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File No. CI 26-01-55408

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act,* RSC 1985 c B-3, as amended and Section 55 of *The Court of King's Bench Act*, CCSM c C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD.

Respondent.

AFFIDAVIT OF MUDASAR AHMAD
(IN SUPPORT OF THE APPLICATION APPOINTING RECEIVER)

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KALEV A. ANNIKO / NICHOLAS L. MARK
File No. 410866-24

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File No. CI 26-01-

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act,* RSC 1985 c B-3, as amended and Section 55 of *The Court of King's Bench Act*, CCSM c C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD.

Respondent.

AFFIDAVIT OF MUDASAR AHMAD

I, MUDASAR AHMAD, of the City of Calgary, in the Province of Alberta, Account Manager, Financial Restructuring Group,

AFFIRM AND SAY THAT:

1. I am an Account Manager, Financial Restructuring Group, of Toronto-Dominion Bank ("**TD**"), and as such have personal knowledge of the matters herein deposed to by me, save and except where they are stated to be based upon information and belief and where so stated, I verily believe them to be true.

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The Debtor

2. The debtor, Custom Transport Ltd. ("**Custom Transport**") is a corporation incorporated pursuant to the laws of Manitoba, with a registered corporate office at 97 Massalia Drive, Winnipeg Manitoba, R2P 1C7. Attached hereto as **Exhibit "A"** is a corporate search of Custom Transport.

3. Custom Transport carries on business in the transportation industry.

The Indebtedness

4. Custom Transport is directly indebted to TD pursuant to certain demand facilities, the terms of which are presently set out in a Demand Operating Facility Agreement dated November 6, 2024 (the "**Loan Agreement**"). A copy of the Loan Agreement is attached hereto as **Exhibit "B"**.

5. As at January 6, 2026, the particulars of Custom Transport's direct indebtedness to TD are as follows:

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TD Loan No.	Principal Amount	Interest Rate	Aggregate amount owing as at January 6, 2026
Demand Facility 6330/5382604	$500,000.00	TD Prime + 1.75%	$433,873.64
VISA Credit Card **** 0655	$25,000	14.99% Interest Purchase 22.99% Cash Advance	$23,279.33
Forbearance Fee	$25,000.00		$12,500.00
Legal Fees	$21,823.71		$21,823.71
			$493,976.68

(the "**Indebtedness**")

The Security

6. As security for its Indebtedness, Custom Transport provided personal property security to TD, and in particular a general security agreement dated December 11, 2024, over all of its present and after-acquired personal property (the "**GSA**"). A copy of the GSA is attached hereto as **Exhibit "C"**.

7. It is a term of the GSA provided by Custom Transport that upon default by Custom Transport of its obligations to TD, TD is entitled to appoint a receiver over all of Custom Transport's personal property.

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8. Attached hereto as **Exhibit "D"** is the Manitoba PPR search results for Custom Transport dated January 5, 2026. The following table provides a general summary of the results by registration date:

Registration No.	Date	Secured Party	Security
202204000109	2022-03-16	BVD Equipment Finance Inc.	Serial numbered goods: • 1GRAA06232B048910 2002 Great Dane Log Van • 1GRAA06282W026208 2002 Great Dane Reefer • 1GRAA06202W026209 2002 Great Dane Reefer/Storage • 1GRAA06273B077005 2003 Great Dane Reefer • 1GRAA06295B701020 2005 Great Dane Log Van • 1GRAA06295B701017 2005 Great Dane Log Van • 1UYVS25355U489611 2005 Utility Reefer • 1GRAA06226B702379 2006 Great Dane Log Van • 1GRAA06286B701527 2006 Great Dane Log Van • 1GRAA062X6B701528 2006 Great Dane Log Van • 1GRAA06286B701530 2006 Great Dane Log Van • 1GRAA06186B706288 2006 Great Dane Trailer • 1GRAA06146B706286 2006 Great Dane Trailer • 1GRAA06206B707516 2006 Great Dane Log Van • 1GRAA06226B707520 2006 Great Dane Log Van • 1GRAA06266B707519 2006 Great Dane Log Van

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			• 1GRAA06277T536596 2007 Great Dane Log Van • 1GRAA06297T536597 2007 Great Dane Log Van • 1GRAA06207T536598 2007 Great Dane Log Van • 1GRAA06257T536600 2007 Great Dane Log Van • 1GRAA06207T536603 2007 Great Dane Log Van • 1GRAA06247T536605 2007 Great Dane Log Van • 1GRAA06217T536612 2007 Great Dane Log Van • 1DW1A53247B974679 2007 Stoughton Dry Van • 1GRAA062X8W703324 2008 Great Dane Reefer • 1GRAA0629AW702705 2010 Great Dane Reefer • 1GRAA0620AW702706 2010 Great Dane Reefer • 1GRAA062X8W702707 2008 Great Dane Reefer • 1GRAA0626BW703165 2011 Great Dane Reefer • 1GRAA0620BW703162 2011 Great Dane Reefer • 1GRAA0622BW703163 2011 Great Dane Reefer • 1GRAA0624BW703164 2011 Great Dane Reefer • 1JJV532D9DL783954 2013 Wabash Log Van • 1JJV532D0DL783955 2013 Wabash Log Van • 1JJV532D2DL783956 2013 Wabash Log Van • 1JJV532D6DK783958 2013 Wabash Log Van • 1GRAA0623ET590488 2014 Great Dane Log Van • 1GRAA0621ET590490 2014 Great Dane Log Van

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			• 1GRAA0624EK236405 2014 Great Dane Log Van • 1GRAA062XEK236411 2014 Great Dane Log Van • 1GRAA0623FK243895 2014 Great Dane Log Van • 1GRAA0627FK243897 2015 Great Dane Log Van • 1UYVS2535GP540901 2016 Great Dane Log Van • 1UYVS2537GP540902 2016 Great Dane Log Van • 1UYVS2539GP540903 2016 Great Dane Log Van • 1UYVS2530GP540904 2016 Great Dane Log Van • 1GRAA0625HB700578 2017 Great Dane Log Van • 1GRAA0627HB700579 2017 Great Dane Log Van • 1GRAA0623HB700580 2017 Great Dane Log Van • 1GR1A0624MW234371 2021 Great Dane Reefer • 1GR1A0626MW234372 2021 Great Dane Reefer • 1GR1A0628MW234373 2021 Great Dane Reefer • 1GRAA06272W026210 2002 Great Dane Reefer
202207757804	2022-05-12	BVD Equipment Finance Inc.	Serial numbered goods: • 4V4NC9EH3NN304163 2022 Volvo VNL64T 760 • 4V4NC9EH1NN304162 2022 Volvo VNL64T 760 • 4V4NC9EH0NN304153 2022 Volvo VNL64T 760 • 4V4NC9EH1NN304159 2022 Volvo VNL64T 760 • 4V4NC9EHXNN304161 2022 Volvo VNL64T 760

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			• 4V4NC9EH5NN304147 2022 Volvo VNL64T 760
202215669302	2022-09-16	BVD Equipment Finance Inc.	Serial numbered goods: • 2SHSR5327PS002194 2023 Vanguard Cool Globe • 2SHSR5329PS002195 2023 Vanguard Cool Globe • 2SHSR5321PS002191 2023 Vanguard Cool Globe • 2SHSR5323PS002192 2023 Vanguard Cool Globe • 2SHSR5325PS002193 2023 Vanguard Cool Globe
202412320303	2024-07-17	CWB National Leasing Inc.	Purchase Money Security Interest. Serial numbered goods: • 1GR1A0631MW220808 2021 Great Dane Carrier Trailer • 2SHSR5330NS000440 2022 Vanguard Carrier Trailer
202413658600	2024-08-07	CWB National Leasing Inc.	Purchase Money Security Interest. Serial numbered goods: • 3H3V533C2MT714013 2021 Hyundai Carrier Trailer • 3H3V533C6MT714015 2021 Hyundai Carrier Trailer • 3H3V533K4NJ832004 2022 Hyundai Carrier Trailer • 3H3V533K6NJ832005 2022 Hyundai Carrier Trailer
202421238407	2024-12-05	General Motors Financial of Canada, Ltd.	Serial numbered goods: • 1GYS4GKT1RR110586 2024 Cadillac Escalade

