statement or representation to us that is untrue in any material respect when made; or
 - ix. there is, in our opinion, a material adverse change in the financial condition of any one of you.
- c. If this Agreement is terminated, you must immediately pay all Debt and ensure that each Cardholder destroys their Card and any unused Credit Card Cheques.
- d. If you fail to comply with your obligations to us under this Agreement, you will be liable to us for:
 - i. all costs and expenses if we use a collection agency to collect or attempt to collect the Debt;
 - ii. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt; and
 - iii. all costs and expenses we incur in reclaiming any Card and Credit Card Cheque.

34. Exchange of Information Between You and Us:

Information about a Cardholder's use of their Card or Account, and pertinent information about any reimbursement of Debt received by Cardholder from the Applicant (or any Owner), Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

35. Liability Waiver Program:

If you have a Visa Platinum Avion, Visa Business or Visa Business Gold Account, the Liability Waiver Program is made available at no cost. You may request us to waive, in accordance with the Liability Waiver Program, your liability for certain unauthorized charges posted to the Account, as set out in this Agreement.

You will abide by the provisions of the Liability Waiver Program as in effect from time to time.

36. Governing Law:

This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Applicant resides (or the laws of the Province of Ontario if the Applicant resides outside Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where the Applicant resides (or the courts in the Province of Ontario if the Applicant resides outside of Canada) shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

37. Complete Agreement, etc.:

This Agreement constitutes the complete agreement between you and us with respect to the Account and Card(s) and related matters. No failure on your part to exercise, and no delay by us in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by us of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by us under this Agreement.

38. No Assignment:

Neither the Applicant, nor any Owner, Cardholder or Signing Authority has the right to assign or transfer this Agreement, any Card or Account, to anyone else. If a transfer or assignment takes place, this Agreement will be terminated unless we state, in writing, that it is not terminated.

39. Your Choice of Language:

When you applied for an Account, you indicated whether you wanted us to communicate with you in English or French. We will respect your choice in all our correspondence with you. If you would like a copy of this Agreement in the other language or would otherwise prefer to deal with us in the other language, you will let us know.

40. In Quebec:

You have expressly requested that this Agreement and all related documents, including, but not limited to, notices, be drawn up in the English language. *Vous avez expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.*

41. How to Contact Us:

If you need help or have questions about the Account, call us toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512) during regular business hours.

42. Additional Access to Account:

We authorize any individual holding a business client card or business client identification number (B.C.I.N.), issued by us in the name of the Applicant, to obtain advances from the Account, to transfer and deposit funds to the Account and to obtain information about the Account and transactions on the Account by using such business client card or B.C.I.N. in accordance with the terms of the agreements governing the use of such business client card or B.C.I.N.

43. Collection, Use and Disclosure of Information:

This Section describes how we collect, use and disclose Customer information in connection with the Account. In this Section: (i) "Customer" means the Applicant and each Owner, Signing Authority and Cardholder and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

I. Collecting Information

We may collect and confirm financial and other information about Customer during the course of our relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
- ii. related to transactions arising from Customer's relationship with and through us, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

We may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through us; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to us.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by us from credit reporting agencies.

II. Using Information

All information collected by and provided to us may be used and disclosed from time to time for the following purposes:

- i. to verify Customer's identity and investigate Customer's background;
- ii. to open and operate the Account or provide other products and services;
- iii. to better understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for products and services;
- v. to help us better understand the current and future needs of our clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help us better manage our business and our relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and

- x. as required or permitted by law.

For these purposes, we may (i) share the information with other persons, including our Representatives who are required to maintain the confidentiality of the information; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event the information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, we may give the information to other persons.

We may also use the information and share it with our affiliates to: (i) manage our risks and operations and those of our affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let our affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If we have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

III. Other Uses

All information collected by and provided to us may also be used and disclosed for the following purposes:

- i. promoting our products and services, and products and services of third parties we select, that may be of interest;
- ii. where not prohibited by law, referring Customer to our affiliates and for our affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, we and our affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with our affiliates, we and our affiliates may, where not prohibited by law, consolidate all of the information we have with information any of our affiliates has about Customer in order to manage the business of, and relationships with, us and our affiliates.

For the purposes described in subsections (i) and (ii), we and our affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting us, and Customer will not be refused credit or other services just for this reason.

IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by us or on behalf of us or our affiliates, or in any of our advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to understand Customer interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. Customer may choose not to have this information collected or used for the online personalization purposes described in

this Section by contacting us.

V. Contact Us

Customer may obtain access to personal information we have about Customer at any time, including to review its content and accuracy and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to personal information, or to request that Customer's information not be used for "Other Uses", contact Customer's main branch or call us toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about our privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above, or visiting our website at www.rbc.com/privacysecurity/ca/.

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, we may request Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. Customer will promptly comply with these requests.

VII. Other Persons

We are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than by us and our Representatives to the extent agreed by us in this Agreement.

VIII. Consents, etc.

Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing Customer information in accordance with this Agreement and applicable laws.

IX. Additional Consent

Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

X. Our Information

Customer will use the products and services and our confidential information only for the purposes they are provided by us, and will ensure that our confidential information is not disclosed to any person except: (i) Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, Customer will notify us in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by us.

XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

Signed as of the 20th day of February, 2019
Month Year

KHAIRA MOTOR FREIGHT INC

(PRINT) Applicant's legal business name (Name of the sole proprietor, partnership or corporation)

Per:  *

Name of Owner: HARVINDER SINGH

Title: DIRECTOR

Per: _____ *

Name of Owner: _____

Title: _____

Per: _____ *

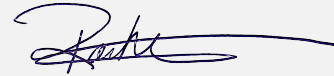
Name of Owner: _____

Title: _____

(*I/WE have authority to bind the Applicant.)
 (*I/WE agree to be jointly and severally (in Quebec, solidarily) liable with the Applicant and the Owner(s).)

®/™ Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.
 ‡ All other trademarks are the property of their respective owners.

This is **Exhibit "L"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

**Royal Bank of Canada**
Guarantee and Postponement of ClaimSRF:
535028641BRANCH ADDRESS:
30 DUKE ST W
8TH FLR
KITCHENER, ON
N2H 3W5BORROWER:
KHAIRA MOTOR FREIGHT 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 **KHAIRA MOTOR FREIGHT 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 **\$25,000.00 Twenty-Five 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*

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Reference No. 331392556

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

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

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

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

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

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

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

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

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

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

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

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

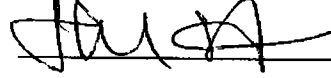
(Applicable
in all
P.P.S.A
Provinces.)

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

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

EXECUTED this 29th day of Dec, 2020

H & H HOLDING INC.

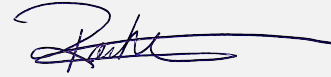


Insert the full name and address of guarantor (Undersigned above).

| Full name and address |
|---------------------------------------|
| 83 CANNING CRES, CAMBRIDGE, ON N1T1V8 |

This is **Exhibit "M"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104848.78

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

REPORT : PSSR060
PAGE : 1
(2023)

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 : H & H HOLDING INC.

FILE CURRENCY : 09JUN 2024

ENQUIRY NUMBER 20240610104848.78 CONTAINS 5 PAGE(S), 3 FAMILY(IES).

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

FOGLERS
SHANE
77 KING
TO ON M7Y 2Z8

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

(crtj6 05/2022)

CONTINUED... 2



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104848.78

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

REPORT : PSSR060
PAGE : 2
(2024)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H & H HOLDING INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
796218975

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 1 | | 20230815 1125 1532 1224 | P PPSA | 05 |

01

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

02

BUSINESS NAME H & H HOLDINGS INC.

03

ADDRESS 7 FAIRCOURT AVENUE CHATHAM

04

ONTARIO CORPORATION NO.
ON N7L2X2

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

05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08

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

09

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

10

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

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT D + H LIMITED PARTNERSHIP

16

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

17

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

CONTINUED... 3

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

(crjfv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104848.78

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

REPORT : PSSR060
PAGE : 3
(2025)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H & H HOLDING INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769121811

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 001 | | 20210111 0955 1862 8800 | P PPSA | 5 |

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

DEBTOR NAME BUSINESS NAME H & H HOLDING INC.

ADDRESS 39 CHAMBERLAIN DR. CAMBRIDGE

ONTARIO CORPORATION NO. 5039691

ON N1T1L8

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

DEBTOR NAME BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 36 YORK MILLS ROAD, 4TH FL. TORONTO

ON M2P0A4

COLLATERAL CLASSIFICATION

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

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

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION GENERAL ASSIGNMENT OF RENTS ON PROPERTY MUNICIPALLY KNOWN AS 2020 SAFARI ROAD, FLAMBOROUGH, ONTARIO

REGISTERING AGENT MCCARTER GRESPLAN BEYNON WEIR PC

ADDRESS 675 RIVERBEND DRIVE KITCHENER

ON N2K 3S3

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

CONTINUED... 4

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104848.78

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

REPORT : PSSR060
PAGE : 4
(2026)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H & H HOLDING INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768921093

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 01 | 001 | | 20201230 1942 1531 8924 | P PPSA | 5 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME H & H HOLDING INC.

02
03

ADDRESS 39 CHAMBERLIN DR CAMBRIDGE ONTARIO CORPORATION NO. ON N1T 1L8

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

05
06

07

SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

08
09

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

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

16
17

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

CONTINUED... 5

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104848.78

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

REPORT : PSSR060
PAGE : 5
(2027)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H & H HOLDING INC.
FILE CURRENCY : 09JUN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

| FILE NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|---------------------|---------------------|---------------------|
| 796218975 | 20230815 1125 1532 1224 | | | |
| 769121811 | 20210111 0955 1862 8800 | | | |
| 768921093 | 20201230 1942 1531 8924 | | | |

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

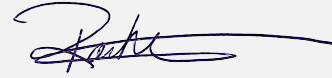
CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(orj6 05/2022)



This is **Exhibit "N"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 1
(1991)

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

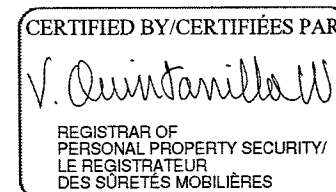
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.

FILE CURRENCY : 09JUN 2024

ENQUIRY NUMBER 20240610104940.36 CONTAINS 31 PAGE(S), 10 FAMILY(IES).

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

FOGLERS
SHANE
77 KING
TO ON M7Y 2Z7



(crj6 05/2022)

CONTINUED... 2

RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 2
(1992)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
781463286

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 1 | | 20220328 1032 1902 5883 | P PPSA | 04 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|--------------------------|---------|-----------|-------------------------|
| 02 | | | | | |
| 03 | | KHAIRA MOTOR FREIGHT INC | | | |
| 04 | | 83 CANNING CRES | | CAMBRIDGE | ON N1T 1V8 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|-----------------------------------|---------|-------------|-------------------------|
| 05 | | | | | |
| 06 | | TPINE LEASING CAPITAL CORPORATION | | | |
| 07 | | 6050 DIXIE ROAD | | MISSISSAUGA | ON L5T 1A6 |

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | | | X | 81500 | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------|----------|------------------|
| 11 | 2019 FREIGHTLINER | CASCADIA | 1FUJHHR7KLKA2988 |

13 GENERAL COLLATERAL DESCRIPTION

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

*** 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 : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 3
(1993)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780423237

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 1 | | 20220215 1430 1902 5554 | P PPSA | 03 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|-------------------|
| | | KHAIRA | | MOTOR FREIGHT INC |

02

03 DEBTOR NAME BUSINESS NAME KHAIRA MOTOR FREIGHT INC

04

ADDRESS 83 CANNING CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N1T 1V8

05

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

06

07 DEBTOR NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT TPINE LEASING CAPITAL CORPORATION

09

ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------------|------------------------|--------|---------------------|------------------------|
| | | | | X | 67235 | | |

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------|---------|-------------------|
| | 2017 WESTERN STAR | CORNADO | 5KJJBHDR7HLJD2073 |

11

12

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

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

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

CONTINUED... 4

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 4
(1994)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 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 | | 20220215 1735 1901 1844 | | | |
| 21 | RECORD REFERENCED | FILE NUMBER | 780423237 | | | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD | | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME | | | |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | KHAIRA MOTOR FREIGHT INC | | | | |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | AMEND LOAN AMOUNT FROM 67235.00 TO 59500.00 | | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | | |
| 03/06 | TRANSFEEE | BUSINESS NAME | | | | | |
| 04/07 | ADDRESS | ONTARIO CORPORATION NO. | | | | | |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | | | |
| 08/09 | ADDRESS | COLLATERAL CLASSIFICATION | | | | | |
| 10 | CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
| 11 | MOTOR VEHICLE GENERAL DESCRIPTION | YEAR | MAKE | MODEL | V.I.N. | AMOUNT | 59500 |
| 12 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | ESC CORPORATE SERVICES LTD. 445 KING STREET WEST, SUITE 400 | | TORONTO | ON | M5V 1K4 |

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

CONTINUED... 5

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

(crj2fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 5
(1995)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780423399

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 1 | | 20220215 1436 1901 1788 | P PPSA | 03 |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME KHAIRA MOTOR FREIGHT INC

03

ADDRESS 83 CANNING CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N1T 1V8

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

06

ADDRESS ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT TPINE LEASING CAPITAL CORPORATION

08

ADDRESS 6050 DIXIE ROAD MISSISSAUGA ON L5T 1A6

09

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE |
|----------------|-----------|-----------|----------|-------|------------------------|--------|---------------------|------------------------|
| | | X | | | X | 59500 | | |

10

MOTOR VEHICLE YEAR MAKE 2017 WESTERN STAR MODEL CORNADO V.I.N. 5KJJBHDR5HLJD2072

11

VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

14

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

15

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

16

AGENT

17

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

CONTINUED... 6

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

(rij1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 6
(1996)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776489886

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 2 | | 20210917 1204 1532 9045 | P PPSA | 04 |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|--------------------------|---------|---------|
| | | KHAIRA MOTOR FREIGHT INC | | |

02

| DEBTOR NAME | BUSINESS NAME | ADDRESS | CITY | PROV | POSTAL | ONTARIO CORPORATION NO. |
|-------------|--------------------------|-----------------|-----------|------|--------|-------------------------|
| | KHAIRA MOTOR FREIGHT INC | 83 CANNING CRES | CAMBRIDGE | ON | N1T1V8 | |

03

04

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 15NOV1977 | HARVINDER | | SINGH |

05

| DEBTOR NAME | BUSINESS NAME | ADDRESS | CITY | PROV | POSTAL | ONTARIO CORPORATION NO. |
|-------------|---------------|-----------------|-----------|------|--------|-------------------------|
| | | 83 CANNING CRES | CAMBRIDGE | ON | N1T1V8 | |

06

07

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | CITY | PROV | POSTAL |
|-------------------------------|---------------------|-----------|------|--------|
| THE BANK OF NOVA SCOTIA | 10 WRIGHT BOULEVARD | STRATFORD | ON | N5A7X9 |

08

09

| COLLATERAL CLASSIFICATION | | | | | | | |
|---------------------------|-----------|----------|-------|------------------------|-----------|-----------------------------------|------------------------|
| CONSUMER GOODS | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE |
| | X | | X | X | 103581.68 | | |

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-----------------|-------------|-------------------|
| | 2018 LAND ROVER | RANGE ROVER | SALGV5RE7JA506814 |

11

12

GENERAL COLLATERAL DESCRIPTION: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

13

14

15

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

16

17

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

CONTINUED... 7

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 7
(1997)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776489886

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 2 | | 20210917 1204 1532 9045 | | |

01

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|-----------|
| | 15NOV1977 | SINGH | | HARVINDER |

02

03

04

BUSINESS NAME
ADDRESS 83 CANNING CRES CAMBRIDGE ONTARIO CORPORATION NO. N1T1V8

05

06

07

08

09

SECURED PARTY / LIEN CLAIMANT
ADDRESS

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

10

11

12

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14

15

16

17

MOTOR VEHICLE
YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION

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 : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 8
(1998)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
772408998

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 001 | 2 | X | 20210511 1640 6005 2136 | P PPSA | 06 |

01

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

02

03

BUSINESS NAME : KHAIRA MOTOR FREIGHT INC.

04

ADDRESS : 1339 INDUSTRIAL ROAD CAMBRIDGE ON N3H 4W3

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|-------------|---------------|------------------|---------|---------|
| | 15NOV1977 | HARVINDER | | SINGH |

05

06

BUSINESS NAME : KHAIRA MOTOR FREIGHT INC.

07

ADDRESS : 1339 INDUSTRIAL ROAD CAMBRIDGE ON N3H 4W3

08

SECURED PARTY / LIEN CLAIMANT : CWB NATIONAL LEASING INC.

09

ADDRESS : 1525 BUFFALO PLACE (3054394) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N. |
|---------------|------|---------|-------------------|-------------------|
| | 2022 | HYUNDAI | COMPOSITE DRY VAN | 3H3V532K1NS168059 |
| | 2022 | HYUNDAI | COMPOSITE DRY VAN | 3H3V532K8NS168060 |

11

12

13 GENERAL : AGREEMENT NUMBER 3054394, TOGETHER WITH ALL ATTACHMENTS,
14 COLLATERAL : ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY
15 DESCRIPTION : OR INDIRECTLY THEREFROM.