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202421608905	2024-12-11	The Toronto-Dominion Bank	All Indebtedness and liabilities owing by 10209490 Manitoba Ltd. to the Borrower
202421608506	2024-12-11	The Toronto-Dominion Bank	All present and after-acquired personal property. Serial number goods: • 2SHSR5336NS000443 2022 Vanguard Reefer Cool Globe Trailer • 2SHSR5334NS000442 2022 Vanguard Reefer Cool Globe Trailer • 2SHSR5332NS000441 2022 Vanguard Reefer Cool Globe Trailer • 1GYS4GKT1RR110586 2024 Cadillac Escalade Sport Platinum 4D Utility • 2SHSR5327PS002194 2023 Vanguard Multtemp Reefer Van • 2SHSR5329PS002195 2023 Vanguard Cool Globe • 2SHSR5321PS002191 2023 Vanguard Cool Globe • 2SHSR5323PS002192 2023 Vanguard Cool Globe • 2SHSR5325PS002193 2023 Vanguard Cool Globe • 4V4NC9EH3NN304163 2022 Volvo VNL64T 760 • 4V4NC9EH1NN304162 2022 Volvo VNL64T 760 • 4V4NC9EH0NN304153 2022 Volvo VNL64T 760 • 4V4NC9EH1NN304159 2022 Volvo VNL64T 760 • 4V4NC9EHXNN304161 2022 Volvo VNL64T 760 • 4V4NC9EH5NN304147 2022 Volvo VNL64T 760 • 1GRAA06232B048910 2002 Great Dane Log Van

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			• 1GRAA06282W026208 2002 Great Dane Reefer • 1GRAA06202W026209 2002 Great Dane Reefer/Storage • 1GRAA06273B077005 2003 Great Dane Reefer • 1GRAA06295B701020 2005 Great Dane Log Van • 1GRAA06295B701017 2005 Great Dane Log Van • 1UYVS25355U489611 2005 Utility Reefer • 1GRAA06226B702379 2006 Great Dane Log Van • 1GRAA06286B701527 2006 Great Dane Log Van • 1GRAA062X6B701528 2006 Great Dane Log Van • 1GRAA06286B701530 2006 Great Dane Log Van • 1GRAA06186B706288 2006 Great Dane Trailer • 1GRAA06146B706286 2006 Great Dane Trailer • 1GRAA06206B707516 2006 Great Dane Log Van • 1GRAA06226B707520 2006 Great Dane Log Van • 1GRAA06266B707519 2006 Great Dane Log Van • 1GRAA06277T536596 2007 Great Dane Log Van • 1GRAA06297T536597 2007 Great Dane Log Van • 1GRAA06207T536598 2007 Great Dane Log Van • 1GRAA06257T536600 2007 Great Dane Log Van • 1GRAA06207T536603 2007 Great Dane Log Van • 1GRAA06247T536605 2007 Great Dane Log Van • 1GRAA06217T536612 2007 Great Dane Log Van

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			• 1DW1A53247B974679 2007 Stoughton Dry Van • 1GRAA062X8W703324 2008 Great Dane Reefer • 1GRAA0629AW702705 2010 Great Dane Reefer • 1GRAA0620AW702606 2010 Great Dane Reefer • 1GRAA062X8W702707 2008 Great Dane Reefer • 1GRAA0626BW703165 2011 Great Dane Reefer • 1GRAA0620BW703162 2011 Great Dane Reefer • 1GRAA0622BW703163 2011 Great Dane Reefer • 1GRAA0624BW703164 2011 Great Dane Reefer • 1JJV532D9DL783954 2013 Wabash Log Van • 1JJV532D0DL783955 2013 Wabash Log Van • 1JJV532D2DL783956 2013 Wabash Log Van • 1JJV532D6DK783958 2013 Wabash Log Van • 1GRAA0623ET590488 2014 Great Dane Log Van • 1GRAA0621ET590490 2014 Great Dane Log Van • 1GRAA0624EK236405 2014 Great Dane Log Van • 1GRAA062XEK236411 2014 Great Dane Log Van • 1GRAA0623FK243895 2014 Great Dane Log Van • 1GRAA0627FK243897 2015 Great Dane Log Van • 1UYVS2535GP540901 2016 Great Dane Log Van • 1UYVS2537GP540902 2016 Great Dane Log Van • 1UYVS2539GP540903 2016 Great Dane Log Van

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			• 1UYVS2530GP540904 2016 Great Dane Log Van • 1GRAA0625HB700578 2017 Great Dane Log Van • 1GRAA0627HB700579 2017 Great Dane Log Van • 1GRAA0623HB700580 2017 Great Dane Log Van • 1GR1A0624MW234371 2021 Great Dane Reefer • 1GR1A0626MW234372 2021 Great Dane Reefer • 1GR1A0628MW234373 2021 Great Dane Reefer • 1GRAA06272W026210 2002 Great Dane Reefer • 1UYVS3533H2108909 2017 Utility Semi-Trailer • 1UYVS3537H2108914 2017 Utility Semi-Trailer • 1UYVS3538H2108906 2017 Utility Semi-Trailer • 1UYVS353XH2108907 2017 Utility Semi-Trailer • 1UYVS3536H2108905 2017 Utility Semi-Trailer • 1UYVS3533H2108912 2017 Utility Semi-Trailer • 1UYVS3531H2108908 2017 Utility Semi-Trailer • 1UYVS353XH2108910 2017 Utility Semi-Trailer • 1UYVS3535H2108913 2017 Utility Semi-Trailer • 1UYVS3532H2108903 2017 Utility Semi-Trailer • 3H3V533C2MT714013 2021 Hyundai Carrier Trailer • 3H3V533C6MT714015 2021 Hyundai Carrier Trailer • 3H3V533K4NJ832004 2022 Hyundai Carrier Trailer • 3H3V533K6NJ832005 2022 Hyundai Carrier Trailer

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			• 1GR1A0631MW220808 2021 Great Dane Carrier Trailer • 2SHSR5330NS000440 2022 Vanguard Carrier Trailer • 49486 2013 Toyota Forklift 8FGCU25 • DW44JZ604816 John Deere Loader 444J • 1GTEC14C77Z653079 2007 GMC Sierra Pickup • 1XKDDU9X68J223134 2008 Kenworth T800 • 1XKDD48XX6J155743 2006 Kenworth T800 • 3HSDJAPR9EN784522 2014 International Prostar • 4V4NC9EFX9N267830 2009 Volvo VNL 430 • 4V4NC9EF98N494568 2008 Volvo VNL430 • 1XKYDP9X2GJ980131 2016 Kenworth T680 • 1XKYDP9X4GJ980132 2016 Kenworth T680 • 1XKYDP9X3GJ980133 2016 Kenworth T680 • 1XKYDP9X4GJ984097 2016 Kenworth T680 • 1XKYDP9X6GJ984098 2016 Kenworth T680 • 1XKYDP9X8GJ984099 2016 Kenworth T680 • 1GRAA06285B701011 2005 Great Dane Log Van • 1UYVZ2534H3997207 2017 Great Dane Log Van
202511251305	2025-06-25	CWB National Leasing Inc.	Serial numbered goods: • 1UYVS3533H2108909 2017 Utility Semi-Trailer

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			• 1UYVS3537H2108914 2017 Utility Semi-Trailer • 1UYVS3538H2108906 2017 Utility Semi-Trailer • 1UYVS353XH2108907 2017 Utility Semi-Trailer • 1UYVS3536H2108905 2017 Utility Semi-Trailer • 1UYVS3533H2108912 2017 Utility Semi-Trailer • 1UYVS3531H2108908 2017 Utility Semi-Trailer • 1UYVS353XH2108910 2017 Utility Semi-Trailer • 1UYVS3535H2108913 2017 Utility Semi-Trailer • 1UYVS3532H2108903 2017 Utility Semi-Trailer
202514137805	2025-08-07	Bodkin, a Division of Bennington Financial Corp.	All present and future equipment encompassed by lease agreement 50034150. Serial numbered goods: • 2SHSR5330NS000762 2022 Vanguard 53’ Tri-Axle • 2SHSR5339NS000758 2022 Vanguard 53’ Tri-Axle • 2SHSR5330NS000759 2022 Vanguard 53’ Tri-Axle • 2SHSR5335NS000756 2022 Vanguard 53’ Tri-Axle •
202514139808	2025-08-07	Bodkin, a Division of Bennington Financial Corp.	All present and future equipment encompassed by lease agreement 50034150. Serial numbered goods: • 2SHSR5330NS000762 2022 Vanguard 53’ Tri-Axle

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			• 3AKNHHDR5SSWE6232 2025 Freightliner 126
202517586007	2025-10-01	Bodkin, a Division of Bennington Financial Corp.	All present and future equipment encompassed by lease agreement 50034150. Serial numbered goods: • 3AKNHHDR5SSWE6232 2025 Freightliner 126
202517701507	2025-10-03	GM Financial Canada Leasing Ltd.	Purchase Money Security Interest. Serial numbered goods: • 1GYTEFKL7SU105584 2025 Cadillac Escalade IQ AWD
202518072902	2025-10-09	AmeriCredit	Serial numbered goods: • 1GYS4GKT1RR110586 2024 Cadillac Escalade Sport Platinum 4D Utility
202519994005	2025-11-10	Maxim Transportation Services Inc.	ALL REPARS TO THESE UNITS WERE APPROVED FOR THE TOTAL COST OF $35,644.07. THESE UNITS WERE COMPLETED AND RELEASED TO THE CUSTOMER ON 10/20/23/2025 Serial Numbered Goods: • 1DW1A53247B974679 2007 Stoughton Van • 1GR1A0624MW234371 2021 Great Dane Tandem Reefer Van • 1GRAA0620AW702706 2010 Great Dane Reefer Van • 1GRAA0620BW703162 2011 Great Dane GPCSAR • 1GRAA06217T536612 2007 Great Dane Dry Van

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			• 1GRAA06226B702379 2006 Great Dane 2AS Dry Van • 1GRAA06226B707520 2006 Great Dane Reefer Van • 1GRAA0622AW702707 2010 Great Dane Reefer Van • 1GRAA0624BW703164 2011 Great Dane SUP-1114-11053 • 1GRAA06257T536600 2007 Great Dane Dry Van • 1GRAA06266B707519 2006 Great Dane Dry Van • 1GRAA06286B701530 2006 Great Dane Dry Van • 1GRAA06297T536597 2007 Great Dane Dry Van • 1GRAA0629AW702705 2010 Great Dane Reefer Van • 1JJV532D9DL783954 2013 Wabash Dry Van • 1UYVS2531BM072711 2011 Utility Trailer Manufacturer Utility • 1UYVS253X8U485218 2008 Utility Reefer Van • 1XKDDU9X68J223134 2008 Kenworth T800 • 1XKYDP9X2GJ980131 2016 Kenworth T660 • 1XKYDP9X4GJ980132 2016 Kenworth T660 • 1XKYDP9X8GJ984099 2016 Kenworth T680 • 2SHSR5320PS002196 2021 CIMC Reefer Van • 2SHSR5321PS002191 2023 Vanguard Multtemp Reefer Van • 2SHSR5324PS002198 2023 Vanguard VXL2701 • 2SHSR5327PS002194 2023 Vanguard Multtemp Reefer Van

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			• 4V4NC9EH0NN304153 2022 Volvo VNL 760 • 4V4NC9EH1NN304159 2022 Volvo VNL 760 • 4V4NC9EH1NN304162 2022 Volvo VNL 760 • 4V4NC9EH3NN304163 2022 Volvo VNL 760 • 4V4NC9EH5NN304147 2022 Volvo VNL • 4V4NC9EHXNN304161 2022 Volvo VNL 760

The Default

9. I first became involved in this account when it was referred to TD's Financial Restructuring Group in or around late July 2025. I promptly reached out to the principal of Custom Transport, Kulwinder Chahal ("Kulwinder"), to introduce myself, discuss the Bank's concerns, and identify the information that would be required to move the matter forwards.

10. The Bank had two primary concerns at the time of my initial involvement:

a. That Custom Transport was making unexplained excessive transfers of the funds available under the TD facility to Kulwinder's cousin, Ravi Chahal ("Ravi"), and Ravi's company, Creekside Transport; and

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b. that Custom Transport was suspected to be maintaining operating bank accounts with more than one financial institution.

11. With respect to the transfers, TD had been advised by Custom Transport that Creekside Transport had some sort of restriction placed upon their business by a government regulator, and that as a result, Ravi had started working at Custom Transport as Chief Financial Officer. I was unable to confirm the details of the restriction placed on Creekside Transport. Likewise, within less than 20 days of the operating line being made available, Custom Transport made ten transfers out of the operating line to Creekside and Ravi, totalling $293,000.00. Kulwinder advised that Custom Transport had purchased some trucks from Creekside Transport, but I was unable to secure the details of same. In addition to paying out the prior facility that the operating line replaced, the operating line was essentially at its limit by the end of the first month. In all events, as the purpose of the facility was to finance day-to-day operations, this use of the operating line was of concern of TD.

12. Likewise, in May and June 2025, by way of 21 transactions, a total of approximately $300,000.00 was transferred out of the operating line directly to Ravi, plus a further $12,000.00 to another company he owned.

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13. While funds would come into the operating line, they would tend to go out to Ravi and his companies at the same rate, so that the operating line remained near its limit at all times. This state of affairs caused concern to TD that Custom Transport might be directing excess receivables into its account at another bank.

14. I raised these concerns in an initial meeting with Kulwinder in early August 2025, and I followed up with an email regarding same on August 8, 2025, a copy of which is attached hereto as **Exhibit "E"**.

15. In my email I also requested various financial and operational reporting, including income statements, balance sheets, aged A/R reporting, equipment list, and other forecasts.

16. These concerns were never addressed. The only thing that Custom Transport provided, in June 2025, was an equipment list showing vehicles and the amounts owing on them as of March 2025, a copy of which is attached at **Exhibit "F"**. The equipment list shows that much of Custom Transport's equipment is encumbered by other financers, but that there are also many vehicles that are free of specific encumbrances, or that stood to be paid off in full in or around June 2025.

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17. Given Custom Transport's failure to cooperate or be transparent about the transactions whereby funds were being paid to Kulwinder's cousin, TD ultimately determined it was not prepared to continue extending the demand facilities.

18. Accordingly, by letter dated September 8, 2025, TD, through counsel, issued a demand letter to Custom Transport and provided notice of its intention to enforce its security under the *Bankruptcy and Insolvency Act*. Copies of same are attached hereto as **Exhibit "G"**. The notice periods contained in the demands have all expired, with Custom Transport not availing themselves of any of the protections under the *Bankruptcy and Insolvency Act* and the Indebtedness remains outstanding.

19. Following the issuance of demand, TD attempted to negotiate and work with Custom Transport to determine whether there was a viable opportunity to enter into a repayment plan with Custom Transport or terms of forbearance. Ultimately, the parties were able to come to an agreement (the "Forbearance Agreement"), a copy of which is attached hereto as **Exhibit "H"**.

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20. Pursuant to the Forbearance Agreement, among other things, Custom Transport:

a. acknowledged its indebtedness to TD, its default, and the validity of TD's demand;

b. agreed to make payments of $100,000.00 on the last day of each month commencing October 31, 2025, through to April 30, 2026, each in reduction of the operating line limit, at which point the entire balance owing to TD would be paid out, inclusive of interest, costs, and fees;

c. agreed to provide, by November 10, 2025, confirmation of filing and payment of all GST, source deduction and other statutory remittances, an updated detailed equipment listing including information on the amounts owing to financers on each vehicle, and an aged accounts receivable listing;

d. Agreed to provide, by December 15, 2025, in-house year to date and year-over-year financial statements; and

e. Agreed to execute a consent to judgment and a consent to the appointment of a receiver;

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21. A copy of the executed consent to appoint a receiver is attached hereto as **Exhibit "I"**.

22. Following execution of the Forbearance Agreement, Kulwinder promptly advised he would be headed out of the country, and requested that TD add an additional signing authority to the facilities, being Ranjit Kaur Chahal ("Ranjit"). I am not aware of what relationship, if any, Ranjit has to Kulwinder. In all events, TD cooperated in so doing.

23. Custom Transport made the initial payment of $100,000.00, which was applied to the operating line and reduced its limit accordingly, plus a portion of an agreed upon forbearance fee. However, Custom Transport failed to make the November 30, 2025, payment. It also provided incomplete disclosure of the information requested and suggested Custom Transport was in default of filing GST returns.

24. Still hoping to work with Custom Transport and get performance of the Forbearance Agreement on track, TD's counsel sent a letter to Custom Transport's counsel dated December 5, 2025, listing various defaults in effect at that time, reserving TD's right to rely on said defaults, and seeking to have the defaults remedied in short order. A copy of the letter is attached hereto as **Exhibit "J"**.

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25. Following the letter from TD's counsel, I communicated with Ranjit who advised me that a large receivable would be coming in on or around December 23, 2025, which would be applied to pay the November 30 payment, and then the December 31 payment would be made on time thereafter.

26. No payment or communication was forthcoming from Custom Transport or their counsel on or after December 23, 2025, with respect to the December 23, 2025, payment. Accordingly, TD's counsel sent a further email to Custom Transport's counsel, a copy of which is attached hereto as **Exhibit "K"**, advising that the defaults had to be resolved to TD's satisfaction immediately, failing which TD would terminate the Forbearance Agreement. I am advised by TD's counsel Kalev Anniko that no response was received to that email.

27. Accordingly, by letter dated January 5, 2026, TD, through its counsel, terminated the Forbearance Agreement, effective January 12, 2026. A copy of that letter is attached hereto as **Exhibit "L"**.

28. Following the termination letter, Kulwinder emailed me on January 6, 2026, and advised me he was in India dealing with family issues and making new promises of payment. However, at this point, TD has lost faith in the

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willingness and ability of Custom Transport's management to address its obligations to TD.

29. In the circumstances, TD is of the view the appointment of a receiver is necessary to facilitate the realization of Custom Transport's assets, and that TD is entitled to do so.

30. BDO Canada Limited has consented to acting as receiver in this matter, if this Court permits the appointment, and TD supports their appointment.

31. I make this affidavit *bona fide*.

AFFIRMED BEFORE me at the City of Calgary, in the Province of Alberta, this 13 day of January, 2026.