16 REGISTERING AGENT

17

ADDRESS

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

CONTINUED...

9

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

(cj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 9
(1999)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
772408998

00

PAGE TOTAL
NO. OF PAGES
002 2

REGISTRATION
NUMBER
20210511 1640 6005 2136

01

YEAR MAKE
2022 HYUNDAI
2022 HYUNDAI

MODEL
COMPOSITE DRY VAN
COMPOSITE DRY VAN

V.I.N.
3H3V532KXNS168061
3H3V532K1NS168062

41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

*** 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

(crj4fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240510104940.36

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

REPORT : PSSR060
PAGE : 10
(2000)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769657311

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 001 | 5 | | 20210203 1817 5064 7988 | P PPSA | 06 |

| DEBTOR NAME | DATE OF BIRTH | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|---------------|--------------------------|---------|-----------|-------------------------|
| 02 | | 03 | KHAIRA MOTOR FREIGHT INC | | | |
| 04 | | ADDRESS | 1339 INDUSTRIAL RD | | CAMBRIDGE | ON N3H 4W3 |

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

| SECURED PARTY / LIEN CLAIMANT | DATE OF BIRTH | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------------------------|---------------|---------------|---------------------------------------|---------|-------------|-------------------------|
| 08 | | 09 | WELLS FARGO EQUIPMENT FINANCE COMPANY | | | |
| 09 | | ADDRESS | 1290 CENTRAL PARKWAY W, 11TH FL. | | MISSISSAUGA | ON L5C 4R3 |

| COLLATERAL CLASSIFICATION | | | | | | |
|---------------------------|-----------|-----------|----------------|------------------------|--------|-----------------------------------|
| CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE |
| | | X | | X | | |

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------------------|---------|-------------------|
| 11 | 2020 WILSON COMBO DROP DECK | CD-1080 | 1W15533A9L6628482 |
| 12 | 2021 WILSON FLAT BED TRAILERS | AF-1090 | 1W15532A3M6629467 |

13 GENERAL ONE (1) 2020 WILSON COMBO DROP DECK, MODEL- CD-1080, VIN-
14 COLLATERAL 1W15533A9L6628482, TWO (2) 2021 WILSON FLAT BED TRAILERS, MODEL-
15 DESCRIPTION AF-1090 VIN- 1W15532A3M6629467 AND 1W15532A5M6629468. THE GOODS

| REGISTERING AGENT | ADDRESS |
|---------------------------------------|--|
| 16 | 17 |
| SECUREFACT TRANSACTION SERVICES, INC. | 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4 |

*** 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

(crjifv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 11
(2001)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769657311

00

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|---------------------|------------------|---------------------|
| | 002 | 5 | | 20210203 1817 5064 | 7988 | |

01

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

02

03

ONTARIO CORPORATION NO.

04

ADDRESS

05

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

06

07

ONTARIO CORPORATION NO.

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|-------------------------------|---------|-------------------|
| | 2021 WILSON FLAT BED TRAILERS | AF-1090 | 1W15532A5M6629468 |

11

12

13 GENERAL DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
14 COLLATERAL ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS
15 DESCRIPTION THERE TO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT

17

ADDRESS

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

CONTINUED...

12

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

(cij1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 12
(2002)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769657311

00

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 5 | | 20210203 1817 5064 7988 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

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

16 REGISTERING AGENT

17

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 : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 13
(2003)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769657311

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 004 | 5 | | 20210203 1817 5064 7988 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

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

13

14

15

REGISTERING AGENT

16

ADDRESS

17

*** 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

(cij1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 14
(2004)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
769657311

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 005 | 5 | | 20210203 1817 5064 7988 | | |

01

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

02

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

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

05

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

10

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

11

12

13 GENERAL COLLATERAL DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 050-5250284-002) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

16 REGISTERING AGENT

17 ADDRESS

*** 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

(crj1fv 05/2022)



RUN NUMBER : 162
 RUN DATE : 2024/06/10
 ID : 20240610104940.36

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

REPORT : PSSR060
 PAGE : 15
 (2005)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
 FILE CURRENCY : 09JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL MOTOR VEHICLE REGISTRATION REGISTERED | | |
|----------------|--------------------------------------|--|---------------------------------|-------------------------|
| | | PAGES SCHEDULE NUMBER UNDER | | |
| 01 | 001 | 2 | 20210823 | 1005 1901 8586 |
| 21 | RECORD FILE NUMBER | 769657311 | | |
| | REFERENCED | | RENEWAL YEARS | CORRECT PERIOD |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | |
| | | | D ASSIGNMENT | |
| 23 | REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME |
| 24 | DEBTOR/ TRANSFEROR | BUSINESS NAME | KHAIRA MOTOR FREIGHT INC | |
| 25 | OTHER CHANGE | | | |
| 26 | REASON/ | | | |
| 27 | DESCRIPTION | | | |
| 28 | | | | |
| 02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
| 05 | DEBTOR/ | | | |
| 03/ | TRANSFEREE | BUSINESS NAME | | |
| 06 | | | | ONTARIO CORPORATION NO. |
| 04/07 | ADDRESS | | | |
| 29 | ASSIGNOR | WELLS FARGO EQUIPMENT FINANCE COMPANY | | |
| | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK | | |
| 09 | ADDRESS | 400-5045 SOUTH SERVICE ROAD | BURLINGTON | ON L7L 5Y7 |
| | COLLATERAL CLASSIFICATION | | | |
| | CONSUMER | MOTOR VEHICLE | DATE OF | NO FIXED |
| | GOODS | INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED | AMOUNT MATURITY OR | MATURITY DATE |
| 10 | | | | |
| 11 | MOTOR | YEAR MAKE | MODEL | V.I.N. |
| 12 | VEHICLE | | | |
| 13 | GENERAL | | | |
| 14 | COLLATERAL | | | |
| 15 | DESCRIPTION | | | |
| 16 | REGISTERING AGENT OR | SECUREFACT TRANSACTION SERVICES, INC. | | |
| 17 | SECURED PARTY/ LIEN CLAIMANT | ADDRESS | 445 KING STREET WEST, SUITE 400 | TORONTO ON M5V 1K4 |

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

CONTINUED... 16

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

(crj2fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 16
(2006)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER |
|----------------|---|--|------------------------|-------------------------|-------------------------|
| 01 | 002 | 2 | | 20210823 1005 1901 8586 | |
| 21 | RECORD REFERENCED | FILE NUMBER | 769657311 | | |
| 22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD |
| 23 | REFERENCE DEBTOR/ TRANSFEROR | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME |
| 25 | OTHER CHANGE REASON/ DESCRIPTION | | | | |
| 02/05 | DEBTOR/ TRANSFEREE | BUSINESS NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL SURNAME |
| 03/06 | TRANSFEE | BUSINESS NAME | | | |
| 04/07 | ADDRESS | | | | ONTARIO CORPORATION NO. |
| 29 | ASSIGNOR | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE | | | |
| 08 | | THE TORONTO-DOMINION BANK | | | |
| 09 | ADDRESS: | 400-5045 SOUTH SERVICE ROAD | BURLINGTON | ON | L7L 5Y7 |
| | COLLATERAL CLASSIFICATION | CONSUMER | MOTOR VEHICLE | DATE OF MATURITY | NO FIXED MATURITY DATE |
| | | GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER | INCLUDED | AMOUNT | |
| 11 | MOTOR VEHICLE GENERAL | YEAR MAKE | MODEL | V.I.N. | |
| 14 | COLLATERAL DESCRIPTION | | | | |
| 16 | REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT | ADDRESS | | | |

*** 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)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 17
(2007)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768788388

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 01 | 001 | | 20201223 1048 1529 3284 | P PPSA | 5 |

| DEBTOR NAME | DATE OF BIRTH | BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|---------------|---------------------------|---------|-----------|-------------------------|
| 02 | | 03 | KHAIRA MOTOR FREIGHT INC. | | | |
| 04 | | 04 | 83 CANNING CRES | | CAMBRIDGE | ON N1T 1V8 |

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

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | LOCATION | POSTAL CODE |
|-------------------------------|---------|-------------------------------|--------------------|
| 08 | 08 | ROYAL BANK OF CANADA | |
| 09 | 09 | 36 YORK MILLS ROAD, 4TH FLOOR | TORONTO ON M2P 0A4 |

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

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

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

| REGISTERING AGENT | ADDRESS | CITY | PROVINCE | POSTAL CODE |
|-------------------|---------|--|------------|-------------|
| 16 | 16 | CANADIAN SECURITIES REGISTRATION SYSTEMS | | |
| 17 | 17 | 4126 NORLAND AVENUE | BURNABY BC | V5G 3S8 |

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

CONTINUED... 18

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

(crj1fv 05/2022)



RUN NUMBER : 162
 RUN DATE : 2024/06/10
 ID : 20240610104940.36

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

REPORT : PSSR060
 PAGE : 19
 (2009)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
 FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 767209185

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| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 002 | 5 | | 20201029 1501 1902 8429 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME KHAIRA MOTOR FREIGHT INC.

02
03

ADDRESS 83 CANNING CRES CAMBRIDGE ONTARIO CORPORATION NO. ON NIT 1V8

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME ONTARIO CORPORATION NO.

05
06

ADDRESS ONTARIO CORPORATION NO.

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08
09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

11
12

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

13
14
15

REGISTERING AGENT

ADDRESS

16
17

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

CONTINUED... 20

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 20
(2010)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767209185

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 003 | 5 | | 20201029 1501 1902 8429 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

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

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

21

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



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 21
(2011)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767209185

00

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 004 | 5 | | 20201029 1501 1902 8429 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

13

GENERAL

INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 2019

14

COLLATERAL DESCRIPTION

15

16

REGISTERING AGENT

ADDRESS

17

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

CONTINUED...

22

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

(cij1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 22
(2012)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767209185

| CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|-------------|-------------|------------------------|-------------------------|------------------|---------------------|
| | 005 | 5 | | 20201029 1501 1902 8429 | | |

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

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

GENERAL DESCRIPTION

VOLVO VNL 760 HIGHWAY TRACTOR

REGISTERING AGENT

ADDRESS

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

CONTINUED... 23

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

(cj1fv 05/2022)



RUN NUMBER : 162
 RUN DATE : 2024/06/10
 ID : 20240610104940.36

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

REPORT : PSSR060
 PAGE : 23
 (2013)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
 FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 767070081

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 01 | 004 | | 20201026 1401 1462 2233 | P PPSA | 6 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|---------------------------|----------------------|-----------|-------------------------|
| | | KHAIRA MOTOR FREIGHT INC. | | | |
| | | ADDRESS | 1339 INDUSTRIAL ROAD | CAMBRIDGE | ON N3H4W3 |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|------------------|---------------------|-----------|-------------------------|
| | 15NOV1977 | HARVINDER | | SINGH | |
| | | ADDRESS | 83 CANNING CRESCENT | CAMBRIDGE | ON N1T1V8 |

| SECURED PARTY / LIEN CLAIMANT | ADDRESS | REGISTRATION NUMBER | REGISTRATION PERIOD |
|-------------------------------|----------------------------|---------------------|---------------------|
| | C/O COMM LEASING, BOX 3030 | REGINA | SK S4P3G8 |

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

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|------------|-----------|-------------------|
| | 2019 VOLVO | 860 TRUCK | 4V4NC9EJ8KN872374 |
| | 2017 VOLVO | 780 TRUCK | 4V4NC9EH0HN951334 |

13 GENERAL 2019 VOLVO 860 TRUCK SERIAL # 4V4NC9EJ8KN872374,
 14 COLLATERAL 2017 VOLVO 780 TRUCK SERIAL # 4V4NC9EH0HN951334,
 15 DESCRIPTION 2021 UTILITY REEFER VAN SERIAL # 1UYVS2532M6393101 C/W THERMO KING

| REGISTERING AGENT | ADDRESS | REGISTRATION NUMBER | REGISTRATION PERIOD |
|-------------------|---|---------------------|---------------------|
| | C/O COMMERCIAL LEASING, 2055 ALBERT ST BOX 3030, REGINA | SK | S4P3G8 |

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

CONTINUED... 24

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

(crjfv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 24
(2014)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767070081

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 02 | 004 | | 20201026 1401 1462 2233 | P PPSA | 6 |

01

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

02

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

03

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

04

ONTARIO CORPORATION NO.

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

05

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

06

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

07

ONTARIO CORPORATION NO.

| SECURED PARTY / LIEN CLAIMANT | ADDRESS |
|-------------------------------|---------|
| | |

08

09

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|--------------|------------|-------------------|
| | 2021 UTILITY | REEFER VAN | 1UYVS2532M6393101 |

11

12

| GENERAL COLLATERAL DESCRIPTION |
|--------------------------------|
| REEFER S/N 6001324346, |

13

14

15

| REGISTERING AGENT | CONCENTRA BANK |
|-------------------|----------------|
| | |

16

17

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

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

CONTINUED... 25

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 25
(2015)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
767070081

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 004 | | 20201026 1401 1462 2233 | P PPSA | 6 |

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
14 COLLATERAL INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR
15 DESCRIPTION INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT,

16 REGISTERING CONCENTRA BANK
AGENT

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

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

CONTINUED... 26

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 26
(2016)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
767070081

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 04 | 004 | | 20201026 1401 1462 2233 | P PPSA | 6 |

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

03 BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

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

06 BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

12

13 GENERAL COLLATERAL DESCRIPTION RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL

14

16 REGISTERING AGENT CONCENTRA BANK

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

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

CONTINUED... 27

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 27
(2017)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
764485506

00

| CAUTION PILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 01 | 004 | | 20200806 1425 8077 3209 | P PPSA | 5 |

01

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

02

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------------------|
| | KHAIRA MOTOR FREIGHT INC. |

03

| ADDRESS | CITY | PROVINCE | POSTAL CODE | ONTARIO CORPORATION NO. |
|-----------------|-----------|----------|-------------|-------------------------|
| 83 CANNING CRES | CAMBRIDGE | ON | N1T 1V8 | |

04

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

05

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------------------|
| | KHAIRA MOTOR FREIGHT INC. |

06

| ADDRESS | CITY | PROVINCE | POSTAL CODE | ONTARIO CORPORATION NO. |
|----------------------|-----------|----------|-------------|-------------------------|
| 1339 INDUSTRIAL ROAD | CAMBRIDGE | ON | N3H 4W3 | |

07

| SECURED PARTY / LIEN CLAIMANT | NAME |
|-------------------------------|-------------------|
| | RCAP LEASING INC. |

08

| ADDRESS | CITY | PROVINCE | POSTAL CODE |
|--------------------------------|------------|----------|-------------|
| 5575 NORTH SERVICE RD, STE 300 | BURLINGTON | ON | L7L 6M1 |

09

COLLATERAL CLASSIFICATION

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

10

| MOTOR VEHICLE | YEAR MAKE | MODEL | V.I.N. |
|---------------|--------------|-----------|-------------------|
| | 2021 HYUNDAI | COMPOSITE | 3H3V532C0MR171002 |
| | 2021 HYUNDAI | COMPOSITE | 3H3V532C2MR171051 |

11

12

| GENERAL COLLATERAL DESCRIPTION |
|--|
| ALL TRANSPORTATION EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALESAGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO |

13

14

15

| REGISTERING AGENT | NAME |
|-------------------|--------------------------|
| | REGISTRY = RECOVERY INC. |

16

17

| ADDRESS | CITY | PROVINCE | POSTAL CODE |
|--------------------|---------|----------|-------------|
| 1551 THE QUEENSWAY | TORONTO | ON | M8Z 1T5 |

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

CONTINUED... 28

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

(crj1fv 05/2022)



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 28
(2018)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
764485506

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
02 004 20200806 1425 8077 3209

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME 15NOV1977 HARVINDER SINGH

04 BUSINESS NAME ADDRESS 83 CANNING CRES CAMBRIDGE ONTARIO CORPORATION NO. ON N1T 1V8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2021 HYUNDAI COMPOSITE 3H3V532C5MR171061

13 GENERAL BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY
14 COLLATERAL PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES
15 DESCRIPTION AND ATTACHMENTS, THREE(3)NEW 2021 HYUNDAI COMPOSITE VIN

16 REGISTERING AGENT ADDRESS

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

CONTINUED... 29

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



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 29
(2019)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
764485506

00

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| | 03 | 004 | | 20200806 1425 8077 3209 | | |

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.N.

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION 3H3V532C0MR171002, VIN 3H3V532C2MR171051, VIN 3H3V532C5MR171061.

13

GENERAL COLLATERAL DESCRIPTION

14

REGISTERING AGENT

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

30

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



RUN NUMBER : 162
RUN DATE : 2024/06/10
ID : 20240610104940.36

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

REPORT : PSSR060
PAGE : 30
(2020)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
FILE CURRENCY : 09JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
764485506

| CAUTION PILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01 | 04 | 004 | | 20200806 1425 8077 3209 | | |

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

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------|
| 03 | |

ONTARIO CORPORATION NO.