MUDASAR AHMAD

A Commissioner for ~~Oaths~~ in and for the Province of Alberta

My ~~Commission Expires:~~

Ryan E. Algar
Barrister and Solicitor,

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A

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THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

Ryan E. Algar
Barrister and Solicitor

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COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : 373745
Entity Name : CUSTOM TRANSPORT LTD.

As of : 21-Oct-2025

Entity Name :	CUSTOM TRANSPORT LTD.
Registry No :	373745
Business No :	101233229MC0001
Current Status :	Active
Entity Type :	BUSINESS CORPORATION
Entity Sub Type :	MB SHARE CORPORATION
Incorp/Amalg Date :	07-Jan-1976
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	28-Feb-2026
Year of Last A/R - Renewal :	2025
Nature of Business :	TRANSPORTATION
NAICS Code :	484

Registered Office Address :

Effective date, if changing address :	27-Mar-2023
Address :	97 MASSALIA DRVE
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R2P 1C7

Mailing Address :

Name :	CUSTOM TRANSPORT LTD.
Address :	65 LOWSON CRESCENT
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3P 0T3
Attention :	Kulwinder Chahal

Director Information :

Date Became :	28-Feb-2022
Name :	CHAHAL, KULWINDER
Address :	97 MASSALIA DRIVE
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R2P 1C7

Officer Information :

Name :	CHAHAL, KULWINDER
Address :	97 MASSALIA DRIVE
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R2P 1C7
Position Held as Officer :	PRESIDENT AND SECRETARY

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : 10119010 MANITOBA LTD

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Class Name : COMMON
Shares Held : 6.00

Class Name : PREF A
Shares Held : 100.00

Share Structure :

Class	Authorized Number
COMMON	UNLIMITED
PREF A	UNLIMITED

Shares are distributed to the public : No

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN	09-Feb-2018	2018
ANNUAL RETURN	14-Feb-2019	2019
ANNUAL RETURN	07-Feb-2020	2020
ANNUAL RETURN (Filed on the Web)	12-Feb-2021	2021
ANNUAL RETURN (Filed on the Web)	25-Feb-2022	2022
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	13-Apr-2022	
CHANGE OF SHAREHOLDERS (Filed on the Web)	13-Apr-2022	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	13-Apr-2022	
CHANGE OF MAILING ADDRESS (Filed on the Web)	13-Apr-2022	
COMPLIANCE STATUS - DEFAULT	20-Mar-2023	
ANNUAL RETURN (Filed on the Web)	27-Mar-2023	2023
CHANGE OF MAILING ADDRESS	11-May-2023	
ANNUAL RETURN (Filed on the Web)	21-Feb-2024	2024
ANNUAL RETURN (Filed on the Web)	11-Feb-2025	2025

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

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THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED BEFORE ME AT THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA, THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

MY COMMISSION EXPIRES: _____

Ryan E. Algar
Barrister and Solicitor

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TD Commercial Banking
WINNIPEG COMMERCIAL BANKING CENTRE
360 MAIN STREET, SUITE 2050
WINNIPEG, MB
R3C 3Z3
Tel: (204) 988-2491
Fax: (204) 957-0029

November 06, 2024

CUSTOM TRANSPORT LTD.
65 LOWSON CRES
WINNIPEG MB
R3P 0T3

Attention: KULWINDER SINGH CHAHAL

DEMAND OPERATING FACILITY AGREEMENT

This Agreement between: **The Toronto-Dominion Bank** (the "Bank"), through its 360 Main Street Branch in Winnipeg, Manitoba

and

CUSTOM TRANSPORT LTD. (Herein called the "Borrower")

Borrower's Address:

65 LOWSON CRES,
WINNIPEG, MB R3P 0T3
CANADA

Whereas:

(i) the Bank has agreed to establish a revolving demand credit facility (the "Facility");

(ii) the Facility is uncommitted and made available at the sole discretion of the Bank. The Facility may be cancelled at any time even if the Borrower complies with all of the terms and conditions;

(iii) the Facility will operate on the basis established in this Demand Operating Facility Agreement including without limitation the Standard Terms and Conditions attached as Schedule "A" (the "Agreement"), the terms of which may be changed by the Bank from time to time at the Bank's sole discretion.

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

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CREDIT LIMIT

1) CAD $600,000

PURPOSE

1) To finance day-to-day requirements

BORROWING OPTIONS

The Bank will make the Facility available by way of:

1) Prime Rate Based Loans in CAD ("Prime Based Loans")

AVAILABILITY OF THE FACILITY

The Borrower acknowledges that the Facility is uncommitted and is not automatically available upon satisfaction of the terms and conditions, including without limitation the Representations & Warranties, Positive Covenants, Negative Covenants, or Financial Covenants set out herein.

The Bank can demand repayment and/or cancel the availability of the Facility at any time in its sole discretion including, for purposes of certainty, with respect to any Term CORRA Loans or TERM SOFR Loans before the maturity of any applicable interest rate period.

INTEREST RATES AND FEES

For Borrowing Options available to the Borrower, interest rates and fees are as follows:

1) Prime Based Loans: Prime Rate +1.750% per annum

Additional information on Interest Rate Definitions, Interest Calculations and Payment is set out in the Schedule "A" attached hereto.

ARRANGEMENT FEE

1) The Borrower has paid or will pay prior to the Drawdown a non-refundable arrangement fee of CAD $2,500.

ADMINISTRATION FEE

1) CAD $100 Monthly

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LATE REPORTING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Late Reporting Fee of CAD $350.00 per occurrence, and monthly thereafter until reporting is provided to the Bank, each time financial reporting is not provided within the timelines established in the Positive Covenants and Reporting Covenants.

RENEWAL FEE

1) CAD $1,500 Annually

EXCESS MONITORING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, an Excess Monitoring Fee of $350.00, payable in the currency of the Facility, each time that the Credit Limit of the Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

DRAWDOWN

The Borrower can use the Facility on a revolving basis.

The Borrower will follow the provisions set out in this Agreement, and within any notice delivered by the Bank to the Borrower in respect of a specific drawdown under those availment options, with respect to notice periods, minimum amounts of draws, interest periods, interest payment dates for Term SOFR Loans, Term CORRA Loans, Daily Simple SOFR Loans and Daily Compounded CORRA Loans and applicable terms.

DISBURSEMENT CONDITIONS

The Borrower will not avail itself of the Facility nor will the Bank make the Facility available to the Borrower until the Borrower has fulfilled the Standard Disbursement Conditions contained in Schedule "A" and the following additional disbursement conditions:

Seq #	Description	Facility #
1	To be funded in trust via solicitor to ensure proceeds are used to payout the Factoring Arrangement and evidence of termination of same and release of security to be provided to the Bank post-closing.	ALL
2	Solicitor to confirm outstanding balance due to the Vendor and provide details on repayment terms and security. Based on review of the security provided to secure the Vendor loan, TD to determine whether a Subordination and Priority Agreement is to be entered into to ensure the Bank (TD) has first position GSA on the Borrower(s).	ALL
3	Confirm details on 10119010 MANITOBA INC. (jointly secures debt related to Custom Transport Ltd.), to be satisfactory to the Bank	ALL

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Facility via overdraft from Account Number 5382604 at Branch 6330 (the "Current Account") up to the Credit Limit.

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REPAYMENT

1) The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility, including without limitation, as applicable, the amount of all unmatured Term CORRA Loans, Daily Compounded CORRA Loans, Daily Simple SOFR Loans and Term SOFR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank:

a) General Security Agreement ('GSA') from CUSTOM TRANSPORT LTD. representing a First charge on all its present and after acquired personal property.

a) Unlimited Guarantee of Advances executed by CUSTOM TRANSPORT LTD. (the 'Guarantor') in support of:
   - 10209490 MANITOBA LTD.

c) General Security Agreement ('GSA') from 10209490 MANITOBA LTD. representing a First charge on all its present and after acquired personal property.

d) Unlimited Guarantee of Advances executed by 10209490 MANITOBA LTD. (the 'Guarantor') in support of:
   - CUSTOM TRANSPORT LTD.

e) Unlimited Guarantee of Advances executed by KULWINDER SINGH CHAHAL (the 'Guarantor') in support of:
   - CUSTOM TRANSPORT LTD.
   - 10209490 MANITOBA LTD.

All persons and entities required to provide a guarantee shall be referred to herein individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees, along with any further security and guarantees as may be required by the Bank in the future, shall be referred to collectively in this Agreement as "Bank Security".

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

Seq #	Description	Facility #
1)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%	ALL

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REPRESENTATIONS AND WARRANTIES

The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

All representations and warranties shall be deemed to be continually repeated so long as the Borrower has any dealings with the Bank.

POSITIVE COVENANTS

The Borrower will observe the Standard Positive Covenants set out in Schedule 'A' and in addition will:

1) All borrowers to have the same fiscal year end

REPORTING COVENANTS

Seq #	Description	Facility #
1)	Annual Compilation Engagement Financial Statement for Custom Transport Ltd. to be provided within 120 calendar days of fiscal year end	ALL
2)	Annual Compilation Engagement Financial Statement for 10209490 Manitoba Ltd. to be provided within 120 calendar days of fiscal year end	ALL
3)	Delivery of a Personal Financial Statement and Privacy Agreement from Kulwinder Singh Chahal and such supporting documentation as the Bank may reasonably request	ALL
4)	Provide Internal Reporting, including Income Statement, Balance Sheet, Account Receivable and Account Payables listings as the Bank may reasonably request	ALL

NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule 'A'.

FINANCIAL COVENANTS

NIL

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

1) TD Visa Business card (or cards) for an aggregate amount CAD $50,000

SCHEDULE "A" - TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which are applicable to the Borrower and which apply to this Facility. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

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We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by **December 31, 2024.**

Yours truly,

THE TORONTO-DOMINION BANK

Kevin Patel

Account Manager

Nathalie Davy

Manager Commercial Services

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TO THE TORONTO-DOMINION BANK:

CUSTOM TRANSPORT LTD.

The Borrower acknowledges and agrees to the terms and conditions of this Agreement, including those of Schedule "A" attached hereto. The following persons have the power to bind the Borrower. The Borrower confirms that, except as provided above, the credit facility(ies) provided herein will not be used by or on behalf of any third party.

Kulwinder Singh
Signature

Kulwinder Singh, President
Print Name & Position

Nov. 7, 2024
Date

cc. Guarantor(s)

The Bank is providing the Guarantor(s) with a copy of this Letter as a courtesy only. The delivery of a copy of this Letter does not create any obligation of the Bank to provide the Guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the Guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the Guarantor.

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SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"All-in Rate" means the highest of the interest rates that the Borrower pays for Floating Rate Loans.

"Available Tenor" means, with respect to the applicable then-current Benchmark, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement.

"Benchmark" means the Term SOFR Reference Rate, Daily Simple SOFR, Term CORRA Reference Rate, or Daily Compounded CORRA, as the case may be.

"Benchmark Administrator" means, with respect to a Benchmark, the administrator of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Replacement Date" means, with respect to a Benchmark, a date and time determined by the Bank, which date shall be no later than the earliest to occur of: (a) in the case of clause (x) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (y) of the definition of "Benchmark Transition Event," the first date on which the regulatory supervisor for the Benchmark Administrator announces that such Benchmark is non-representative, even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

"Benchmark Transition Event" means the occurrence of a public statement or publication of information (x) by (i) or on behalf of the Benchmark Administrator, (ii) the regulatory supervisor for the Benchmark Administrator, (iii) the Bank of Canada, (iv) an insolvency official with jurisdiction over the Benchmark Administrator, (v) a resolution authority with jurisdiction over the Benchmark Administrator, or (vi) a court or an entity with similar insolvency or resolution authority over the Benchmark Administrator, announcing that the Benchmark Administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (y) by the regulatory supervisor for the Benchmark Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

"Business Day" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Branch / Centre" means the Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*CORRA*" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"*CORRA Administrator*" the Bank of Canada (or any successor administrator).

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"*Daily Compounded CORRA*" means, for any day (a "CORRA Rate Day"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA. Notwithstanding the forgoing, if a loan with an interest rate based on Daily Compounded CORRA has been hedged in its entirety with an interest rate swap with the Bank, the lookback period in the methodology for the calculation of Daily Compounded CORRA shall be two (2) business days."

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "CORRA Determination Day") that is five (5) Business Days prior to (i) if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website, and (b) zero percent. If by 5:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator's Website and a Benchmark Replacement Date with respect to the Daily Compounded CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's Website; provided that any CORRA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded CORRA for no more than three (3) consecutive CORRA Rate Days.

"*Daily Simple SOFR*" means, for any day (a "SOFR Rate Day"), SOFR with interest accruing on a simple daily basis, with the methodology and conventions for this rate (which will include a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate), or any successor thereto, for determining daily simple SOFR for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published SOFR and a Benchmark Replacement Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, Daily Simple SOFR shall mean, for any SOFR Rate Day, a rate per annum equal to the greater of (a) SOFR for the day (such day, a "SOFR Determination Day") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) zero percent. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that

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any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"Face Amount" means in respect of a L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"Floating Rate Loans" means any loan drawn down or extended under this Agreement at an interest rate which is referenced to a variable rate of interest, such as Prime Rate.

"Inventory Value" means, at the time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"Letter" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"Letter of Credit" or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"Letter of Guarantee" or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"Prime Rate" means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

"Purchase Money Security Interest" means a security interest on asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"Receivable Value" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the amount of all the Borrower's unremitted source deductions and unpaid taxes.

"Receivables / Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by the Borrower's senior officer or authorized representative.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

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A Term SOFR rate expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

Interest rates will never be less than zero. If Prime Rate, Daily Compounded CORRA, Term CORRA, Daily Simple SOFR , Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a Floating Rate Loan with an interest rate based on Daily Compounded CORRA, Term CORRA, Daily Simple SOFR or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing negative interest rate floor shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction interest rates shall never be less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other benchmark prior to its discontinuance or unavailability. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Prime Rate, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR, any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain Term CORRA, Daily Compounded CORRA Daily Simple SOFR, Term SOFR or any other benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

3. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days for which the subject loan is outstanding. Interest is charged on February 29 in a leap year.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable on the interest payment date in arrears based on the number of days the subject loan is outstanding unless otherwise provided in a notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Term SOFR Loans and Term CORRA Loans is calculated and payable at the end of the interest rate period in arrears, for the number of days in the Term SOFR or Term CORRA interest period, as applicable. Interest is charged on February 29 in a leap year.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest is payable both before and after maturity or demand, default and judgment.

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"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Term CORRA" means, for the applicable corresponding interest period of a Term CORRA Loan, the Term CORRA Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term CORRA Administrator; provided, however, if as of 1:00 P.M. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable interest period has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to Term CORRA has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such interest period as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such interest period was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

"Term CORRA Administrator" means Candeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Bank in its reasonable discretion).

"Term CORRA Reference Rate" means, for the applicable corresponding interest period, the forward-looking term rate based on CORRA.

"Term SOFR" means, for the applicable corresponding interest period of a Term SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to Term SOFR has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

"Term SOFR Reference Rate" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

"USBR" means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

"USD" or *"USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

2. INTEREST RATE DEFINITIONS

A Term CORRA rate expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty-five (365).

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Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

4. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan over $1,000,000.

Daily Compounded CORRA Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of Daily Compounded CORRA Loans is CAD$1,000,000 and the minimum amount of a drawdown by way of Daily Simple SOFR Loans is USD$1,000,000. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Daily Compounded CORRA Loan and Daily Simple SOFR Loan.

Term SOFR Loans and Term CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of Term CORRA Loans is CAD$1,000,000 and the minimum amount of a drawdown by way of Term Simple SOFR Loans is USD$1,000,000. The Borrower shall advise the Bank of the requested interest rate period for a Term SOFR Loan or Term CORRA Loan. The Borrower will provide the Bank with 3 Business Days' notice of a requested Term SOFR Loan or a Term CORRA Loan.

For purposes of certainty, Term CORRA Loans and Term SOFR Loans, are not committed term facilities and are uncommitted, repayable on demand and cancellable at any time in the Bank's sole discretion. The reference to "Term" in Term CORRA Loans and Term SOFR Loans refers to the applicable benchmark interest rate.

L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

Term SOFR and Term CORRA - Roll Over / Conversion

The Borrower will advise the Bank at least 3 Business Days prior to the maturity of an interest rate period for a Term CORRA Loan or Term SOFR Loan whether the Term CORRA Loan or Term SOFR Loan will

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be (i) rolled over for an additional interest rate period of the same duration or (ii) converted to another borrowing option under this Agreement. If the Borrower fails to do so, the Term CORRA Loan or Term SOFR Loan will automatically be converted to a Prime Based Loan for Term CORRA Loans or USBR Loan for Term SOFR Loans at the end of the interest rate period.

SOFR and CORRA– Market Disruption, Benchmark Cessation

Without limiting or otherwise impacting the demand and uncommitted nature of the Facility, lif the Bank determines, in its sole discretion, that (i) a normal market in Canada for the making of Term CORRA Loans, Daily Compounded CORRA Loans, Daily Simple SOFR Loans or Term SOFR Loans does not exist, (ii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR or Term SOFR cannot be determined in accordance with the definition thereof on any given day, or (iii) a Benchmark Replacement Date has occurred with respect to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR or Term SOFR, the ability of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. At the Bank's sole discretion, any such drawdown (including any rollover or conversion) request during the suspension period for (i) Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) Term SOFR Loans or Daily Simple SOFR Loans shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire and/or if requested by the Bank, an audit inspection report from auditors or inspectors acceptable to the Bank;
5. for drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement; and
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has

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property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.

2. There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

3. No event of default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an event of default under any other agreement for borrowed money.