04 ADDRESS

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

| DEBTOR NAME | BUSINESS NAME |
|-------------|---------------|
| 06 | |

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

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

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17 ADDRESS

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 162
 RUN DATE : 2024/06/10
 ID : 20240610104940.36

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

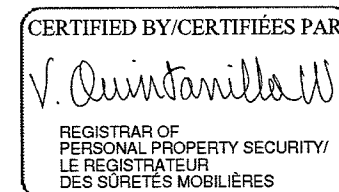
REPORT : PSSR060
 PAGE : 31
 (2021)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : KHAIRA MOTOR FREIGHT INC.
 FILE CURRENCY : 09JUN 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

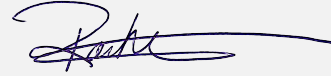
| FILE NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|-------------------------|---------------------|---------------------|
| 781463286 | 20220328 1032 1902 5883 | | | |
| 780423237 | 20220215 1430 1902 5554 | 20220215 1735 1901 1844 | | |
| 780423399 | 20220215 1436 1901 1788 | | | |
| 776489886 | 20210917 1204 1532 9045 | | | |
| 772408998 | 20210511 1640 6005 2136 | | | |
| 769657311 | 20210203 1817 5064 7988 | 20210823 1005 1901 8586 | | |
| 768788388 | 20201223 1048 1529 3284 | | | |
| 767209185 | 20201029 1501 1902 8429 | | | |
| 767070081 | 20201026 1401 1462 2233 | | | |
| 764485506 | 20200806 1425 8077 3209 | | | |

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



(crj6 05/2022)

This is **Exhibit "O"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #62

17538-0091 (LT)

PREPARED FOR LLossner
ON 2024/09/05 AT 13:02:04

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

PROPERTY DESCRIPTION: PT LTS 14 & 15 CON 6 BEVERLY AS IN CD377440 SAVE & EXCEPT PT 1 ON 62R-10955 & SAVE & EXCEPT PTS 1 & 2 ON 62R-16259 , FLAMBOROUGH CITY OFHAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 17538-0089

PIN CREATION DATE:

2003/05/20

OWNERS' NAMES

H & H HOLDING INC.

CAPACITY SHARE

ROWN

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|---|------------|-----------------|--------|--|---|-----------|
| ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/05/20 ** | | | | | | |
| **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: | | | | | | |
| ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * | | | | | | |
| ** AND ESCHEATS OR FORFEITURE TO THE CROWN. | | | | | | |
| ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF | | | | | | |
| ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY | | | | | | |
| ** CONVENTION. | | | | | | |
| ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. | | | | | | |
| **DATE OF CONVERSION TO LAND TITLES: 1997/01/20 ** | | | | | | |
| HL104092 | 1959/10/01 | BYLAW | | | | C |
| CD377440 | 1986/08/29 | TRANSFER | | *** DELETED AGAINST THIS PROPERTY *** | MITCHELL, JAMES JAY MITCHELL, BARBARA JEANETTE | |
| WE159898 | 2003/05/08 | CHARGE | | *** DELETED AGAINST THIS PROPERTY *** MITCHELL, BARBARA JEANETTE MITCHELL, JAMES JAY | THE BANK OF NOVA SCOTIA | |
| WE199167 | 2003/11/17 | TRANSFER | | *** COMPLETELY DELETED *** MITCHELL, BARBARA JEANETTE MITCHELL, JAMES JAY | 793355 ONTARIO LIMITED | |
| WE199168 | 2003/11/17 | CHARGE | | *** COMPLETELY DELETED *** 793355 ONTARIO LIMITED | SCOTIA MORTGAGE CORPORATION | |
| WE199169 | 2003/11/17 | CHARGE | | *** COMPLETELY DELETED *** 793355 ONTARIO LIMITED | MITCHELL, BARBARA JEANNETTE | |

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

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

LAND
REGISTRY
OFFICE #62

17538-0091 (LT)

PREPARED FOR LLossner
ON 2024/09/05 AT 13:02:04

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

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|-----------|--|-------------------|-------------|---|------------------------|---------------|
| WE202795 | 2003/12/02 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA | | |
| | <i>REMARKS: RE: WE159898</i> | | | | | |
| 62R17060 | 2005/03/01 | PLAN REFERENCE | | | | C |
| WE317568 | 2005/06/23 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** MITCHELL, BARBARA JEANNETTE | | |
| | <i>REMARKS: RE: WE199169</i> | | | | | |
| WE749209 | 2011/03/21 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION | | |
| | <i>REMARKS: WE199168.</i> | | | | | |
| WE1316291 | 2018/10/19 | TRANSFER | | *** COMPLETELY DELETED *** 793355 ONTARIO LIMITED | 2639517 ONTARIO INC. | |
| | <i>REMARKS: PLANNING ACT STATEMENTS.</i> | | | | | |
| WE1316292 | 2018/10/19 | CHARGE | | *** COMPLETELY DELETED *** 2639517 ONTARIO INC. | 793355 ONTARIO LIMITED | |
| WE1484017 | 2021/01/18 | TRANSFER | \$1,850,000 | 2639517 ONTARIO INC. | H & H HOLDING INC. | C |
| | <i>REMARKS: PLANNING ACT STATEMENTS.</i> | | | | | |
| WE1484018 | 2021/01/18 | CHARGE | \$1,100,000 | H & H HOLDING INC. | ROYAL BANK OF CANADA | C |
| WE1484019 | 2021/01/18 | NO ASSGN RENT GEN | | H & H HOLDING INC. | ROYAL BANK OF CANADA | C |
| | <i>REMARKS: RENTS WE1484018</i> | | | | | |
| WE1484037 | 2021/01/18 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** 793355 ONTARIO LIMITED | | |
| | <i>REMARKS: WE1316292.</i> | | | | | |
| WE1714337 | 2023/12/12 | CERTIFICATE | \$31,889 | CITY OF HAMILTON | | C |
| | <i>REMARKS: TAX ARREARS</i> | | | | | |

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

yyyy mm dd Page 1 of 2

Properties

PIN 17538 - 0091 LT
Description PT LTS 14 & 15 CON 6 BEVERLY AS IN CD377440 SAVE & EXCEPT PT 1 ON 62R-10955 & SAVE & EXCEPT PTS 1 & 2 ON 62R-16259 , FLAMBOROUGH CITY OFHAMILTON
Address 2020 SAFARI ROAD
HAMILTON

Party From(s)

Name CITY OF HAMILTON
Address for Service 71 Main Street West
Hamilton, Ontario L8P 4Y5

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Shelley Hesmer, Acting Director of Financial Services and Taxation of the City of Hamilton.

Statements

Schedule: PURSUANT TO ONTARIO REGULATION 181/03
MUNICIPAL TAX SALES RULES PART IV GENERAL SCHEDULE 1

TAX ARREARS CERTIFICATE MUNICIPAL ACT, 2001

1.The municipality is City of Hamilton.

1.The street address and municipality in which the land is located, or if there is no street address, the location of the land is: 2020 Safari Road, Hamilton, ON N1R 5S2.

2. SHELLEY HESMER, Acting Director, Financial Services and Taxation of the CITY OF HAMILTON verifies on December 1, 2023 that:

(i)The amount of tax arrears owing is in the amount of \$31,888.88 on December 31, 2022, and that at least part of the amount plus any additional real property taxes and costs are still owing to the municipality or board; and

(ii)The land described in this Certificate will be sold by public sale if the cancellation price is not paid within one year following the date of registration of this Certificate.

4.TAKE NOTICE THAT:

(i)The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with the owner, spouse of the owner, a mortgagee or a tenant in occupation of the land before the expiry of the one-year period;

(ii)The cancellation price will be calculated as of the date that the amount of the tax arrears is paid to the municipality or board and will be higher than the amount set out in this Certificate.

(iii)If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board.

(iv)Any inquiries relating to the matter may be directed to the municipality or board at CITY OF HAMILTON, 71 Main Street West, Hamilton, Ontario L8P 4Y5, 905-546-2424 ext 6196 to the attention of Rob Divinski.

5.The legal description of the land is set out in the Certificate (Properties section).

Signed By

| | | | | |
|-----------------------|---|-----------------------------|--------|------------|
| Bridget Frances Scott | 71 Main St. West Hamilton L8P 4Y5 | acting for Party From(s) | Signed | 2023 12 12 |
|-----------------------|---|-----------------------------|--------|------------|

Tel 905-546-2424

Fax 905-546-2449

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

Submitted By

| | | |
|---|---|------------|
| THE CORPORATION OF THE CITY OF HAMILTON | 71 Main St. West Hamilton L8P 4Y5 | 2023 12 12 |
|---|---|------------|

Tel 905-546-2424

Fax 905-546-2449

Fees/Taxes/Payment

| | |
|----------------------------|---------|
| Statutory Registration Fee | \$69.95 |
| Total Paid | \$69.95 |

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

File Number

Party From Client File Number : 301.610.61400.0000/H&H HOLDING/23-359

**TREASURERS CERTIFICATE OF OUTSTANDING REALTY TAXES
AND CHARGES COLLECTIBLE AS SUCH**

223

CERTIFIED AS AT: **June 20, 2024**

ISSUED TO: FOGLER RUBINOFF
77 KING ST. W., SUITE 3000
P O BOX 95 - TD CENTRE
TORONTO ON
M5K 1G8

CERTIFICATE NO. **49260**
YOUR FILE NO. 2020 SAFARI RD
ROLL NUMBER: 2518 301-610-61400-0000
ASSESSED VALUE: 1,319,000
ASSESSED OWNER: H & H HOLDING INC
STREET ADDRESS: 2020 SAFARI RD
LEGAL: CON 6 PT LOT 14 PT LOT 15
BEV FLM
IRREG
149.32AC 1585.00FR D

STATEMENT OF TAX ARREARS

| YEAR | LEVIED | PRINCIPAL OUTSTANDING | INTEREST OUTSTANDING | BALANCE |
|------------------------|-----------|-----------------------|----------------------|------------------|
| 2023 | 14,254.59 | 15,516.34 | 2,255.73 | 17,772.07 |
| 2022 | 13,682.69 | 13,705.09 | 4,224.39 | 17,929.48 |
| 2021+ | 77,959.31 | 13,802.49 | 6,331.09 | 20,133.58 |
| TOTAL ARREARS : | | | | 55,835.13 |

STATEMENT OF CURRENT TAXES

| CURRENT LEVY | INSTALMENT DUE DATES AND AMOUNTS | | | | OUTSTANDING AMOUNTS | |
|---|----------------------------------|----------|------------|----------|---------------------|------------------|
| INTERIM 7,127.30 | 2024/02/29 | 3,564.00 | 2024/04/30 | 3,563.30 | TAX | 14,703.51 |
| FINAL 7,576.21 | 2024/07/02 | 3,788.00 | 2024/09/30 | 3,788.21 | ADJUSTMENTS | 4.30 |
| SUPP. 0.00 | | | | | PENALTY | 222.73 |
| TOTAL 14,703.51 | | | | | BALANCE | 14,930.54 |
| TOTAL BALANCE AS AT DATE OF CERTIFICATION: | | | | | | 70,765.67 |
| Total Balance includes any instalments that may not yet be due. | | | | | | |

ATTENTION - PROPERTY HAS BEEN REGISTERED WITH TAX

The current penalty and interest rate is 1.25% per month or 15.00% per year. Penalties will be charged on unpaid taxes on the first day of default. Interest for each month or fraction thereof, will be added thereafter on the first day of each calendar month to all taxes past due until the taxes are paid.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

- All arrears or taxes returned to this office and due and owing against the above lands; and
- The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under part XI of the Municipal Act, 2001 and whether the interim and / or final taxes for the City of Hamilton have been levied for the current year.

Mike Zegarac, Treasurer

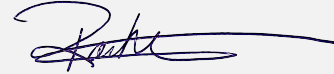
LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

| BYLAW / ADJ. | DESCRIPTION | AMOUNT | EXPIRY |
|--------------|-------------|--------|--------|
| | | | |

Notes:

- This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act R.S.O. 2001 c25. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
- The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute. Adjustment of this nature not applied to the Collector's Roll as at date of certification may be added subsequently without further notice.
- There could be additional recoverable Local Improvement/Municipal Act charges if the Farm Exemption is lost through a change in status of the land. Municipal Act projects may be petitioned for and/or undertaken in the future. If you have inquiries regarding these charges, please contact the Development Officer at (905) 546-2651.
- The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.
- This certificate is subject to additional taxes or adjustments to taxes which may be levied pursuant to the provisions of the Municipal Act, the Assessment Act, or any other applicable legislation. Examples include adjustments due to apportionment of the base roll number's taxes and/or additional taxes for new developments or new buildings.
- The tax bill and / or a copy of this certificate should be given to the new owners on or before closing so that tax installments may be paid by the due dates to avoid late penalty charges being added.

This is **Exhibit "P"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

**RBC Royal Bank**

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

January 4 2024

PERSONAL AND CONFIDENTIAL

H & H Holding Inc.
39 Chamberlin Dr
Cambridge Ontario
N1T 1L8

Attention: Harvinder Singh and Sukhjinder Gill

Re: Termination of Banking Relationship

As a federally regulated financial institution, RBC is required by law to comply with applicable legislation. These laws require that we implement certain processes and procedures which directly support the formulation of RBC's positions with respect to risk. After careful consideration, we regretfully advise you that the recent activity in your accounts is outside of RBC's client risk appetite, and consequently we are no longer in a position to continue our banking relationship with you.

We recognize that you will need to seek an alternate financial institution to support your banking needs and we ask you to do so no later than **April 3 2024** (the "Termination Date").

In order to assist you with the transition, we have prepared a helpful Summary of Accounts (attached) and Appendix A (attached), which can be referred to, as well as applicable product, service and cardholder agreements, and disclosures for details specific to the products referenced in this letter. **If any of your accounts are subject to a legal demand or restraint**, RBC will close those accounts at the earliest opportunity it is legally permitted to do so, on or after the Termination Date.

If you have electronic recordkeeping, please print and / or save to your hard-drive, the archived statement copies you will need going forward. Once your client card is cancelled, you will no longer have electronic access to our archived recordkeeping. Should you require statement reprints in the future, there will be a service charge to have them produced and sent out to you.

Should you have any questions, you may address your concerns to RBC Royal Bank's Advice Centre. They can be contacted by calling 1-800-769-2511 or visiting the RBC Branch nearest you.

Account Services
RBC Royal Bank


RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

Summary of Accounts

Chequing / Savings Account(s)

| Product | Account # | Restricted Access |
|-----------------|---------------|-------------------|
| Deposit Account | 02482 1034966 | No |

Investment(s)

| Product | Account # | Account Balance* | Maturity Date |
|-----------------------------------|-----------|------------------|---------------|
| Investment Account | - | \$- | |
| Guaranteed Investment Certificate | - | \$- | - |

Credit Product(s)

| Product | Account # | Restricted Access | Account Balance* | Maturity Date |
|-----------------------------|--------------------|-------------------|------------------|---------------|
| RBC Royal Bank® Credit Card | - | - | \$- | |
| Royal Credit Line® | - | - | \$- | |
| Royal Bank Mortgage | 02496 51553817 001 | | \$1,012,458.71 | Feb 1, 2024 |
| Business Loan | - | | \$- | - |

Additional Service

| Product | Account # |
|------------------|-----------|
| Safe Deposit Box | - |

***Note:** The above balances are as of **January 4 2024** and are subject to change.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

APPENDIX A

Chequing/Savings Accounts:

Deposit Account(s) (your “Accounts”):

On the Termination Date your Accounts will be closed. If at that time, you have a negative balance in your accounts, then you will be contacted to make repayment arrangements. If you have remaining balances, it will be sent to you in the form of bank drafts. However, there are instances when the remaining balances will not be forwarded to you upon Termination Date. Instances such as, but are not limited to an undeliverable address, an address outside of Canada, or a combined balance that exceeds \$5,000 CAD/USD. Please contact your home branch in order to make arrangements.

Between the date of this letter and the Termination Date, your Accounts will accept bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds. Items presented to us for payment or preauthorized credits or debits will only be processed up to the Termination Date or the account closure date, should you request that the Accounts be closed prior to the Termination Date. You are responsible to provide your new account details to the parties that process preauthorized credits or debits for you. Please note that any deviation or non-compliance with the foregoing may trigger the immediate closure of the Accounts.

Restricted Access - Deposit Accounts (effective immediately):

- Any authorized overdraft protection on your accounts has been removed
- We will not process any items presented to us for payment or allow pre-authorized debits
- Deposit instruments (other than bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds) will not be accepted, nor will any instructions to transfer funds from the Accounts (except in the context of a full transfer to another financial institution, as mentioned above)
- Your RBC Client Card may already/will be cancelled

Investments:

Any Investment Account that has a zero balance will be closed as of today's date.

i) **Non-Registered Investment(s) (your “Accounts”):**

Your Accounts will remain with RBC until you close your Accounts or transfer your Accounts to your new financial institution. You must make arrangements with your new carrier who will initiate the transfer on your behalf. Further, please be advised that you will not be able to make additional investments to your investment portfolios in the Accounts.

ii) **Guaranteed Investment Certificate(s) (your “GICs”):**

We require you to redeem your GICs or transfer your GICs to another financial institution. Any offers you may have received to renew the GICs are hereby revoked. Similarly, any offers to renew the GICs received after the date of this letter should also be disregarded.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

(a) Non-redeemable GICs:

At maturity, we require you to redeem your GICs or transfer your GICs to another financial institution.