4. There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.

5. All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

6. The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.

7. All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.

8. If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.

9. All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
   i. the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
   ii. the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
   iii. the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

In addition to all of the other obligations in this Agreement the Borrower will:

(i) pay all amounts outstanding to the Bank when due or demanded,

(ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,

(iii) pay all taxes,

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(iv) maintain its property, plant and equipment in good repair and working condition,

(v) continue to carry on the business now being carried on,

(vi) maintain adequate insurance on all of its assets, undertakings, and business risks,

(vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and

(viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

(i) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.

(ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and

(iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY

The Borrower will provide, or cause to be provided, whatever information the Bank may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty made in paragraph 8 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

11. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

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12. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS

The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning the Facility shall be binding on the Bank unless made by it in writing as a specific amendment to the Agreement.

15. BANK MAY CHANGE AGREEMENT

The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION

The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or

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left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES

The Borrower shall pay any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, any outside counsel expenses, and any in-house legal expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 24, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Facility.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all advances made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the Borrower's indebtedness to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the indebtedness secured by the chattel mortgage.

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20. ENTIRE AGREEMENTS

This Agreement replaces any previous agreements dealing specifically with the Facility. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement are the entire agreements relating to the Facility described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs its accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other person, any notice being expressly waived by the Borrower, set-off and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the Borrower's credit or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

25. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

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26. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement;

ii) If more than one person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;

iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located.

v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

vii) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

27. CUSTOMER RESOLUTION PROCESS

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?*. You can find this brochure at any retail branch, Commercial Banking Centre, or on our website at td.com.

28. CONSENT TO TD HANDLING OF YOUR PERSONAL INFORMATION AND PRIVACY POLICY

In this Section 29 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

You consent to Our Privacy Policy. You agree that the Bank (which includes The Toronto- Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy.

You have choices. The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

Here is a summary of our Privacy Policy.

We collect, use, share and retain your information to:

- Identify you
- Process your application

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- Provide you ongoing service
- Communicate with you
- Personalize our relationship with you
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess our risks
- Meet legal and regulatory obligations

We collect information (for the purposes set out above) from you and others including:

- Payment card networks
- Lenders
- Insurers
- Fraud prevention agencies and registries
- Any other people you have allowed us to contact
- From your interactions with us, including on your mobile device or the internet, cameras at our property and records of your use of our products and services

We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your province/territory or outside Canada:

- TD affiliates
- Fraud prevention agencies and registries
- Lenders
- Companies that we work with to provide products or services
- Insurers
- Payment card networks

We retain your information:
We keep your information for as long as we reasonably need it for the purposes set out above.

We may communicate with you:
We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods.

You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

Application of Privacy Policy to Related Parties

If:

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of the Bank; or

c) at the time of obtaining a product or service from us, the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of the Bank;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Policy, advise them that they are subject to such policy and inform them that a copy of such policy is available at any TD Canada Trust branch or online at td.com.

The above sections b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

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29. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BORROWER (OTHER THAN AN INDIVIDUAL)

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

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THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

Ryan E. Algar
Barrister and Solicitor

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General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: Branch 6336, 45 SHOPS OF WINNIPEG SQ, WINNIPEG, MB, R3C 3Z8

Granted By: CUSTOM TRANSPORT LTD.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

1. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

(a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");

(b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;

(d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;

(e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;

(f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");

(g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");

(h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");

(i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");

(j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

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(k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

(a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".

(b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

(a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and

(b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

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(b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;

(c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;

(d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;

(e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and

(f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

5. Covenants

The Grantor covenants and agrees with the Bank that:

(a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;

(b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;

(c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;

(d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

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(e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;

(f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;

(g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;

(h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;

(j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;

(k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

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(l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

(a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.

(b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

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

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

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

(a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and

(b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

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10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

(a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;

(b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;

(c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;

(d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;

(e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;

(f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;

(g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;

(h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;

(i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;

(j) an execution or any other process of any court shall become enforceable against the Grantor;

(k) if the Grantor is a partnership, the death of a partner; or

(l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

12. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

(i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

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(ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;

(iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;

(iv) to carry on or concur in carrying on all or any part of the business of the Grantor;

(v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;

(vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;

(viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;

(ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;

(x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

(d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

(e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

(f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

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expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

(a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

(b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.

(c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.

(d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.

(e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

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(f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.

(g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.

(h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.

(i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.

(j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.

(k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

(l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.

(m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.

(o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.

(p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

(q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

(r) Execution. The Grantor agrees that this Agreement may be executed electronically and in counterparts.

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IN WITNESS WHEREOF the Grantor has executed this Agreement this 11th day of December, 2024.

CUSTOM TRANSPORT LTD.

Per: Kulwinder singh
(authorized signature) Kulwinder Singh Chahal, President and Secretary

Per: _____
(authorized signature)

Witness as to execution

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Signature: _____
Name:
[Address of Grantor]

Original Court Copy

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY	DESCRIPTION	SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

65 Lowson Crescent, Winnipeg, MB R3P 0T3

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. **By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.**
2. **Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.**
3. **Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.**
4. **The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number of under any other such number.**

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RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

(a) The President is ~~and the~~ ~~are~~ hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.

(b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of Custom Transport Ltd.

on the 11th day of December , 2024 and that the said Resolution is now in full force and effect.

Kulwinder Singh C/S

~~Secretary~~ President

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D

Original Court Copy

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~ _____

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Business Debtor

Search by Business Debtor

Date: 2026-01-05
Time: 10:36:47 AM
Transaction Number: 10281628651
User ID: Brittany Cox

Business Name: Custom Transport Ltd.

Account Balance: $1,994.00

2 exact matches were found.

5 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. CUSTOM TRANSPORT LTD.	11
2. Custom Transport Ltd.	5

1. CUSTOM TRANSPORT LTD.

1.1 CUSTOM TRANSPORT LTD.: Registration 202519994005 (2025-11-10 2:42:48 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-11-10
Debtor Address	65 LOWSON CRES WINNIPEG, MB Canada R3P0T3
Secured Parties (party code, name, address)	MAXIM TRANSPORTATION SERVICES INC. 1860 BROOKSIDE BVLD WINNIPEG, MB Canada R3C2E6
General Collateral Description	ALL REPAIRS TO THESE UNITS WERE APPROVED ON THE SIGNED WORK ORDERS #11246, 10943, 11163, 10947, 10986, 11153, 11231, 11037, 11291, 10971, 10940, 10989, 10820, 11140, 11265, 11017, 10858, 11095, 11059, 11181, 11106, 10742, 11166, 11236, 11250, 20873, 10620, 11029, 10982, 11159, 11320, 10963, 10873, 11134, 11161, 11312, 10985, 11147, 11028, 10942, 10993, 11151, 11154, 11284, 11081, 11118, 10678, 11148, 11283, 11373, 11090,11263, 11155, 11192, 11260, 10915, FOR THE TOTAL COST OF $35,644.07. THESE UNITS WERE COMPLETED AND RELEASED TO THE CUSTOMER ON 10/20/23/2025.
Serial Numbered Goods (serial number, category, year, description)	1DW1A53247B974679 Motor Vehicle 2007 STOUGHTON VAN
	1GR1A0624MW234371 Motor Vehicle 2021 GREAT DANE TANDEM REEFER VAN
	1GRAA0620AW702706 Motor Vehicle 2010 GREAT DANE REEFER VAN
	1GRAA0620BW703162 Motor Vehicle 2011 GREAT DANE GPCSAR
	1GRAA06217T536612 Motor Vehicle 2007 GREAT DANE DRY VAN
	1GRAA06226B702379 Motor Vehicle 2006 GREAT DANE 2AS DRY VAN

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1GRAA06226B707520 Motor Vehicle 2006 GREAT DANE DRY VAN
1GRAA0622AW702707 Motor Vehicle 2010 GREAT DANE REEFER VAN
1GRAA0624BW703164 Motor Vehicle 2011 GREAT DANE SUP-1114-11053
1GRAA06257T536600 Motor Vehicle 2007 GREAT DANE DRY VAN
1GRAA06266B707519 Motor Vehicle 2006 GREAT DANE DRY VAN
1GRAA06286B701530 Motor Vehicle 2006 GREAT DANE DRY VAN
1GRAA06297T536597 Motor Vehicle 2007 GREAT DANE DRY VAN
1GRAA0629AW702705 Motor Vehicle 2010 GREAT DANE REEFER VAN
1JJV532D9DL783954 Motor Vehicle 2013 WABASH DRY VAN
1UYVS2531BM072711 Motor Vehicle 2011 UTILITY TRAILER MANUFACTURER UTILITY
1UYVS253X8U485218 Motor Vehicle 2008 UTILITY REEFER VAN
1XKDDU9X68J223134 Motor Vehicle 2008 KENWORTH T800
1XKYDP9X2GJ980131 Motor Vehicle 2016 KENWORTH T660
1XKYDP9X4GJ980132 Motor Vehicle 2016 KENWORTH T660
1XKYDP9X8GJ984099 Motor Vehicle 2016 KENWORTH T680
2SHSR5320PS002196 Motor Vehicle 2023 CIMC REEFER VAN
2SHSR5321PS002191 Motor Vehicle 2023 VANGUARD MULTTEMP REEFER VAN
2SHSR5324PS002198 Motor Vehicle 2023 VANGAURD VXL2701