Credit Products:

Payments

If your pre-authorized payments for the Royal Bank Credit Products are coming from a RBC account that will be closed as mentioned under “Summary of Accounts”, please attend a RBC Branch to make appropriate arrangements to ensure your continued payments.

Note that any Royal Bank Credit Products that have Interest-Only Payments must transition into a payment schedule such as Blended/Principal plus Interest Payments.

i) **RBC Royal Bank® Credit Cards (your “Credit Card Accounts”):**

As of the Termination Date, no further credit will be extended on your Credit Card Accounts and we will no longer process any pre-authorized debits/credits on your cards. If there are outstanding balances (including any accrued interest) on your Credit Card Accounts that are not paid by the Termination Date, your payment obligations will remain unchanged to keep the Credit Card Accounts in good standing.

If you have outstanding RBC Rewards Points from your Credit Cards we recommend you make arrangements to redeem them as soon as possible. As per the terms and conditions of the RBC Rewards Program; Points that have not been redeemed as of three hundred and sixty five (365) days after the Account is closed will automatically be cancelled and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.

RBC Cash Back

If you have outstanding RBC Cash Back from your Credit Cards:

a) For Business Accounts (Defined as: RBC Business Cash Back Mastercard account.)

Upon the closure of a Business Account for any other reason, voluntarily or involuntarily, the Business Applicant’s participation in the Program terminates and the Cash Back Reward, representing the New Cash Back Balance at the time of Account closure, is credited to your Account prior to the Account closure, provided the Business Account is in Good Standing and the New Cash Back Balance is \$25.00 or greater at the time of the Account’s closure.

b) For Commercial Accounts (Defined as: RBC Commercial Cash Back Visa account)

Upon the closure of a Commercial Account for any reason, voluntarily or involuntarily, the Commercial Applicant’s participation in the Program terminates and the Cash Back Reward, representing the New Cash Back Balance at the time of Account closure, is credited to your Account or your Business Deposit Account, as the case may be, prior to the Account closure, provided the Commercial Account is in Good



RBC Royal Bank

RBC Royal Bank
 P.O. Box 4525 Station A
 Toronto, ON M5W 1A2

Standing and the New Cash Back Balance is \$25.00 or greater at the time of Account closure.

Restricted Access - RBC Royal Bank® Credit Cards (effective immediately):

- No further credit will be extended on your Credit Card accounts
- We will no longer process any pre-authorized debits/credits on your cards

ii) **Royal Credit Line(s)® (your “Credit Line Accounts”):**

Five days from the date of this letter, you will no longer have access to credit under the Credit Line Accounts. If all amounts due and owing under the Credit Line Accounts are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the credit lines in good standing.

Restricted Access - Royal Credit Lines® (effective immediately):

- No further credit will be extended on your Credit Line accounts

iii) **Royal Bank Mortgage(s) (your “Loans”):**

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.

iv) **Business Loan(s) (your “Loans”):**

(a) Business Loan(s) with Maturity Date(s):

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

(b) Business Loan(s) without Maturity Date(s):

If all amounts due and owing under the Loan are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the loan in good standing.

Additional Service

Safe Deposit Box(es) (your “Safe Deposit Boxes”):

We ask that you attend your branch prior to the Termination Date to remove your items from the Safe Deposit Boxes, and return the two keys in your possession. Please note that if the contents of the Safe Deposit Boxes are not removed and the keys are not returned by the Termination Date, under section 4 of the Safe Deposit Box Lease Agreement, your branch is authorized to open your Safe Deposit boxes and hold its contents.

**RBC Royal Bank**

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

January 4 2024

PERSONAL AND CONFIDENTIAL

Khaira Motor Freight Inc
83 Canning Cres
Cambridge Ontario
N1T 1V8

Attention: Harvinder Singh

Re: Termination of Banking Relationship

As a federally regulated financial institution, RBC is required by law to comply with applicable legislation. These laws require that we implement certain processes and procedures which directly support the formulation of RBC's positions with respect to risk. After careful consideration, we regretfully advise you that the recent activity in your accounts is outside of RBC's client risk appetite, and consequently we are no longer in a position to continue our banking relationship with you.

We recognize that you will need to seek an alternate financial institution to support your banking needs and we ask you to do so no later than **April 3 2024** (the "Termination Date").

In order to assist you with the transition, we have prepared a helpful Summary of Accounts (attached) and Appendix A (attached), which can be referred to, as well as applicable product, service and cardholder agreements, and disclosures for details specific to the products referenced in this letter. **If any of your accounts are subject to a legal demand or restraint**, RBC will close those accounts at the earliest opportunity it is legally permitted to do so, on or after the Termination Date.

If you have electronic recordkeeping, please print and / or save to your hard-drive, the archived statement copies you will need going forward. Once your client card is cancelled, you will no longer have electronic access to our archived recordkeeping. Should you require statement reprints in the future, there will be a service charge to have them produced and sent out to you.

Should you have any questions, you may address your concerns to RBC Royal Bank's Advice Centre. They can be contacted by calling 1-800-769-2511 or visiting the RBC Branch nearest you.

Account Services
RBC Royal Bank



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

Summary of Accounts

Chequing / Savings Account(s)

| Product | Account # | Restricted Access |
|-----------------|--------------------------------|-------------------|
| Deposit Account | 01632 1006477 01632 4002382 | No |

Investment(s)

| Product | Account # | Account Balance* | Maturity Date |
|-----------------------------------|-----------|------------------|---------------|
| Investment Account | - | \$- | |
| Guaranteed Investment Certificate | - | \$- | - |

Credit Product(s)

| Product | Account # | Restricted Access | Account Balance* | Maturity Date |
|-----------------------------|------------------|-------------------|------------------|---------------|
| RBC Royal Bank® Credit Card | 5526124000839706 | No | \$25,643.93 | |
| Royal Credit Line® | - | - | \$- | |
| Royal Bank Mortgage | - | | \$- | - |
| Business Loan | - | | \$- | - |

Additional Service

| Product | Account # |
|------------------|-----------|
| Safe Deposit Box | - |

***Note:** The above balances are as of **January 4 2024** and are subject to change.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

APPENDIX A

Chequing/Savings Accounts:

Deposit Account(s) (your “Accounts”):

On the Termination Date your Accounts will be closed. If at that time, you have a negative balance in your accounts, then you will be contacted to make repayment arrangements. If you have remaining balances, it will be sent to you in the form of bank drafts. However, there are instances when the remaining balances will not be forwarded to you upon Termination Date. Instances such as, but are not limited to an undeliverable address, an address outside of Canada, or a combined balance that exceeds \$5,000 CAD/USD. Please contact your home branch in order to make arrangements.

Between the date of this letter and the Termination Date, your Accounts will accept bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds. Items presented to us for payment or preauthorized credits or debits will only be processed up to the Termination Date or the account closure date, should you request that the Accounts be closed prior to the Termination Date. You are responsible to provide your new account details to the parties that process preauthorized credits or debits for you. Please note that any deviation or non-compliance with the foregoing may trigger the immediate closure of the Accounts.

Restricted Access - Deposit Accounts (effective immediately):

- Any authorized overdraft protection on your accounts has been removed
- We will not process any items presented to us for payment or allow pre-authorized debits
- Deposit instruments (other than bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds) will not be accepted, nor will any instructions to transfer funds from the Accounts (except in the context of a full transfer to another financial institution, as mentioned above)
- Your RBC Client Card may already/will be cancelled

Investments:

Any Investment Account that has a zero balance will be closed as of today's date.

i) **Non-Registered Investment(s) (your “Accounts”):**

Your Accounts will remain with RBC until you close your Accounts or transfer your Accounts to your new financial institution. You must make arrangements with your new carrier who will initiate the transfer on your behalf. Further, please be advised that you will not be able to make additional investments to your investment portfolios in the Accounts.

ii) **Guaranteed Investment Certificate(s) (your “GICs”):**

We require you to redeem your GICs or transfer your GICs to another financial institution. Any offers you may have received to renew the GICs are hereby revoked. Similarly, any offers to renew the GICs received after the date of this letter should also be disregarded.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

(a) Non-redeemable GICs:

At maturity, we require you to redeem your GICs or transfer your GICs to another financial institution.

Credit Products:

Payments

If your pre-authorized payments for the Royal Bank Credit Products are coming from a RBC account that will be closed as mentioned under “Summary of Accounts”, please attend a RBC Branch to make appropriate arrangements to ensure your continued payments.

Note that any Royal Bank Credit Products that have Interest-Only Payments must transition into a payment schedule such as Blended/Principal plus Interest Payments.

i) **RBC Royal Bank® Credit Cards (your “Credit Card Accounts”):**

As of the Termination Date, no further credit will be extended on your Credit Card Accounts and we will no longer process any pre-authorized debits/credits on your cards. If there are outstanding balances (including any accrued interest) on your Credit Card Accounts that are not paid by the Termination Date, your payment obligations will remain unchanged to keep the Credit Card Accounts in good standing.

If you have outstanding RBC Rewards Points from your Credit Cards we recommend you make arrangements to redeem them as soon as possible. As per the terms and conditions of the RBC Rewards Program; Points that have not been redeemed as of three hundred and sixty five (365) days after the Account is closed will automatically be cancelled and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.

RBC Cash Back

If you have outstanding RBC Cash Back from your Credit Cards:

a) For Business Accounts (Defined as: RBC Business Cash Back Mastercard account.)

Upon the closure of a Business Account for any other reason, voluntarily or involuntarily, the Business Applicant’s participation in the Program terminates and the Cash Back Reward, representing the New Cash Back Balance at the time of Account closure, is credited to your Account prior to the Account closure, provided the Business Account is in Good Standing and the New Cash Back Balance is \$25.00 or greater at the time of the Account’s closure.

b) For Commercial Accounts (Defined as: RBC Commercial Cash Back Visa account)

Upon the closure of a Commercial Account for any reason, voluntarily or involuntarily, the Commercial Applicant’s participation in the Program terminates and the Cash Back Reward, representing the New Cash Back Balance at the time of Account closure, is credited to your Account or your Business Deposit Account, as the case may be, prior to the Account closure, provided the Commercial Account is in Good



RBC Royal Bank

RBC Royal Bank
 P.O. Box 4525 Station A
 Toronto, ON M5W 1A2

Standing and the New Cash Back Balance is \$25.00 or greater at the time of Account closure.

Restricted Access - RBC Royal Bank® Credit Cards (effective immediately):

- No further credit will be extended on your Credit Card accounts
- We will no longer process any pre-authorized debits/credits on your cards

ii) **Royal Credit Line(s)® (your “Credit Line Accounts”):**

Five days from the date of this letter, you will no longer have access to credit under the Credit Line Accounts. If all amounts due and owing under the Credit Line Accounts are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the credit lines in good standing.

Restricted Access - Royal Credit Lines® (effective immediately):

- No further credit will be extended on your Credit Line accounts

iii) **Royal Bank Mortgage(s) (your “Loans”):**

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.

iv) **Business Loan(s) (your “Loans”):**

(a) Business Loan(s) with Maturity Date(s):

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

(b) Business Loan(s) without Maturity Date(s):

If all amounts due and owing under the Loan are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the loan in good standing.

Additional Service

Safe Deposit Box(es) (your “Safe Deposit Boxes”):

We ask that you attend your branch prior to the Termination Date to remove your items from the Safe Deposit Boxes, and return the two keys in your possession. Please note that if the contents of the Safe Deposit Boxes are not removed and the keys are not returned by the Termination Date, under section 4 of the Safe Deposit Box Lease Agreement, your branch is authorized to open your Safe Deposit boxes and hold its contents.

**RBC Royal Bank****RBC Royal Bank**
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

January 4 2024

PERSONAL AND CONFIDENTIALHarvinder Singh
83 Canning Crescent
Cambridge Ontario
N1T 1V8

Dear Harvinder Singh,

Re: Termination of Banking Relationship

As a federally regulated financial institution, RBC is required by law to comply with applicable legislation. These laws require that we implement certain processes and procedures which directly support the formulation of RBC's positions with respect to risk. After careful consideration, we regretfully advise you that the recent activity in your accounts is outside of RBC's client risk appetite, and consequently we are no longer in a position to continue our banking relationship with you.

We recognize that you will need to seek an alternate financial institution to support your banking needs and we ask you to do so no later than **April 3 2024** (the "Termination Date").

In order to assist you with the transition, we have prepared a helpful Summary of Accounts (attached) and Appendix A (attached), which can be referred to, as well as applicable product, service and cardholder agreements, and disclosures for details specific to the products referenced in this letter. **If any of your accounts are subject to a legal demand or restraint**, RBC will close those accounts at the earliest opportunity it is legally permitted to do so, on or after the Termination Date.

If you have electronic recordkeeping, please print and / or save to your hard-drive, the archived statement copies you will need going forward. Once your client card is cancelled, you will no longer have electronic access to our archived recordkeeping. Should you require statement reprints in the future, there will be a service charge to have them produced and sent out to you.

Should you have any questions, you may address your concerns to RBC Royal Bank's Advice Centre. They can be contacted by calling 1-800-769-2511 or visiting the RBC Branch nearest you.

Account Services
RBC Royal Bank


RBC Royal Bank
RBC Royal Bank
 P.O. Box 4525 Station A
 Toronto, ON M5W 1A2

Summary of Accounts

Chequing / Savings Account(s)

| Product | Account # | Restricted Access |
|-----------------|-----------|-------------------|
| Deposit Account | | - |

Investment(s)

| Product | Account # | Account Balance* | Maturity Date |
|-----------------------------------|-----------|------------------|---------------|
| Registered Savings Plan | - | \$- | |
| Registered Education Savings Plan | - | \$- | |
| Retirement Income Fund | - | \$- | |
| Tax-Free Savings Account | - | \$- | |
| Investment Account | - | \$- | |
| Guaranteed Investment Certificate | - | \$- | - |

Credit Product(s)

| Product | Account # | Restricted Access | Account Balance* | Maturity Date |
|-------------------------------|------------------|-------------------|------------------|---------------|
| RBC Royal Bank® Credit Card | 5526122001243795 | No | \$25,643.93 | |
| Royal Credit Line® | | - | \$- | |
| RBC Homeline Plan Credit Line | - | - | \$- | |
| Royal Bank Mortgage | - | | \$- | - |
| RBC Homeline Plan Mortgage | - | | \$- | - |
| Personal Loan | - | | \$- | - |

Additional Service

| Product | Account # |
|------------------|-----------|
| Safe Deposit Box | |

***Note:** The above balances are as of **January 4 2024** and are subject to change.



RBC Royal Bank

RBC Royal Bank
 P.O. Box 4525 Station A
 Toronto, ON M5W 1A2

APPENDIX A

Chequing/Savings Accounts:

Deposit Account(s) (your “Accounts”):

On the Termination Date your Accounts will be closed. If at that time, you have a negative balance in your accounts, then you will be contacted to make repayment arrangements. If you have remaining balances, it will be sent to you in the form of bank drafts. However, there are instances when the remaining balances will not be forwarded to you upon Termination Date. Instances such as, but are not limited to an undeliverable address, an address outside of Canada, or a combined balance that exceeds \$5,000 CAD/USD. Please contact your home branch in order to make arrangements.

Between the date of this letter and the Termination Date, your Accounts will accept bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds. Items presented to us for payment or preauthorized credits or debits will only be processed up to the Termination Date or the account closure date, should you request that the Accounts be closed prior to the Termination Date. You are responsible to provide your new account details to the parties that process preauthorized credits or debits for you. Please note that any deviation or non-compliance with the foregoing may trigger the immediate closure of the Accounts.

Restricted Access - Deposit Accounts (effective immediately):

- Any authorized overdraft protection on your accounts has been removed
- We will not process any items presented to us for payment or allow pre-authorized debits
- Deposit instruments (other than bank drafts, certified cheques, cash or any deposits to the Accounts that represent cleared funds) will not be accepted, nor will any instructions to transfer funds from the Accounts (except in the context of a full transfer to another financial institution, as mentioned above)
- Your RBC Client Card may already/will be cancelled

Investments:

Any Investment Account that has a zero balance will be closed as of today’s date.

i) **Registered Investment(s) (your “Accounts”):**

We require you to transfer your Accounts to another financial institution prior to the Termination Date. You must make arrangements with your new carrier who will initiate the transfer on your behalf. The transfer of your funds to another financial institution is subject to maturity and plan restrictions. No additional contributions to your registered plans will be accepted.

ii) **Non-Registered Investment(s) (your “Accounts”):**

Your Accounts will remain with RBC until you close your Accounts or transfer your Accounts to your new financial institution. You must make arrangements with your new carrier who will



RBC Royal Bank

RBC Royal Bank
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

initiate the transfer on your behalf. Further, please be advised that you will not be able to make additional investments to your investment portfolios in the Accounts.

iii) **Guaranteed Investment Certificate(s) (your “GICs”):**

We require you to redeem your GICs or transfer your GICs to another financial institution. Any offers you may have received to renew the GICs are hereby revoked. Similarly, any offers to renew the GICs received after the date of this letter should also be disregarded.

(a) Non-redeemable GICs:

At maturity, we require you to redeem your GICs or transfer your GICs to another financial institution.

Credit Products:

Payments

If your pre-authorized payments for the Royal Bank Credit Products are coming from a RBC account that will be closed as mentioned under “Summary of Accounts”, please attend a RBC Branch to make appropriate arrangements to ensure your continued payments.

Note that any Royal Bank Credit Products that have Interest-Only Payments must transition into a payment schedule such as Blended/Principal plus Interest Payments.

i) **RBC Royal Bank® Credit Cards (your “Credit Card Accounts”):**

As of the Termination Date, no further credit will be extended on your Credit Card Accounts and we will no longer process any pre-authorized debits/credits on your cards. If there are outstanding balances (including any accrued interest) on your Credit Card Accounts that are not paid by the Termination Date, your payment obligations will remain unchanged to keep the Credit Card Accounts in good standing.

If you have outstanding RBC Rewards Points from your Credit Cards we recommend you make arrangements to redeem them as soon as possible. As per the terms and conditions of the RBC Rewards Program; Points that have not been redeemed as of three hundred and sixty five (365) days after the Account is closed will automatically be cancelled and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.

RBC Cash Back

If you have outstanding RBC Cash Back from your Credit Cards:

a) For Personal Accounts

Upon the closure of an RBC Visa Cash Back account for any other reason, voluntarily or involuntarily, the New Cash Back Balance that is not yet creditable is automatically cancelled and purged, without prior notice to you.



RBC Royal Bank

RBC Royal Bank
 P.O. Box 4525 Station A
 Toronto, ON M5W 1A2

Upon the closure of an RBC Cash Back Mastercard or an RBC Cash Back Preferred World Elite Mastercard account for any other reason, voluntarily or involuntarily, the Cash Back Reward, representing the New Cash Back Balance, is credited to your Account prior to the Account closure, provided your Account is in Good Standing and the New Cash Back Balance is \$25.00 or greater at the time of Account closure.

If the New Cash Back Balance at the time of Account closure is less than \$25.00, the New Cash Back **Balance is automatically cancelled and purged, without prior notice to you.**

Restricted Access - RBC Royal Bank® Credit Cards (effective immediately):

- No further credit will be extended on your Credit Card accounts
- We will no longer process any pre-authorized debits/credits on your cards

ii) **RBC Homeline Plan Credit Line(s) and Royal Credit Line(s)® (your “Credit Line Accounts”):**

Five days from the date of this letter, you will no longer have access to credit under the Credit Line Accounts. If all amounts due and owing under the Credit Line Accounts are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the credit lines in good standing.

Restricted Access - Royal Credit Lines® (effective immediately):

- No further credit will be extended on your Credit Line accounts

iii) **RBC Homeline Plan Mortgage(s) and Royal Bank Mortgage(s) (your “Loans”):**

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.

iv) **Personal Loan(s) (your “Loans”):**

(a) Personal Loan(s) with Maturity Date(s):

Your Loans will remain with RBC until their respective Maturity Dates provided that you are not in default under the Loans. Until the Maturity Dates, all of your payment obligations and all other terms and conditions of the Loans will be governed in accordance with the credit agreements entered into between you and RBC as same may be further amended, restated or otherwise modified from time to time.

**RBC Royal Bank****RBC Royal Bank**
P.O. Box 4525 Station A
Toronto, ON M5W 1A2

Please note that RBC will not be in a position to renew your Loans after the Maturity Date. Any offers you may have received from RBC to renew the Loans are hereby revoked and similarly any offers to renew the Mortgages received after the date of this letter should also be disregarded.

(b) Personal Loan(s) without Maturity Date(s):

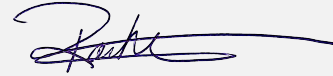
If all amounts due and owing under the Loan are not paid in full by the Termination Date, your payment obligations will remain unchanged to keep the loan in good standing.

Additional Service**Safe Deposit Box(es) (your “Safe Deposit Boxes”):**

We ask that you attend your branch prior to the Termination Date to remove your items from the Safe Deposit Boxes, and return the two keys in your possession. Please note that if the contents of the Safe Deposit Boxes are not removed and the keys are not returned by the Termination Date, under section 4 of the Safe Deposit Box Lease Agreement, your branch is authorized to open your Safe Deposit boxes and hold its contents.

This is **Exhibit "Q"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

FORM 1
Notice of Registration of Tax
Arrears Certificate

244

Municipal Act, 2001
Ontario Regulation 181/03
Municipal Tax Sales Rules

JAN 12 2024

From: CITY OF HAMILTON
Name of Municipality or Board

To: 23-359 (MORTGAGEE)
ROYAL BANK OF CANADA

Address: 36 YORK MILLS ROAD
4TH FL
TORONTO ON M2P 0A4

Municipal Address: 2020 SAFARI RD.

Legal Description: PT LTS 14 & 15 CON 6 BEVERLY AS IN CD377440
SAVE & EXCEPT PT 1 ON
62R-10955 & SAVE & EXCEPT PTS 1 & 2 ON 62R-16259,
FLAMBOROUGH CITY OF HAMILTON

2020 SAFARI ROAD
H & H HOLDING INC.

Assessed Owner(s): H & H HOLDING INC

PIN #: 17538-0091 (LT)

1. A tax arrears certificate, a copy of which is attached, was registered on the 12 day
of DECEMBER 2023 against the title to the land to which the certificate applies as instrument
number WE1714337.

2. Please select which of the following statements, (A) or (B), applies to this tax sale:

(A) The tax arrears certificate was registered under section 373 of the *Municipal Act, 2001*.

If, at the end of the one-year period following the date of the registration of the tax arrears certificate, the cancellation price remains unpaid and there is no subsisting extension agreement, the land will be sold by public sale.

If you are a person entitled under the *Municipal Act, 2001* to receive this notice and you pay the cancellation price, you will, if you are not the owner or spouse of the owner of the land, have a lien on the land for the amount paid in priority over the interest of any other person to whom notice is sent under that Act. However, you will not have a lien on the land for the amount paid if the land is vested in the Crown because of an escheat or forfeiture as a result of the dissolution of a corporation or belongs to the Crown as a result of the death of an individual who did not have any lawful heirs.

(B) The tax arrears certificate was registered under section 373.1 of the *Municipal Act, 2001*.

If, at the end of the 90-day period following the date of the registration price remains unpaid and there is no subsisting extension agreement, the land will be sold by public sale.

The land is vested in the Crown because of an escheat or forfeiture as a result of the dissolution of a corporation. If you are a person entitled under the *Municipal Act, 2001* to receive this notice and you pay the cancellation price, you will not have a lien on the land for the amount paid.

3. The treasurer has no obligation to inquire into or form any opinion of the value of the land before conducting a sale under the *Municipal Act, 2001* and the treasurer is not under any duty to obtain the highest or best price for the land.

4. You may claim entitlement to a share in the proceeds of the sale of the land by applying to the Superior Court of Justice within 10 years of the payment into court by the treasurer of the proceeds of sale minus the cancellation price; however, the application may not be made earlier than 90 days after the payment into court.

5. If there is no successful purchaser at the public sale, the land, upon the registration of a notice of vesting, will vest in the municipality (or board).

6. Inquiries related to the matters set out in this notice may be directed to: Robert Divinski

| | |
|---|---|
| Title Tax Billings and Collections Administrator | Name of Municipality or Board City of Hamilton |
|---|---|

Address of Municipality or Board
71 Main Street West
Hamilton, Ontario
L8P 4Y5
(905) 546-2424 ext 6196, Rob Divinski
301.610.61400.0000 0

Dated at Hamilton this 09 day of January, 2024


Shelley Hesmer

Acting Director, Fin. Services & Taxation

Title

Signature of Treasurer or Other Officer or Employee Authorized to Give this Notice

Note: This document need not be registered.

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

yyyy mm dd Page 1 of 2

Properties

PIN 17538 - 0091 LT
 Description PT LTS 14 & 15 CON 6 BEVERLY AS IN CD377440 SAVE & EXCEPT PT 1 ON 62R-10955 & SAVE & EXCEPT PTS 1 & 2 ON 62R-16259 , FLAMBOROUGH CITY OF HAMILTON
 Address 2020 SAFARI ROAD HAMILTON

Party From(s)

Name CITY OF HAMILTON
 Address for Service 71 Main Street West
 Hamilton, Ontario L8P 4Y5

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Shelley Hesmer, Acting Director of Financial Services and Taxation of the City of Hamilton.

Statements

Schedule: PURSUANT TO ONTARIO REGULATION 181/03
 MUNICIPAL TAX SALES RULES PART IV GENERAL SCHEDULE 1

TAX ARREARS CERTIFICATE MUNICIPAL ACT, 2001

1. The municipality is City of Hamilton.

1. The street address and municipality in which the land is located, or if there is no street address, the location of the land is: 2020 Safari Road, Hamilton, ON N1R 5S2.

2. SHELLEY HESMER, Acting Director, Financial Services and Taxation of the CITY OF HAMILTON verifies on December 1, 2023 that:
 (i) The amount of tax arrears owing is in the amount of \$31,888.88 on December 31, 2022, and that at least part of the amount plus any additional real property taxes and costs are still owing to the municipality or board; and
 (ii) The land described in this Certificate will be sold by public sale if the cancellation price is not paid within one year following the date of registration of this Certificate.

4. TAKE NOTICE THAT:

(i) The time period for paying the cancellation price may be extended if the municipality or board authorizes an extension agreement with the owner, spouse of the owner, a mortgagee or a tenant in occupation of the land before the expiry of the one-year period;
 (ii) The cancellation price will be calculated as of the date that the amount of the tax arrears is paid to the municipality or board and will be higher than the amount set out in this Certificate.
 (iii) If there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board.
 (iv) Any inquiries relating to the matter may be directed to the municipality or board at CITY OF HAMILTON, 71 Main Street West, Hamilton, Ontario L8P 4Y5, 905-546-2424 ext 6196 to the attention of Rob Divinski.

5. The legal description of the land is set out in the Certificate (Properties section).

Signed By

Bridget Frances Scott 71 Main St. West acting for Signed 2023 12 12
 Hamilton Party From(s)
 L8P 4Y5

Tel 905-546-2424

Fax 905-546-2449

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

Submitted By

THE CORPORATION OF THE CITY OF HAMILTON 71 Main St. West 2023 12 12
 Hamilton
 L8P 4Y5

Tel 905-546-2424

Fax 905-546-2449

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
 Total Paid \$69.95

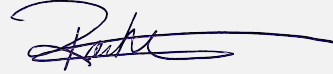
The applicant(s) hereby applies to the Land Registrar.

File Number

Party From Client File Number :

301.610.61400.0000/H&H HOLDING/23-359

This is **Exhibit "R"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits



Harminder Cheema
Relationship Manager, Commercial Financial Services
180 King Street West, Kitchener, ON N2H 1A6
Tel: 226-929-7235

SENT VIA EMAIL / REGISTERED MAIL

February 22, 2024

H & H HOLDING INC.
15 LIBERTY DR
CAMBRIDGE, ONTARIO, N1R5N4

Attention: Harvinder Singh & Sukhjinder Gill

Re: Royal Bank of Canada (“the Bank”) and H & H HOLDING INC. (“the Company”)

The purpose of this letter is to advise you that the management of the Company’s accounts will be transferred over to RBC’s Special Loans & Advisory Services Group.

The Bank has concerns based on the following:

Full Demarketed relationship – please refer to letter sent on January 4, 2024.

Accordingly, management of your account is being re-assigned to *Sharon D’Costa*, Senior Manager, Special Loans & Advisory Services going forward.

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company’s account and will be charged to the Company’s Current Account from time to time. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding excesses that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Yours truly,

A handwritten signature in blue ink, appearing to read 'H. Cheema', is written over a light blue rectangular background.

Harminder Cheema

cc. Sharon D’Costa, Harvinder Singh & Sukhjinder Gill

ACKNOWLEDGED AND AGREED as of February_____, 2024

Company name: H & H HOLDING INC.

By: _____

Name: Harvinder Singh
Title: Director

I have authority to bind the corporation.

By: _____

Name: Sukhjinder Gill
Title: Director

I have authority to bind the corporation.

Guarantor: _____

Name: Harvinder Singh

Guarantor: _____

Name: Sukhjinder Gill



Harminder Cheema
Relationship Manager, Commercial Financial Services
180 King Street West, Kitchener, ON N2H 1A6
Tel: 226-929-7235

SENT VIA EMAIL / REGISTERED MAIL

February 22, 2024

KHAIRA MOTOR FREIGHT INC
83 CANNING CRES
CAMBRIDGE, ONTARIO, N1T1V8

Attention: Harvinder Singh

Re: Royal Bank of Canada (“the Bank”) and KHAIRA MOTOR FREIGHT INC (“the Company”)

The purpose of this letter is to advise you that the management of the Company’s accounts will be transferred over to RBC’s Special Loans & Advisory Services Group.

The Bank has concerns based on the following:

Full Demarketed relationship – please refer to letter sent on January 4, 2024.

Accordingly, management of your account is being re-assigned to *Sharon D’Costa, Senior Manager, Special Loans & Advisory Services* going forward.

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company’s account and will be charged to the Company’s Current Account from time to time. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding excesses that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Yours truly,

A handwritten signature in blue ink, appearing to read 'H. Cheema', is placed over a light blue rectangular background.

Harminder Cheema

cc. Sharon D’Costa, Harvinder Singh

ACKNOWLEDGED AND AGREED as of February_____, 2024

Company name: KHAIRA MOTOR FREIGHT INC

By: _____

Name: Harvinder Singh
Title: Director

I have authority to bind the corporation.

By: _____

Name:
Title: Director

I have authority to bind the corporation.

Guarantor: _____

Name: Harvinder Singh

Guarantor: _____

Name:

Duncan, Tim

From: Cheema, Harminder (She/Her/Hers) <harminder.cheema@rbc.com>
Sent: Thursday, February 22, 2024 4:07 PM
To: 'Harvy Khaira'; 'gillheera25@yahoo.com'
Cc: D'Costa, Sharon (Sharon D'Costa)
Subject: H & H HOLDING INC. - Introduction letter
Attachments: @

Follow Up Flag: Follow up
Flag Status: Flagged

This message has been archived. [View the original item](#)

Hi Harvinder and Sukhjinder,
This is to inform you that your account has been re-assigned to Sharon D'Costa.
Please see attached introduction letter and confirm receipt of this email.

Regards,

Harminder Cheema | She/Her/Hers | Relationship Manager, Commercial Financial Services | RBC
Waterloo Region | Royal Bank of Canada
180 King Street West, Kitchener, ON N2H 1A6 | C: (226) 929-7235 E-
Mail: harminder.cheema@rbc.com<<mailto:harminder.cheema@rbc.com>>

Attachments:

[Introduction Letter - H & H Holding.pdf](#)

(223 KB)

Duncan, Tim

From: Cheema, Harminder (She/Her/Hers) <harminder.cheema@rbc.com>
Sent: Thursday, February 22, 2024 4:07 PM
To: 'Harvy Khaira'; 'gillheera25@yahoo.com'; 'mailto:mr.karman@hotmail.ca'
Cc: D'Costa, Sharon (Sharon D'Costa)
Subject: KHAIRA TRUCKING INC - Introduction letter
Attachments: @

Follow Up Flag: Follow up
Flag Status: Flagged

This message has been archived. [View the original item](#)

Hi Harvinder, Sukhjinder and Satinderjit,
This is to inform you that your account has been re-assigned to Sharon D'Costa.
Please see attached introduction letter and confirm receipt of this email.

Regards,

Harminder Cheema | She/Her/Hers | Relationship Manager, Commercial Financial Services | RBC
Waterloo Region | Royal Bank of Canada
180 King Street West, Kitchener, ON N2H 1A6 | C: (226) 929-7235 E-
Mail: harminder.cheema@rbc.com<mailto:harminder.cheema@rbc.com>

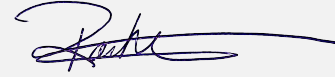
Attachments:

[Introduction Letter - KHAIRA TRUCKING INC.pdf](#)

(223 KB)

This is **Exhibit "S"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Duncan, Tim

From: Harvy Khaira <harvykhaira@gmail.com>
Sent: Friday, February 23, 2024 11:05 AM
To: D'Costa, Sharon (Sharon D'Costa)
Subject: Re: KHAIRA TRUCKING INC - Introduction letter

Follow Up Flag: Follow up
Flag Status: Flagged

This message has been archived. [View the original item](#)

[External]/[Externe]<<https://connect.fg.rbc.com/community/techhub/external-email-indicator>>

Hello Sharon,,,hope you're doing well,,can you pls call me at +1 (226) 220-7525 when you get a chance I want to to discuss the concerns

Thanks
 Sent from my iPhone

On Feb 22, 2024, at 6:16 PM, D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com> wrote:

Good Day Harvinder, Sukhjinder and Satinderjit,

Kindly provide your availabilities to further discuss the Introduction letter

Thank you,

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 |E-mail:sharon.dcosta@rbc.com
 This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than the intended recipient is unauthorized. If you receive this e-mail in error, please advise me, by return e-mail or otherwise, immediately.