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	2SHSR5327PS002194 Motor Vehicle 2023 VANGUARD MULTTEMP REEFER VAN
	4V4NC9EH0NN304153 Motor Vehicle 2022 VOLVO VNL 760
	4V4NC9EH1NN304159 Motor Vehicle 2022 VOLVO VNL 760
	4V4NC9EH1NN304162 Motor Vehicle 2022 VOLVO VNL 760
	4V4NC9EH3NN304163 Motor Vehicle 2022 VOLVO VNL 760
	4V4NC9EH5NN304147 Motor Vehicle 2022 VOLVO VNL
	4V4NC9EHXNN304161 Motor Vehicle 2022 VOLVO VNL 760

1.2 CUSTOM TRANSPORT LTD.: Registration 202518072902 (2025-10-09 10:37:44 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-09
Debtor Address	65 LOWSON CRESCENT WINNIPEG, MB Canada R3P 0T3
Secured Parties (party code, name, address)	AMERICREDIT 200 JAMESON DRIVE PETERBOROUGH, ON Canada K9K 2N3
Serial Numbered Goods (serial number, category, year, description)	1GYS4GKT1RR110586 Motor Vehicle 2024 CADILLAC ESCALADE SPORT PLATINUM 4D UTILITY
Change History	Registration Number: 202518633114 (2025-10-20 12:04:03 PM) Sections Changed: Serial Numbered Goods

1.3 CUSTOM TRANSPORT LTD.: Registration 202517701507 (2025-10-03 11:00:13 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-10-03
Special Notices	Purchase Money Security Interest
Debtor Address	380 KEEWATIN STREET WINNIPEG, MB Canada R2X 2R9
Secured Parties (party code, name, address)	GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. Ste 600 Toronto, ON Canada M2J 4Z8
Serial Numbered Goods (serial number, category, year, description)	1GYTEFKL7SU105584 Motor Vehicle 2025 CADILLAC ESCALADE IQ AWD

1.4 CUSTOM TRANSPORT LTD.: Registration 202517586007 (2025-10-01 5:01:58 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-10-01

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Debtor Address	25 GRIFFIN WAY WEST ST PAUL, MB CN R4A0B1
This registration is jointly registered with these individual debtors (surname, first given name, second given name)	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
This registration is jointly registered with these business debtors	10119010 MANITOBA INC.
	10119010 MANITOBA INC.
	10119010 MANITOBA INC.
Secured Parties (party code, name, address)	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E OAKVILLE, ON CN L6H1A7
General Collateral Description	PURSUANT TO LEASE AGREEMENT 50034150, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50034150 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, 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, 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 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 ONE (1) 2025 FREIGHTLINER 126 CASCADIA TRUCK.
Serial Numbered Goods (serial number, category, year, description)	3AKNHHDR5SSWE6232 Motor Vehicle 2025 FREIGHTLINER 126

1.5 CUSTOM TRANSPORT LTD.: Registration 202514139808 (2025-08-07 4:34:27 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-08-07
Debtor Address	25 GRIFFIN WAY WEST ST PAUL, MB Canada R4A0B1
This registration is jointly registered with these individual debtors (surname, first given name, second given name)	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
This registration is jointly registered with these business debtors	10119010 MANITOBA INC.
	10119010 MANITOBA INC.
Secured Parties (party code, name, address)	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E OAKVILLE, ON CN L6H1A7
General Collateral Description	PURSUANT TO LEASE AGREEMENT 50034150, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50034150 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, 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, 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 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 ONE (1) 2025 FREIGHTLINER 126 CASCADIA TRUCK.

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Serial Numbered Goods (serial number, category, year, description)	2SHSR5330NS000762 Trailer 2022 VANGUARD 53' TRI-AXLE
	3AKNHHDR5SSWE6232 Motor Vehicle 2025 FREIGHTLINER 126
Change History	Registration Number: 202517309216 (2025-09-26 12:32:42 PM) Sections Changed: General Collateral Description, Serial Numbered Goods
	Registration Number: 202517127614 (2025-09-24 11:30:35 AM) Sections Changed: General Collateral Description, Serial Numbered Goods

1.6 CUSTOM TRANSPORT LTD.: Registration 202514137805 (2025-08-07 4:03:38 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-08-07
Debtor Address	25 GRIFFIN WAY WEST ST PAUL, MB CN R4A0B1
This registration is jointly registered with these individual debtors (surname, first given name, second given name)	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
	CHAHAL, KULWINDER, SINGH
	CHAHAL, KULWINDER
This registration is jointly registered with these business debtors	10119010 MANITOBA INC.
	10119010 MANITOBA INC.
Secured Parties (party code, name, address)	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 NORTH SERVICE RD E OAKVILLE, ON CN L6H1A7
General Collateral Description	PURSUANT TO LEASE AGREEMENT 50034150, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50034150 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, 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, 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 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 ONE (1) 2022 VANGUARD 53' TRI-AXLE REEFER TRAILER ONE (1) 2022 VANGUARD 53' TRI-AXLE REEFER TRAILER ONE (1) 2022 VANGUARD 53' TRI-AXLE REEFER TRAILER ONE (1) 2022 VANGAURD 53' TRI-AXLE REEFER TRAILER
Serial Numbered Goods (serial number, category, year, description)	2SHSR5330NS000762 Trailer 2022 VANGUARD 53' TRI-AXLE
	2SHSR5339NS000758 Trailer 2022 VANGUARD 53' TRI-AXLE
	2SHSR5330NS000759 Trailer 2022 VANGUARD 53' TRI-AXLE
	2SHSR5335NS000756 Trailer 2022 VANGAURD 53' TRI-AXLE

1.7 CUSTOM TRANSPORT LTD.: Registration 202421238407 (2024-12-05 11:07:05 AM)

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Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-12-05
Special Notices	Purchase Money Security Interest
Debtor Address	65 LOWSON CRESCENT WINNIPEG, MB Canada R3P0T3
Secured Parties (party code, name, address)	General Motors Financial of Canada, Ltd. 2001 Sheppard Ave E. Ste 600 Toronto, ON Canada M2J 4Z8
Serial Numbered Goods (serial number, category, year, description)	1GYS4GKT1RR110586 Motor Vehicle 2024 Cadillac Escalade

1.8 CUSTOM TRANSPORT LTD.: Registration 202215669302 (2022-09-16 1:11:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-09-16
Debtor Address	300 OAKPOINT HWY. WINNIPEG, MB CA R2R1V1
This registration is jointly registered with these business debtors	CUSTOM TRANSPORT LTD.
Secured Parties (party code, name, address)	BVD EQUIPMENT FINANCE INC. 8177 TORBRAM ROAD BRAMPTON, ON CA L6T5C5
General Collateral Description	INCLUDES ALL ATTACHMENTS, ACCESSORIES, AND UPGRADES.
Serial Numbered Goods (serial number, category, year, description)	2SHSR5327PS002194 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5329PS002195 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5321PS002191 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5323PS002192 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5325PS002193 Motor Vehicle 2023 VANGUARD COOL GLOBE

1.9 CUSTOM TRANSPORT LTD.: Registration 202215669302 (2022-09-16 1:11:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-09-16
Debtor Address	60 LOWSON CRES. WINNIPEG, MB CA R2P0T3
This registration is jointly registered with these business debtors	CUSTOM TRANSPORT LTD.
Secured Parties (party code, name, address)	BVD EQUIPMENT FINANCE INC. 8177 TORBRAM ROAD BRAMPTON, ON CA L6T5C5
General Collateral Description	INCLUDES ALL ATTACHMENTS, ACCESSORIES, AND UPGRADES.