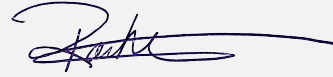
From: Cheema, Harminder (She/Her/Hers)
Sent: Thursday, February 22, 2024 4:07 PM
To: Harvy Khaira <harvykhaira@gmail.com>; gillheera25@yahoo.com; mailto:mr.karman@hotmail.ca <mr.karman@hotmail.ca>
Cc: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Subject: KHAIRA TRUCKING INC - Introduction letter

Hi Harvinder, Sukhjinder and Satinderjit,
 This is to inform you that your account has been re-assigned to Sharon D'Costa.
 Please see attached introduction letter and confirm receipt of this email.

Regards,

Harminder Cheema | She/Her/Hers | Relationship Manager, Commercial Financial Services | RBC
 Waterloo Region | Royal Bank of Canada
 180 King Street West, Kitchener, ON N2H 1A6 | C: (226) 929-7235 E-
 Mail: harminder.cheema@rbc.com<mailto:harminder.cheema@rbc.com>

This is **Exhibit "T"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Duncan, Tim

From: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Sent: Thursday, February 29, 2024 12:01 PM
To: 'Harvy Khaira'; 'gillheera25@yahoo.com'
Subject: RE: H & H HOLDING INC. - Introduction letter - followup

This message has been archived. [View the original item](#)

Good Day Harvinder and Sukhjinder,

I have booked a second joint webex meeting for 130pm –March 01, 2024

Kindly advise once accepted

Thank you,

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 |E-mail:sharon.dcosta@rbc.com
 This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than the intended recipient is unauthorized. If you receive this e-mail in error, please advise me, by return e-mail or otherwise, immediately.

From: D'Costa, Sharon (Sharon D'Costa)
 Sent: Thursday, February 22, 2024 6:12 PM
 To: Cheema, Harminder (She/Her/Hers) <harminder.cheema@rbc.com>; Harvy Khaira <harvykhaira@gmail.com>; gillheera25@yahoo.com
 Subject: RE: H & H HOLDING INC. - Introduction letter

Good Day Harvinder and Sukhjinder,

Kindly provide your availabilities to further discuss the Introduction letter

Thank you,

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 |E-mail:sharon.dcosta@rbc.com
 This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than the intended recipient is unauthorized. If you receive this e-mail in error, please advise me, by return e-mail or otherwise, immediately.

From: Cheema, Harminder (She/Her/Hers)
 Sent: Thursday, February 22, 2024 4:07 PM
 To: Harvy Khaira <harvykhaira@gmail.com<mailto:harvykhaira@gmail.com>>; gillheera25@yahoo.com<mailto:gillheera25@yahoo.com>
 Cc: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com<mailto:sharon.dcosta@rbc.com>>
 Subject: H & H HOLDING INC. - Introduction letter

Hi Harvinder and Sukhjinder,
 This is to inform you that your account has been re-assigned to Sharon D'Costa.

Please see attached introduction letter and confirm receipt of this email.

Regards,

Harminder Cheema | She/Her/Hers | Relationship Manager, Commercial Financial Services | RBC
Waterloo Region | Royal Bank of Canada
180 King Street West, Kitchener, ON N2H 1A6 | C: (226) 929-7235 E-
Mail: harminder.cheema@rbc.com<mailto:harminder.cheema@rbc.com>

Duncan, Tim

From: Google Calendar <calendar-notification@google.com> on behalf of Harvy Khaira <harvykhaira@gmail.com>
Sent: Friday, March 1, 2024 1:40 PM
To: D'Costa, Sharon (Sharon D'Costa)
Subject: Declined: H & H HOLDING INC. - Introduction letter and meeting to d... @ Fri Mar 1, 2024 1:30pm - 2pm (EST) (D'Costa, Sharon (Sharon D'Costa))
Attachments: @

[External]/[Externe]

Harvy Khaira has declined this invitation.

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join meeting

More ways to join:

Join from the meeting link

<https://rbcteams.webex.com/rbcteams/j.php?MTID=m6469b770080f72b07d70bcfe334c568d>

Join by meeting number

Meeting number (access code): 1804 01 2132

Meeting password: PpmnnS22Z8Z

Tap to join from a mobile device (attendees only)

+1877-310-7479,,1804012132## US & Canada Toll Free

+1-416-981-9876,,1804012132## Canada Toll

Join by phone

+1877-310-7479 US & Canada Toll Free

+1-416-981-9876 Canada Toll

Global call-in numbers | Toll-free calling restrictions

Join from a video system or application

Dial [1804012132@rbcteams.webex.com](tel:1804012132@rbcteams.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

If you are a host, click here to view host information.

Need help? Go to <https://help.webex.com>

When

Friday Mar 1, 2024 · 1:30pm – 2pm (Eastern Time - Toronto)

Guests

D'Costa, Sharon (Sharon D'Costa) - organizer

Harvy Khaira - creator

gillheera25@yahoo.com

[View all guest info](#)

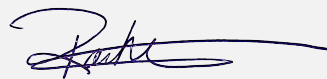
Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, decline this event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

<< Attachments: invite.ics (3.0KB) >>

This is **Exhibit "U"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)

PERSONAL AND CONFIDENTIAL

H & H Holding Inc.
39 Chamberlin Drive
Cambridge, ON N1T 1L8

H & Holding Inc.
2020 Safari Road
Flamborough, ON N1R 5S2

Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a mortgage loan agreement dated December 29, 2020 between the Bank and the Company (the "**Credit Agreement**").

We wish to advise you that the term loan advanced under the Credit Agreement has not been repaid on maturity, being February 1, 2024. The failure to repay in full the term loan on maturity constitutes an Event of Default entitling the Bank to exercise its remedies pursuant to the Credit Agreement and Security (as defined in the Credit Agreement).

We further wish to advise you that it has come to the Bank's attention that a Tax Arrears Certificate has been registered on title to the property known municipally as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "**2020 Safari Road Property**" or the "**Mortgaged Property**", as defined in the Credit Agreement), indicating non-payment of municipal taxes. This also constitutes an Event of Default under the Credit

Agreement and under the Charge Terms associated with the Bank's security registered against title to the Mortgaged Property.

We have been advised by the Bank that as at March 15, 2024 the Company is indebted to it in the following amounts:

1. in respect of a mortgage term facility in the amount of \$1,019,167.47, comprising principal in the amount of \$1,017,913.43 and accrued interest to and including March 15, 2024 in the amount of \$1,256.04. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.67.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than April 3, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

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

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to April 3, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services

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

PERSONAL & CONFIDENTIAL

**REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**

TO: H & H HOLDING INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property municipally known as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "2020 Safari Road Property").
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated December 31, 2020 executed by H & H Holding Inc.;
 - a Charge/Mortgage of Land in the amount of \$1,100,000.00 registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484018, PIN 17538-0091 (LT).
3. The total amount of indebtedness secured by the security as at March 15, 2024 is \$1,040,862.62.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 22nd day of March, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

A handwritten signature in black ink, appearing to read 'Tim Duncan', written over a horizontal line.

Tim Duncan

*\$1,040,862.62 is comprised of \$1,019,167.47 as of March 15, 2024 as primary debtor plus \$21,695.15 as guarantor of the debts, liabilities and obligations of Khaira Motor Freight Inc.



Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
HARVYKHAIRA@GMAIL.COM

PERSONAL AND CONFIDENTIAL

Khaira Motor Freight Inc.
1339 Industrial Road
Cambridge, ON N3H 4W3

Khaira Motor Freight Inc.
83 Canning Crescent
Cambridge, ON N1T 1V8

Attention: Harvinder Singh also known as Harwinder Singh

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and Khaira Motor Freight Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a RBC Royal Bank Visa Card Agreement dated December 29, 2020 between the Bank and the Company (the "**Visa Agreement**"). In accordance with section 21 of the Visa Agreement, you are hereby notified that effective immediately, the Visa Agreement is hereby terminated, and as provided for in section 21.3 of the Visa Agreement, all amounts owing thereunder are due and payable. Effective immediately, you will not be entitled to charge Visa account number ending in "9706" with any debt or obligation. Please cut all cards relating to this account in half and return them to us immediately.

We have been advised by the Bank that as at March 15, 2024, the Company is indebted in respect of Visa account number ending in "9706", in the amount of \$21,695.15. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than April 3, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full, and for all other amounts which the Company is liable for to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services

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

PERSONAL & CONFIDENTIAL

**REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM)**

TO: KHAIRA MOTOR FREIGHT INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated December 29, 2020 executed by Khaira Motor Freight Inc.
3. The total amount of indebtedness secured by the security as at March 15, 2024 is \$1,040,862.62.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 22nd day of March, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan

*\$1,040,862.62 is comprised of \$21,695.15 as of March 15, 2024 as primary debtor plus \$1,019,167.47 as guarantor of the debts, liabilities and obligations of H & H Holding Inc.

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
HARVYKHAIRA@GMAIL.COM**PERSONAL AND CONFIDENTIAL****Khaira Motor Freight Inc.**
1339 Industrial Road
Cambridge, ON N3H 4W3**Khaira Motor Freight Inc.**
83 Canning Crescent
Cambridge, ON N1T 1V8**Attention: Harvinder Singh also known as Harwinder Singh**

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

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

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated December 31, 2020 limited to the sum of \$1,100,000.00.

As at March 15, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of a mortgage term facility in the amount of \$1,019,167.47, comprising principal in the amount of \$1,017,913.43 and accrued interest to and including March 15, 2024 in the amount of \$1,256.04. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.67.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than April 3, 2024 of the sum of \$1,019,167.47, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated December 31, 2020.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to April 3, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services



Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
HARVYKHAIRA@GMAIL.COM

PERSONAL AND CONFIDENTIAL

Harvinder Singh
83 Canning Crescent
Cambridge, ON N1T 1V8

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

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

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated December 31, 2020 limited to the sum of \$550,000.00.

As at March 15, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of a mortgage term facility in the amount of \$1,019,167.47, comprising principal in the amount of \$1,017,913.43 and accrued interest to and including March 15, 2024 in the amount of \$1,256.04. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.67.

On behalf of the Bank, we hereby formally make demand upon each of you for the payment by no later than April 3, 2024 of the sum of \$550,000.00, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against each of you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated December 31, 2020.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to April 3, 2024 without further notice to either of you if the Bank becomes aware of any matter which may impair its security.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services



275

Fogler, Rubinoff LLP
Lawyers

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

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL
(GILLHEERA25@YAHOO.COM)

PERSONAL AND CONFIDENTIAL

Sukhjinder Gill
39 Chamberlin Drive
Cambridge, ON N1T 1L8

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

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

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated December 31, 2020 limited to the sum of \$550,000.00.

As at March 15, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of a mortgage term facility in the amount of \$1,019,167.47, comprising principal in the amount of \$1,017,913.43 and accrued interest to and including March 15, 2024 in the amount of \$1,256.04. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.67.

On behalf of the Bank, we hereby formally make demand upon each of you for the payment by no later than April 3, 2024 of the sum of \$550,000.00, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against each of you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated December 31, 2020.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to April 3, 2024 without further notice to either of you if the Bank becomes aware of any matter which may impair its security.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

March 22, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**PERSONAL AND CONFIDENTIAL****H & H Holding Inc.**
39 Chamberlin Drive
Cambridge, ON N1T 1L8**H & Holding Inc.**
2020 Safari Road
Flamborough, ON N1R 5S2**Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill**

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and Khaira Motor Freight Inc. (the "Company")

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

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated December 29, 2020 limited to the sum of \$25,000.00.

As at March 15, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of Visa account number ending in "9706", in the amounts of \$21,695.15. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than April 3, 2024 of the sum of \$21,695.15, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated December 29, 2020.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to April 3, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services



Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

April 5, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)

PERSONAL AND CONFIDENTIAL

H & H Holding Inc.
39 Chamberlin Drive
Cambridge, ON N1T 1L8

H & Holding Inc.
2020 Safari Road
Flamborough, ON N1R 5S2

Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a mortgage loan agreement dated December 29, 2020 between the Bank and the Company (the "**Credit Agreement**").

We wish to advise you that the term loan advanced under the Credit Agreement has not been repaid on maturity, being February 1, 2024. The failure to repay in full the term loan on maturity constitutes an Event of Default entitling the Bank to exercise its remedies pursuant to the Credit Agreement and Security (as defined in the Credit Agreement).

We further wish to advise you that it has come to the Bank's attention that a Tax Arrears Certificate has been registered on title to the property known municipally as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "**2020 Safari Road Property**" or the "**Mortgaged Property**", as defined in the Credit Agreement), indicating non-payment of municipal taxes. This also constitutes an Event of Default under the Credit

Agreement and under the Charge Terms associated with the Bank's security registered against title to the Mortgaged Property.

We have been advised by the Bank that as at April 5, 2024 the Company is indebted to it in the following amounts:

1. In respect of a mortgage term facility in the amount of \$1,021,011.47, comprising principal in the amount of \$1,020,651.79 and accrued interest to and including April 5, 2024 in the amount of \$359.68. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.91.

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

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

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

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services,
Candida Hoyland, Senior Manager, Special Loans and Advisory Services

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

PERSONAL & CONFIDENTIAL

**REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**

TO: H & H HOLDING INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property municipally known as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "2020 Safari Road Property").
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated December 31, 2020 executed by H & H Holding Inc.;
 - a Charge/Mortgage of Land in the amount of \$1,100,000.00 registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484018, PIN 17538-0091 (LT);
 - an Assignment of Rents, registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484019.
3. The total amount of indebtedness secured by the security as at April 5, 2024 is \$1,027,909.13.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 5th day of April, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

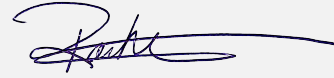
A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan

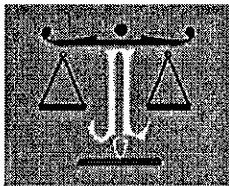
*\$1,027,909.13 is comprised of \$1,021,011.47 as of April 5, 2024 as primary debtor plus \$6,897.66 as guarantor of the debts, liabilities and obligations of Khaira Motor Freight Inc.

This is **Exhibit "V"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits



"Our Sincere Work,
Makes Us Different,
Makes Us Better"

Jap Ji Lawyers P.C.

Barristers & Solicitors

Barristers & Solicitors
Anoop S. Minhas
Satpal S. Virk
Sanjeev M. Sharma
Jagdish Singh Bedi

April 9, 2024

Fogler, Rubinoff LLP
3000-77 King St W,
PO Box 95,
Toronto, ON M5K 1G8

Attention: Tim Duncan

Dear Sir or Madam:

Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.
2020 Safari Road, Hamilton
Part Lots 14 & 15, Concession 6
Our File No.: 20-4272R

We are Solicitors for **H & H Holding Inc.** "the Borrower" in the above said transaction and we acknowledge the receipt of your attached letter dated April 05, 2024, through our client regarding the Credit Agreement between above said parties dated December 29, 2020.

Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month time to our client.

Please confirm with your client and advise.

Yours very truly,
Jap Ji Lawyers Professional Corporation

Jagdish Singh Bedi
JB:ak



Fogler, Rubinoff LLP
Lawyers

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

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

April 5, 2024

Our File No. 240819

**VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**

PERSONAL AND CONFIDENTIAL

H & H Holding Inc.
39 Chamberlin Drive
Cambridge, ON N1T 1L8

H & Holding Inc.
2020 Safari Road
Flamborough, ON N1R 5S2

Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a mortgage loan agreement dated December 29, 2020 between the Bank and the Company (the "**Credit Agreement**").

We wish to advise you that the term loan advanced under the Credit Agreement has not been repaid on maturity, being February 1, 2024. The failure to repay in full the term loan on maturity constitutes an Event of Default entitling the Bank to exercise its remedies pursuant to the Credit Agreement and Security (as defined in the Credit Agreement).

We further wish to advise you that it has come to the Bank's attention that a Tax Arrears Certificate has been registered on title to the property known municipally as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "**2020 Safari Road Property**" or the "**Mortgaged Property**", as defined in the Credit Agreement), indicating non-payment of municipal taxes. This also constitutes an Event of Default under the Credit

Agreement and under the Charge Terms associated with the Bank's security registered against title to the Mortgaged Property.

We have been advised by the Bank that as at April 5, 2024 the Company is indebted to it in the following amounts:

1. In respect of a mortgage term facility in the amount of \$1,021,011.47, comprising principal in the amount of \$1,020,651.79 and accrued interest to and including April 5, 2024 in the amount of \$359.68. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.91.

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

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

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

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

fogler
rubinoff

Page 3

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services,
Candida Hoyland, Senior Manager, Special Loans and Advisory Services

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

PERSONAL & CONFIDENTIAL

**REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**

TO: H & H HOLDING INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property municipally known as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "2020 Safari Road Property").
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated December 31, 2020 executed by H & H Holding Inc.;
 - a Charge/Mortgage of Land in the amount of \$1,100,000.00 registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484018, PIN 17538-0091 (LT);
 - an Assignment of Rents, registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484019.
3. The total amount of indebtedness secured by the security as at April 5, 2024 is \$1,027,909.13.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 5th day of April, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan

*\$1,027,909.13 is comprised of \$1,021,011.47 as of April 5, 2024 as primary debtor plus \$6,897.66 as guarantor of the debts, liabilities and obligations of Khaira Motor Freight Inc.

Duncan, Tim

From: Reception Jap Ji Law <reception@japjilaw.com>
Sent: Tuesday, April 9, 2024 3:14 PM
To: Duncan, Tim
Cc: Fogler, Rubinoff LLP; Jagdish Bedi
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R
Attachments: 20240409_145728.pdf

You don't often get email from reception@japjilaw.com. [Learn why this is important](#)

Apologies, there's no attachment in the previous email, see attached.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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On Tue, Apr 9, 2024 at 3:09 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Good Afternoon,

We are Solicitors for H & H Holding Inc. "the Borrower" in the above said transaction and we acknowledge the receipt of your attached letter dated April 05, 2024, through our client regarding the Credit Agreement between above said parties dated December 29, 2020.

Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

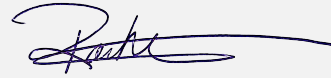
21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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This is **Exhibit "W"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits



Fogler, Rubinoff LLP
Lawyers

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

April 15, 2024

Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com
Our File No. 240819

PERSONAL AND CONFIDENTIAL

H & H Holding Inc. - Via Regular Mail, Registered Mail and Email
(HARVYKHAIRA@GMAIL.COM, GILLHEERA25@YAHOO.COM)

39 Chamberlin Drive
Cambridge, ON N1T 1L8

Attention: **Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill**

H & Holding Inc. - Via Regular Mail, Registered Mail and Email
(HARVYKHAIRA@GMAIL.COM, GILLHEERA25@YAHOO.COM)

2020 Safari Road
Flamborough, ON N1R 5S2

Attention: **Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill**

Agriculture and Agri-Food Canada – Via Regular Mail, Fax and Email
(aafc.fdms-smmea.aac@agr.gc.ca)

Farm Debt Mediation Service
2560 Hochelaga Boulevard
Quebec QC G1V 2J3

Dear Sirs/Mesdames:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

The Bank made demand and delivered a notice of intention to enforce security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) on April 5, 2024, which we enclose herein for reference.

We herein enclose a notice of intent by secured creditor pursuant to section 21 of the *Farm Debt Mediation Act* (Canada).



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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be "T. Duncan", written over a horizontal line.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services,
Sandy Viikna, Senior Manager, Special Loans and Advisory Service



Lawyer: Tim Duncan
Direct Dial: 416.941.8817
E-mail: tduncan@foglers.com

April 5, 2024

Our File No. 240819

VIA REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)

PERSONAL AND CONFIDENTIAL

H & H Holding Inc.
39 Chamberlin Drive
Cambridge, ON N1T 1L8

H & Holding Inc.
2020 Safari Road
Flamborough, ON N1R 5S2

Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and H & H Holding Inc. (the "Company")

We are the lawyers retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a mortgage loan agreement dated December 29, 2020 between the Bank and the Company (the "**Credit Agreement**").

We wish to advise you that the term loan advanced under the Credit Agreement has not been repaid on maturity, being February 1, 2024. The failure to repay in full the term loan on maturity constitutes an Event of Default entitling the Bank to exercise its remedies pursuant to the Credit Agreement and Security (as defined in the Credit Agreement).

We further wish to advise you that it has come to the Bank's attention that a Tax Arrears Certificate has been registered on title to the property known municipally as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "**2020 Safari Road Property**" or the "**Mortgaged Property**", as defined in the Credit Agreement), indicating non-payment of municipal taxes. This also constitutes an Event of Default under the Credit

Agreement and under the Charge Terms associated with the Bank's security registered against title to the Mortgaged Property.

We have been advised by the Bank that as at April 5, 2024 the Company is indebted to it in the following amounts:

1. In respect of a mortgage term facility in the amount of \$1,021,011.47, comprising principal in the amount of \$1,020,651.79 and accrued interest to and including April 5, 2024 in the amount of \$359.68. Interest continues to accrue on the aforesaid principal amount at the rate of 3.25% per annum. The per diem amount on the aforesaid principal amount is \$89.91.

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

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

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

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

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

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan
TD/bk

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa, Senior Manager, Special Loans and Advisory Services,
Candida Hoyland, Senior Manager, Special Loans and Advisory Services

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

PERSONAL & CONFIDENTIAL

**REGULAR MAIL, REGISTERED MAIL AND BY EMAIL
(HARVYKHAIRA@GMAIL.COM AND GILLHEERA25@YAHOO.COM)**

TO: H & H HOLDING INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
 - real property municipally known as 2020 Safari Road, Flamborough, Ontario, PIN 17538-0091 (LT) (the "2020 Safari Road Property").
2. The security that is to be enforced is in the form of:
 - a General Security Agreement dated December 31, 2020 executed by H & H Holding Inc.;
 - a Charge/Mortgage of Land in the amount of \$1,100,000.00 registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484018, PIN 17538-0091 (LT);
 - an Assignment of Rents, registered against the 2020 Safari Road Property on January 18, 2021 as registration number WE1484019.
3. The total amount of indebtedness secured by the security as at April 5, 2024 is \$1,027,909.13.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 5th day of April, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:

A handwritten signature in black ink, appearing to be 'T. Duncan', written over a horizontal line.

Tim Duncan

*\$1,027,909.13 is comprised of \$1,021,011.47 as of April 5, 2024 as primary debtor plus \$6,897.66 as guarantor of the debts, liabilities and obligations of Khaira Motor Freight Inc.



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

| | | | | |
|---|------------------------|---------------------------------|--|-------------|
| As required under Section 21 of the <i>Farm Debt Mediation Act</i> , you are hereby notified that it is the intent of: | | | | |
| Name of creditor Royal Bank of Canada | | | | |
| To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of: | | | | |
| Full name of farmer or business name H & H Holding Inc. | | | | |
| Farmer's address | | | | |
| Unit/Suite/Apt. | Street Number | Number Suffix | Street Name | Street Type |
| | 39 | | Chamberlin | Drive |
| Street direction | PO Box or Route Number | Municipality (City, Town, etc.) | Province | Postal code |
| | | Cambridge | Ontario | N1T 1L8 |
| The security being (type(s) of security) | | | on (asset(s)) | |
| Charge/Mortgage | | | 2020 Safari Road, Flamborough, Ontario | |
| Assignment of Rents | | | 2020 Safari Road, Flamborough, Ontario | |
| General Security Agreement | | | All personal property | |
| | | | | |
| | | | | |

Dated this 15th day of April, 2024 at Toronto, Ontario

Royal Bank of Canada by its solicitors, Fogler, Rubinoff LLP

Name of secured creditor or authorized representative (print)

Signature of secured creditor or authorized representative

416-941-8817

Creditor's phone number and ext.

tduncan@foglers.com

Email address of secured creditor or authorized representative

416-941-8852

Creditor's fax number

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- currently engaged in farming for commercial purposes; and
- insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

agriculture.canada.ca/fdms

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafc.fdms-smmea.aac@agr.gc.ca

Fax: 1-833-902-8388

Western Canada Office

Tel: 1-866-452-5556

Email: aafc.fdms-smmea.aac@agr.gc.ca

Fax: 1-833-902-8388

Registration Receipt (Bulk)

Récépissé de recommandation (en nombre)

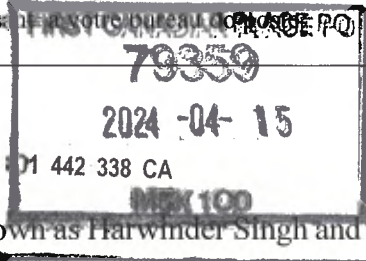
This receipt is necessary if enquiry is desired.

À presaire en case de reclamation

| Mailed By (Name and address of firm) | Déposé par (Nom et adresse de société) | Stamp of Firm | Timbre de société | Date Stamp of Post Office | Timbre à date du à bureau de poste |
|--|---|---------------|-------------------|---------------------------|------------------------------------|
| Fogler, Rubinoff LLP Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8 240819/TD | | | | | |

Fragile and perishable articles are not indemnified against damage.
 Indemnity and REGISTRATION FEES information is available on request at the Post Office.

Aucune indemnité ne sera verse pour l'avaire d'un objet fragile ou périssable.
 Vous pouvez obtenir des renseignements sur les indemnités verses et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.

| | | | |
|------------------|---|--|---|
| Number Numéro | H & H Holdings Inc. 39 Chamberlin Drive Cambridge, ON N1T 1L8 Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill | |  |
| | | | |

| Sheet No. | Feuille No. | No. of Articles | Nbre d'objets | Accepted by (Postal Employee's signature) | Accepté par (Signature de l'employé des Postes) |
|-----------|-------------|-----------------|---------------|--|--|
| | | | | | |

Canada
Post

Postes
Canada

Registration Receipt (Bulk)

Récépissé de recommandation (en nombre)

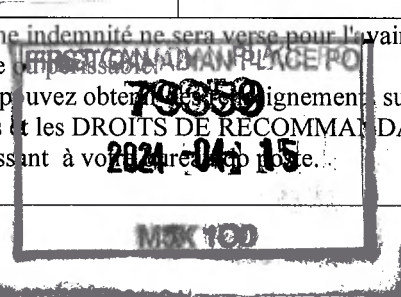
This receipt is necessary if enquiry is desired.

À presaire en case de reclamation

| Mailed By (Name and address of firm) | Déposé par (Nom et adresse de société) | Stamp of Firm | Timbre de société | Date Stamp of Post Office | Timbre à date du à bureau de poste |
|--|--|------------------|----------------------|---------------------------------|--|
| Fogler, Rubinoff LLP Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8 240819/TD | | | | | |

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Vous pouvez obtenir plus d'information sur les indemnités versées et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.



| | |
|------------------|--|
| Number Numéro | H & H Holdings Inc. 2020 Safari Road Flamborough, ON N1R 5S2 Attention: Harvinder Singh also known as Harwinder Singh and Sukhjinder Gill |
|------------------|--|

| Sheet No. | Feuille No. | No. of Articles | Nbre d'objets | Accepted by (Postal Employee's signature) | Accepté par (Signature de l'employé des Postes) |
|-----------|-------------|-----------------|---------------|--|--|
| | | | | | |

Duncan, Tim

From: Kaddoura, Brandy
Sent: Monday, April 15, 2024 1:12 PM
To: HARVYKHAIRA@GMAIL.COM; GILLHEERA25@YAHOO.COM; aafc.fdms-smmea.aac@agr.gc.ca
Cc: Duncan, Tim; sharon.dcosta@rbc.com; sandy.viikna@rbc.com
Subject: RBC and H & H Holding Inc.
Attachments: FDMA Notice Encl Letter - H & H Holding Inc (Borrower) - 4876-4604-7671 1.pdf
Sensitivity: Personal

Please see the attached correspondence from Mr. Duncan.



Brandy Kaddoura
Assistant to W. Ross MacDougall, Nina Perfetto & Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.9700 x179
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: bkaddoura@foglers.com
foglers.com

Duncan, Tim

From: Kaddoura, Brandy
Sent: Monday, April 15, 2024 1:13 PM
To: Duncan, Tim
Subject: FW: RBC and H & H Holding Inc.

Sensitivity: Personal

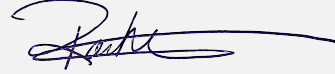
From: fdms-smmea (AAFC/AAC) <aafc.fdms-smmea.aac@agr.gc.ca>
Sent: Monday, April 15, 2024 1:13 PM
To: Kaddoura, Brandy <bkaddoura@foglers.com>
Subject: Automatic reply: RBC and H & H Holding Inc.
Sensitivity: Personal

| | |
|--|---|
| <p>Thank you for your email to FDMS.</p> <p>If your email is an inquiry, one of our representatives will get back to you within one business day.</p> <p>If your email is regarding a copy of a notice of intent by secured creditor that you have sent to a farmer, please accept this email as confirmation that we received your notice.</p> <p>Farm Debt Mediation Service (FDMS) Telephone: 1-866-452-5556</p> | <p>Nous vous remercions pour votre courriel au SMMEA.</p> <p>Si votre courriel représente une demande d'information, l'un de nos agents communiquera avec vous dans un délai d'un jour ouvrable.</p> <p>Si votre courriel est une copie d'avis de préavis de réalisation acheminé à un agriculteur à titre de créancier, veuillez accepter ce courriel comme accusé de réception.</p> <p>Service de médiation en matière d'endettement agricole (SMMEA) Téléphone : 1-866-452-5556</p> |
|--|---|

CONFIDENTIALITY NOTICE: *The farm debt mediation process is confidential. As such, it is not permitted to communicate to others that the above named farmer has made application to the Farm Debt Mediation Act. This e-mail message and attachments (if any) are confidential. If you have received this communication in error, please delete it and notify us immediately. Thank you for your cooperation.*

AVIS DE CONFIDENTIALITÉ : *Le processus de médiation en matière d'endettement agricole est confidentiel. Ainsi, nul n'est autorisé à divulguer à d'autres parties sans autorisation que l'agriculteur susmentionné a présenté une demande en vertu de la Loi en matière d'endettement agricole. Ce courriel et ses pièces jointes (le cas échéant) sont confidentiels et réservés à l'usage exclusif du destinataire. Si vous avez reçu ce courriel par erreur, veuillez le supprimer et nous en informer immédiatement. Nous vous remercions de votre collaboration.*

This is **Exhibit "X"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Duncan, Tim

From: Jagdish Bedi <jbedi@japjilaw.com>
Sent: Monday, April 15, 2024 5:15 PM
To: Reception Jap Ji Law
Cc: Duncan, Tim; Fogler, Rubinoff LLP
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

You don't often get email from jbedi@japjilaw.com. [Learn why this is important](#)

Good Afternoon,

Please provide a response to our previous email.

Should you have any concerns please feel free to contact;

Regards,

JAGDISH SINGH BEDI, *Barrister & Solicitor*
JAP JI LAWYERS PC
Tel: 416-679-8300 x223 / Fax: 416-679-8388
21-7001 Steeles Ave West, Toronto, ON. M9W0A2
<http://www.japjilaw.com>

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On Tue, Apr 9, 2024 at 3:14 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Apologies, there's no attachment in the previous email, see attached.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,
Legal Assistant
JAP JI LAWYERS PC
Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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On Tue, Apr 9, 2024 at 3:09 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Good Afternoon,

We are Solicitors for H & H Holding Inc. “the Borrower” in the above said transaction and we acknowledge the receipt of your attached letter dated April 05, 2024, through our client regarding the Credit Agreement between above said parties dated December 29, 2020.

Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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Duncan, Tim

From: Kaddoura, Brandy
Sent: Tuesday, April 16, 2024 8:10 AM
To: Duncan, Tim
Subject: FW: RBC and H & H Holding Inc.

From: Harvy Khaira <harvykhaira@gmail.com>
Sent: Monday, April 15, 2024 7:26 PM
To: Kaddoura, Brandy <bkaddoura@foglers.com>
Subject: Re: RBC and H & H Holding Inc.

Hi there our lawyer have already contacted you for this matter on April 9th and again today,,it's Jap G law in Rexdale,,pls consult with their firm

Thanks
 Sent from my iPhone

On Apr 15, 2024, at 1:12 PM, Kaddoura, Brandy <bkaddoura@foglers.com> wrote:

Please see the attached correspondence from Mr. Duncan.

| | |
|----------------|---|
| <image001.png> | <p>Brandy Kaddoura Assistant to W. Ross MacDougall, Nina Perfetto & Tim Duncan Fogler, Rubinoff LLP Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8 Direct: 416.864.9700 x179 Main: 416.864.9700 Toll Free: 1.866.861.9700 Fax: 416.941.8852 Email: bkaddoura@foglers.com foglers.com</p> |
|----------------|---|

This message was sent by Fogler, Rubinoff LLP, 77 King Street West, Suite 3000, Toronto, ON, M5K 1G8, 416.864.9700, www.foglers.com. To update your preferences, please visit our [Subscription Centre](#). To unsubscribe from our commercial electronic messages, please click here: [Unsubscribe](#).

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Before printing, please consider the environment.

<FDMA Notice Encl Letter - H & H Holding Inc (Borrower) - 4876-4604-7671 1.pdf>

Duncan, Tim

From: Duncan, Tim
Sent: Tuesday, April 16, 2024 1:34 PM
To: Jagdish Bedi; Reception Jap Ji Law
Cc: Viikna, Sandy; D'Costa, Sharon (Sharon D'Costa)
Subject: RE: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R
Attachments: FDMA Notice Encl Letter - H & H Holding Inc (Borrower) - 4876-4604-7671 1.pdf; PSOA format.pdf

Good Afternoon,

We are in receipt of your letter dated April 9, 2024 advising that you are retained by the Borrower with respect to this matter, as well as your email dated April 15, 2024.

As you know, we are the solicitors for the Royal Bank of Canada (the "Bank") with respect to the indebtedness of H & H Holding Inc. (the "Borrower"). The Bank advised the Borrower on or about January 4, 2024 that it would be demarketing the Borrower effective April 3, 2024. On April 5, 2024, the Bank delivered to the Borrower a demand letter enclosing a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act*. On April 15, 2024, we delivered to the Borrower a notice of intent by secured creditor pursuant to section 21 of the *Farm Debt Mediation Act*. While you may have already received a copy of this from your client, we nonetheless enclose a copy herewith for your reference.

We have noted your advice that the Borrower is arranging new financing. At this time, the Bank requests the following:

1. Please provide an update on your client's efforts since your letter of April 9 to arrange new financing.
2. Please confirm whether you are acting solely for the Borrower or for any other related entity/party or guarantor of the obligations of the Borrower.
3. Please ask your client to provide the Bank with up-to-date statements from Canada Revenue Agency (CRA website reports) indicating HST and Source Deduction accounts are up-to-date.
4. Please provide us with a municipal tax certificate with respect to the property known municipally as 2020 Safari Road, Flamborough (the "Property") or, in the alternative, your client's latest tax bill indicating account status.
5. Please ask your client to provide up-to-date Personal Statements of Affairs for the Borrower's principals (Harvinder Singh and Sukhjinder Gill). Form attached.
6. Please provide a current description of all business activities of the Borrower, including any taking place at the Property and including any rent rolls for the Property.

In the interim, please be advised that the Bank reserves all of its rights and remedies against the Borrower or any of its guarantors and there has been no waiver by the Bank of any default.

Regards,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.941.8817
 Main: 416.864.9700
 Toll Free: 1.866.861.9700
 Fax: 416.941.8852

From: Jagdish Bedi <jbedi@japjilaw.com>
Sent: Monday, April 15, 2024 5:15 PM
To: Reception Jap Ji Law <reception@japjilaw.com>
Cc: Duncan, Tim <tduncan@foglers.com>; Fogler, Rubinoff LLP <info@foglers.com>
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

You don't often get email from jbedi@japjilaw.com. [Learn why this is important](#)

Good Afternoon,

Please provide a response to our previous email.

Should you have any concerns please feel free to contact;

Regards,

JAGDISH SINGH BEDI, *Barrister & Solicitor*
JAP JI LAWYERS PC
Tel: 416-679-8300 x223 / Fax: 416-679-8388
21-7001 Steeles Ave West, Toronto, ON. M9W0A2
<http://www.japjilaw.com>

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On Tue, Apr 9, 2024 at 3:14 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Apologies, there's no attachment in the previous email, see attached.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,
Legal Assistant
JAP JI LAWYERS PC
Tel: 416-679-8300
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<http://www.japjilaw.com>

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On Tue, Apr 9, 2024 at 3:09 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Good Afternoon,

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Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

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Duncan, Tim

From: Reception Jap Ji Law <reception@japjilaw.com>
Sent: Wednesday, April 17, 2024 1:20 PM
To: Duncan, Tim
Cc: Jagdish Bedi; Viikna, Sandy; D'Costa, Sharon (Sharon D'Costa)
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R
Attachments: 20240417_131206.pdf

You don't often get email from reception@japjilaw.com. [Learn why this is important](#)

Good Afternoon,

Thank you for your email. We confirm we are acting for both Borrower and guarantor. We have advised our client and will provide the required documents on receipt.

Please also see attached the proof of payment towards past due mortgage payments as desired in the letter to our client from RBC dated April 02, 2024.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300 / Fax: 416-679-8388

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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On Tue, Apr 16, 2024 at 1:34 PM Duncan, Tim <tduncan@foglers.com> wrote:

Good Afternoon,

We are in receipt of your letter dated April 9, 2024 advising that you are retained by the Borrower with respect to this matter, as well as your email dated April 15, 2024.

As you know, we are the solicitors for the Royal Bank of Canada (the "Bank") with respect to the indebtedness of H & H Holding Inc. (the "Borrower"). The Bank advised the Borrower on or about January 4, 2024 that it would be demarketing the Borrower effective April 3, 2024. On April 5, 2024, the Bank delivered to the Borrower a demand letter enclosing a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act*. On April 15, 2024, we delivered to the Borrower a notice of intent by secured creditor pursuant to section 21 of the *Farm Debt Mediation Act*. While you may have already received a copy of this from your client, we nonetheless enclose a copy herewith for your reference.

We have noted your advice that the Borrower is arranging new financing. At this time, the Bank requests the following:

1. Please provide an update on your client's efforts since your letter of April 9 to arrange new financing.
2. Please confirm whether you are acting solely for the Borrower or for any other related entity/party or guarantor of the obligations of the Borrower.
3. Please ask your client to provide the Bank with up-to-date statements from Canada Revenue Agency (CRA website reports) indicating HST and Source Deduction accounts are up-to-date.
4. Please provide us with a municipal tax certificate with respect to the property known municipally as 2020 Safari Road, Flamborough (the "Property") or, in the alternative, your client's latest tax bill indicating account status.
5. Please ask your client to provide up-to-date Personal Statements of Affairs for the Borrower's principals (Harvinder Singh and Sukhjinder Gill). Form attached.
6. Please provide a current description of all business activities of the Borrower, including any taking place at the Property and including any rent rolls for the Property.

In the interim, please be advised that the Bank reserves all of its rights and remedies against the Borrower or any of its guarantors and there has been no waiver by the Bank of any default.

Regards,



Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.941.8817
Main: 416.864.9700
Toll Free: 1.866.861.9700

Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Jagdish Bedi <jbedi@japjilaw.com>
Sent: Monday, April 15, 2024 5:15 PM
To: Reception Jap Ji Law <reception@japjilaw.com>
Cc: Duncan, Tim <tduncan@foglers.com>; Fogler, Rubinoff LLP <info@foglers.com>
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

You don't often get email from jbedi@japjilaw.com. [Learn why this is important](#)

Good Afternoon,

Please provide a response to our previous email.

Should you have any concerns please feel free to contact;

Regards,

JAGDISH SINGH BEDI, *Barrister & Solicitor*
JAP JI LAWYERS PC
Tel: 416-679-8300 x223 / Fax: 416-679-8388
21-7001 Steeles Ave West, Toronto, ON. M9W0A2
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On Tue, Apr 9, 2024 at 3:14 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Apologies, there's no attachment in the previous email, see attached.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

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On Tue, Apr 9, 2024 at 3:09 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Good Afternoon,

We are Solicitors for H & H Holding Inc. “the Borrower” in the above said transaction and we acknowledge the receipt of your attached letter dated April 05, 2024, through our client regarding the Credit Agreement between above said parties dated December 29, 2020.

Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

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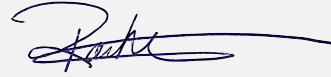
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Before printing, please consider the environment.

This is **Exhibit "Y"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 12th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Duncan, Tim

From: Reception Jap Ji Law <reception@japjilaw.com>
Sent: Friday, April 26, 2024 3:16 PM
To: Duncan, Tim
Cc: Jagdish Bedi; D'Costa, Sharon (Sharon D'Costa)
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

Good Afternoon,

Apologies for the delayed response we confirm we act for Khaira Motor Freight Inc., Sukhjinder Gill and Harvinder Singh only.

We are still waiting for the requested information from our client. We will provide you as soon as possible. Thank you.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR

Legal Assistant

JAP JI LAWYERS PC

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In the interim, please be advised that the Bank continues to reserve its rights and remedies.

Thank you,



Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.941.8817
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Duncan, Tim
Sent: Wednesday, April 17, 2024 5:04 PM
To: Reception Jap Ji Law <reception@japjilaw.com>
Cc: Jagdish Bedi <jbedi@japjilaw.com>; Viikna, Sandy <sandy.viikna@rbc.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Subject: RE: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

Good Evening,

Thank you for your email.

We note that you advise that you act for both the Borrower and the Guarantor. We note, however, that the Company in fact has a number of guarantors. Do you act for all of the guarantors, being Khaira Motor Freight Inc., Sukhjinder Gill and Harvinder Singh? Please confirm.

Please advise when the Bank can expect to receive the information and documentation requested in our email of yesterday, April 16, 2024 at 1:34 pm.

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From: Reception Jap Ji Law <reception@japjilaw.com>

Sent: Wednesday, April 17, 2024 1:20 PM

To: Duncan, Tim <tduncan@foglers.com>

Cc: Jagdish Bedi <jbedi@japjilaw.com>; Viikna, Sandy <sandy.viikna@rbc.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>

Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

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4. Please provide us with a municipal tax certificate with respect to the property known municipally as 2020 Safari Road, Flamborough (the "Property") or, in the alternative, your client's latest tax bill indicating account status.
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Tim Duncan
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Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Jagdish Bedi <jbedi@japjilaw.com>

Sent: Monday, April 15, 2024 5:15 PM

To: Reception Jap Ji Law <reception@japjilaw.com>

Cc: Duncan, Tim <tduncan@foglers.com>; Fogler, Rubinoff LLP <info@foglers.com>

Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

You don't often get email from jbedi@japjilaw.com. [Learn why this is important](#)

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Please provide a response to our previous email.

Should you have any concerns please feel free to contact;

Regards,

JAGDISH SINGH BEDI, *Barrister & Solicitor*

JAP JI LAWYERS PC

Tel: 416-679-8300 x223 / Fax: 416-679-8388

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Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

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Good Afternoon,

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Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

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Before printing, please consider the environment.

Duncan, Tim

From: Duncan, Tim
Sent: Tuesday, May 14, 2024 3:30 PM
To: Reception Jap Ji Law
Cc: Jagdish Bedi; D'Costa, Sharon (Sharon D'Costa); Moses, Rachel
Subject: RE: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R
Attachments: PSOA format.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Mr. Bedi,

We write to follow up with you on this matter. There is an unacceptable lack of progress.

We confirm you have advised that you are acting as counsel to H & H Holding Inc., Khaira Motor Freight Inc., Harvinder Singh and Sukhjinder Gill.

Our client, Royal Bank of Canada ("RBC" or the "Bank") sent written notice to your clients on January 4, 2024, advising that the Bank was terminating the banking relationship with H & H Holding Inc., Khaira Motor Freight Inc., Harvinder Singh and Harvinder Singh effective April 3, 2024. On March 22, 2024 and April 5, 2024, the Bank made demand for payment upon H & H Holding Inc., Khaira Motor Freight Inc., Harvinder Singh, Harvinder Singh and Sukhjinder Gill and delivered notices of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (together, the "Demands"). On April 9, 2024, you wrote to us to advise that you were now retained and that your client, H & H Holding Inc., was in the process of arranging new mortgage financing in connection with the property known municipally known as 2020 Safari Road, Flamborough and currently mortgaged to RBC (the "Property").

It is now May 14, 2024. Despite your clients' representations to the contrary,

1. Your clients have not produced any plan to repay the Bank.
2. Your clients have not produced any evidence of new financing commitment for the Property.
3. Your clients have failed to provide any substantive response to the Bank's requirement for the following information and documentation (the "Outstanding Information"):
 - a. Up to date information regarding your clients' efforts to arrange new financing;
 - b. Up to date statements from Canada Revenue Agency (CRA website reports) indicating H & H's HST and source deductions obligations.
 - c. Current municipal tax certificate for the Property or, in the alternative, your client's latest tax bill indicating account status.
 - d. Up to date Personal Statements of Affairs for Harvinder Singh, Harvinder Singh and Sukhjinder Gill.
 - e. Current narrative description of all business activities being conducted by H & H Holding Inc., including any business activities taking place at the Property and providing any rent rolls associated with the Property.

This situation cannot continue. Your clients are required to present evidence satisfactory to the Bank of a financing commitment to repay the Bank and all of the Outstanding Information by no later than **5 p.m. on Tuesday, May 21, 2024**, failing which the Bank will take steps without any further to enforce its rights and remedies as it is entitled to do, including the appointment of a receiver.

In the interim, please be advised that the Bank continues to reserve its rights and remedies.

Regards,



Tim Duncan
 Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8
 Direct: 416.941.8817
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 Fax: 416.941.8852
 Email: tduncan@foglers.com
foglers.com

From: Reception Jap Ji Law <reception@japjilaw.com>

Sent: Friday, April 26, 2024 3:16 PM

To: Duncan, Tim <tduncan@foglers.com>

Cc: Jagdish Bedi <jbbedi@japjilaw.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>

Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

Good Afternoon,

Apologies for the delayed response we confirm we act for Khaira Motor Freight Inc., Sukhjinder Gill and Harvinder Singh only.

We are still waiting for the requested information from our client. We will provide you as soon as possible. Thank you.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300 / Fax: 416-679-8388

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Thank you,



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Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Duncan, Tim

Sent: Wednesday, April 17, 2024 5:04 PM

To: Reception Jap Ji Law <reception@japjilaw.com>

Cc: Jagdish Bedi <jbedi@japjilaw.com>; Viikna, Sandy <sandy.viikna@rbc.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>

Subject: RE: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

Good Evening,

Thank you for your email.

We note that you advise that you act for both the Borrower and the Guarantor. We note, however, that the Company in fact has a number of guarantors. Do you act for all of the guarantors, being Khaira Motor Freight Inc., Sukhjinder Gill and Harvinder Singh? Please confirm.

Please advise when the Bank can expect to receive the information and documentation requested in our email of yesterday, April 16, 2024 at 1:34 pm.

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Thank you,



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Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

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Sent: Wednesday, April 17, 2024 1:20 PM

To: Duncan, Tim <tduncan@foglers.com>

Cc: Jagdish Bedi <jbedi@japjilaw.com>; Viikna, Sandy <sandy.viikna@rbc.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>

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Good Afternoon,

Thank you for your email. We confirm we are acting for both Borrower and guarantor. We have advised our client and will provide the required documents on receipt.

Please also see attached the proof of payment towards past due mortgage payments as desired in the letter to our client from RBC dated April 02, 2024.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR
Legal Assistant
JAP JI LAWYERS PC

Tel: 416-679-8300 / Fax: 416-679-8388
21-7001 Steeles Ave West, Toronto, ON. M9W0A2
<http://www.jajilaw.com>

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On Tue, Apr 16, 2024 at 1:34 PM Duncan, Tim <tduncan@foglers.com> wrote:

Good Afternoon,

We are in receipt of your letter dated April 9, 2024 advising that you are retained by the Borrower with respect to this matter, as well as your email dated April 15, 2024.

As you know, we are the solicitors for the Royal Bank of Canada (the "Bank") with respect to the indebtedness of H & H Holding Inc. (the "Borrower"). The Bank advised the Borrower on or about January 4, 2024 that it would be demarketing the Borrower effective April 3, 2024. On April 5, 2024, the Bank delivered to the Borrower a demand letter enclosing a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act*. On April 15, 2024, we delivered to the Borrower a notice of intent by secured creditor pursuant to section 21 of the *Farm Debt Mediation Act*. While you may have already received a copy of this from your client, we nonetheless enclose a copy herewith for your reference.

We have noted your advice that the Borrower is arranging new financing. At this time, the Bank requests the following:

1. Please provide an update on your client's efforts since your letter of April 9 to arrange new financing.
2. Please confirm whether you are acting solely for the Borrower or for any other related entity/party or guarantor of the obligations of the Borrower.
3. Please ask your client to provide the Bank with up-to-date statements from Canada Revenue Agency (CRA website reports) indicating HST and Source Deduction accounts are up-to-date.
4. Please provide us with a municipal tax certificate with respect to the property known municipally as 2020 Safari Road, Flamborough (the "Property") or, in the alternative, your client's latest tax bill indicating account status.
5. Please ask your client to provide up-to-date Personal Statements of Affairs for the Borrower's principals (Harvinder Singh and Sukhjinder Gill). Form attached.
6. Please provide a current description of all business activities of the Borrower, including any taking place at the Property and including any rent rolls for the Property.

In the interim, please be advised that the Bank reserves all of its rights and remedies against the Borrower or any of its guarantors and there has been no waiver by the Bank of any default.

Regards,



Tim Duncan
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.941.8817
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: tduncan@foglers.com
foglers.com

From: Jagdish Bedi <jbedi@japjilaw.com>
Sent: Monday, April 15, 2024 5:15 PM
To: Reception Jap Ji Law <reception@japjilaw.com>
Cc: Duncan, Tim <tduncan@foglers.com>; Fogler, Rubinoff LLP <info@foglers.com>
Subject: Re: Royal Bank of Canada first mortgage loan to H & H Holding Inc.; 2020 Safari Road, Hamilton; Our File No.: 20-4272R

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Good Afternoon,

Please provide a response to our previous email.

Should you have any concerns please feel free to contact;

Regards,

JAGDISH SINGH BEDI, *Barrister & Solicitor*
JAP JI LAWYERS PC
Tel: 416-679-8300 x223 / Fax: 416-679-8388
21-7001 Steeles Ave West, Toronto, ON. M9W0A2
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On Tue, Apr 9, 2024 at 3:14 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Apologies, there's no attachment in the previous email, see attached.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

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On Tue, Apr 9, 2024 at 3:09 PM Reception Jap Ji Law <reception@japjilaw.com> wrote:

Good Afternoon,

We are Solicitors for H & H Holding Inc. "the Borrower" in the above said transaction and we acknowledge the receipt of your attached letter dated April 05, 2024, through our client regarding the Credit Agreement between above said parties dated December 29, 2020.

Please be advised that our client is currently arranging a new mortgage from another financial institution to pay the

facilities provided by Royal Bank of Canada.

Therefore, our client is requesting at least one month of time till May 10, 2024, to finalize the new mortgage. Kindly confirm with your client (Royal Bank of Canada) and allow one month's time to our client.

Please confirm with your client and advise.

Should you have any concerns please feel free to contact;

Regards,

ARSHDEEP KAUR,

Legal Assistant

JAP JI LAWYERS PC

Tel: 416-679-8300

21-7001 Steeles Ave West, Toronto, ON. M9W0A2

<http://www.japjilaw.com>

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