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Serial Numbered Goods (serial number, category, year, description)	2SHSR5327PS002194 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5329PS002195 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5321PS002191 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5323PS002192 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5325PS002193 Motor Vehicle 2023 VANGUARD COOL GLOBE

1.10 CUSTOM TRANSPORT LTD.: Registration 202207757804 (2022-05-12 2:40:09 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-05-12
Debtor Address	65 LOWSON CRESCENT WINNIPEG, MB Canada R3P0T3
This registration is jointly registered with these business debtors	5905100 MANITOBA INC.
Secured Parties (party code, name, address)	BVD EQUIPMENT FINANCE INC. 8177 TORBRAM ROAD BRAMPTON, ON CANADA L6T5C5
General Collateral Description	INCLUDES ALL ATTACHMENTS, ACCESSORIES AND UPGRADES
Serial Numbered Goods (serial number, category, year, description)	4V4NC9EH3NN304163 Motor Vehicle 2022 VOLVO VNL64T 760
	4V4NC9EH1NN304162 Motor Vehicle 2022 VOLVO VNL64T 760
	4V4NC9EH0NN304153 Motor Vehicle 2022 VOLVO VNL64T 760
	4V4NC9EH1NN304159 Motor Vehicle 2022 VOLVO VNL64T 760
	4V4NC9EHXNN304161 Motor Vehicle 2022 VOLVO VNL64T 760
	4V4NC9EH5NN304147 Motor Vehicle 2022 VOLVO VNL64T 760
Change History	Registration Number: 202209550611 (2022-06-08 3:57:16 PM) Sections Changed: Business Debtors, General Collateral Description

1.11 CUSTOM TRANSPORT LTD.: Registration 202204000109 (2022-03-16 10:58:13 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-03-16

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Debtor Address	65 LOWSON CRES WINNIPEG, MB Canada R3P0T3
This registration is jointly registered with these business debtors	10119010 MANITOBA INC.
	CUSTOM TRANSPORT LTD
Secured Parties (party code, name, address)	BVD EQUIPMENT FINANCE INC. 8177 TORBRAM ROAD BRAMPTON, ON CANADA L6T5C5
Serial Numbered Goods (serial number, category, year, description)	1GRAA06232B048910 Motor Vehicle 2002 GREAT DANE LOG VAN
	1GRAA06292W026208 Motor Vehicle 2002 GREAT DANE REEFER
	1GRAA06202W026209 Motor Vehicle 2002 GREAT DANE REEFER/STORAGE
	1GRAA06273B077005 Motor Vehicle 2003 GREAT DANE REEFER
	1GRAA06295B701020 Motor Vehicle 2005 GREAT DANE LOG VAN
	1GRAA06295B701017 Motor Vehicle 2005 GREAT DANE LOG VAN
	1UYVS25355U489611 Motor Vehicle 2005 UTILITY REEFER
	1GRAA06226B702379 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06286B701527 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA062X6B701528 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06286B701530 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06186B706288 Motor Vehicle 2006 GREAT DANE TRAILER
	1GRAA06146B706286 Motor Vehicle 2006 GREAT DANE TRAILER
	1GRAA06206B707516 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06226B707520 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06266B707519 Motor Vehicle

Original Court Copy

2006
GREAT DANE LOG VAN

1GRAA06277T536596
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06297T536597
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06207T536598
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06257T536600
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06207T536603
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06247T536605
Motor Vehicle
2007
GREAT DANE LOG VAN

1GRAA06217T536612
Motor Vehicle
2007
GREAT DANE LOG VAN

1DW1A53247B974679
Motor Vehicle
2007
STOUGHTON DRY VAN

1GRAA062X8W703324
Motor Vehicle
2008
GREAT DANE REEFER

1GRAA0629AW702705
Motor Vehicle
2010
GREAT DANE REEFER

1GRAA0620AW702706
Motor Vehicle
2010
GREAT DANE REEFER

1GRAA062X8W702707
Motor Vehicle
2008
GREAT DANE REEFER

1GRAA0626BW703165
Motor Vehicle
2011
GREAT DANE REEFER

1GRAA0620BW703162
Motor Vehicle
2011
GREAT DANE REEFER

1GRAA0622BW703163
Motor Vehicle
2011
GREAT DANE REEFER

1GRAA0624BW703164
Motor Vehicle
2011
GREAT DANE REEFER

1JJV532D9DL783954
Motor Vehicle
2013
WABASH LOG VAN

1JJV532D0DL783955
Motor Vehicle

Original Court Copy

2013
WABASH LOG VAN

1JJV532D2DL783956
Motor Vehicle
2013
WABASH LOG VAN

1JJV532D6DL783958
Motor Vehicle
2013
WABASH LOG VAN

1GRAA0623ET590488
Motor Vehicle
2014
GREAT DANE LOG VAN

1GRAA0621ET590490
Motor Vehicle
2014
GREAT DANE LOG VAN

1GRAA0624EK236405
Motor Vehicle
2014
GREAT DANE LOG VAN

1GRAA062XEK236411
Motor Vehicle
2014
GREAT DANE LOG VAN

1GRAA0623FK243895
Motor Vehicle
2015
GREAT DANE LOG VAN

1GRAA0627FK243897
Motor Vehicle
2015
GREAT DANE LOG VAN

1UYVS2535GP540901
Motor Vehicle
2016
GREAT DANE LOG VAN

1UYVS2537GP540902
Motor Vehicle
2016
GREAT DANE LOG VAN

1UYVS2539GP540903
Motor Vehicle
2016
GREAT DANE LOG VAN

1UYVS2530GP540904
Motor Vehicle
2016
GREAT DANE LOG VAN

1GRAA0625HB700578
Motor Vehicle
2017
GREAT DANE LOG VAN

1GRAA0627HB700579
Motor Vehicle
2017
GREAT DANE LOG VAN

1GRAA0623HB700580
Motor Vehicle
2017
GREAT DANE LOG VAN

1GR1A0624MW234371
Motor Vehicle
2021
GREAT DANE REEFER

1GR1A0626MW234372
Motor Vehicle
2021
GREAT DANE REEFER

1GR1A0628MW234373
Motor Vehicle

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	2021 GREAT DANE REEFER
	1GRAA06272W026210 Motor Vehicle 2002 GREAT DANE REEFER
Change History	Registration Number: 202208206119 (2022-05-19 10:48:00 AM) Sections Changed: Business Debtors

2. Custom Transport Ltd.

2.1 Custom Transport Ltd.: Registration 202511251305 (2025-06-25 9:22:09 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-01-01
Special Notices	Purchase Money Security Interest
Debtor Address	65 Lowson Cres. Winnipeg, MB Canada R3P 0T3
This registration is jointly registered with these individual debtors (surname, first given name, second given name)	Chahal, Kulwinder, Singh
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL SEMI TRAILERS COMES WITH REEFERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3267411, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	1UYVS3533H2108909 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS3537H2108914 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS3538H2108906 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS353XH2108907 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS3536H2108905 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS3533H2108912 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS3531H2108908 Trailer 2017 UTILITY SEMI-TRAILER
	1UYVS353XH2108910 Trailer 2017 UTILITY SEMI
	1UYVS3535H2108913 Trailer

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	2017 UTILITY SEMI-TRAILER
	1UYVS3532H2108903 Trailer 2017 UTILITY SEMI-TRAILER

2.2 Custom Transport Ltd.: Registration 202421608905 (2024-12-11 2:31:10 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-12-11
Debtor Address	65 Lowson Crescent Winnipeg, Manitoba Canada R3P 0T3
Secured Parties (party code, name, address)	The Toronto-Dominion Bank 45 Shops of Winnipeg Square Winnipeg, MB Canada R3C 3Z8
General Collateral Description	All indebtedness, liabilities and other amounts, present and future, of 10209490 Manitoba Ltd. owing to the Debtor, including, without limitation, with respect to any shares/units held by the Debtor, directly or indirectly, in the capital of 10209490 Manitoba Ltd.

2.3 Custom Transport Ltd.: Registration 202421608506 (2024-12-11 2:25:31 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-12-11
Debtor Address	65 Lowson Crescent Winnipeg, Manitoba Canada R3P 0T3
Secured Parties (party code, name, address)	The Toronto-Dominion Bank 45 Shops of Winnipeg Square Winnipeg, Manitoba Canada R3C 3Z8
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property. Including, without limitation, the Serial Numbered Goods referred to herein, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds thereof. (1) Used Caterpillar C5000 Forklift s/n: AT9000274
Serial Numbered Goods (serial number, category, year, description)	2SHSR5336NS000443 Trailer 2022 VANGUARD REEFER COOL GLOBE
	2SHSR5334NS000442 Trailer 2022 VANGUARD REEFER COOL GLOBE
	2SHSR5332NS000441 Trailer 2022 VANGUARD REEFER COOL GLOBE
	1GYS4GKT1RR110586 Motor Vehicle 2024 Cadillac Escalade
	2SHSR5327PS002194 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5329PS002195 Motor Vehicle 2023 VANGUARD COOL GLOBE
	2SHSR5321PS002191 Motor Vehicle 2023 VANGUARD COOL GLOBE

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2SHSR5323PS002192 Motor Vehicle 2023 VANGUARD COOL GLOBE
2SHSR5325PS002193 Motor Vehicle 2023 VANGUARD COOL GLOBE
4V4NC9EH3NN304163 Motor Vehicle 2022 VOLVO VNL64T 760
4V4NC9EH1NN304162 Motor Vehicle 2022 VOLVO VNL64T 760
4V4NC9EH0NN304153 Motor Vehicle 2022 VOLVO VNL64T 760
4V4NC9EH1NN304159 Motor Vehicle 2022 VOLVO VNL64T 760
4V4NC9EHXNN304161 Motor Vehicle 2022 VOLVO VNL64T 760
4V4NC9EH5NN304147 Motor Vehicle 2022 VOLVO VNL64T 760
1GRAA06232B048910 Motor Vehicle 2002 GREAT DANE LOG VAN
1GRAA06292W026208 Motor Vehicle 2002 GREAT DANE REEFER
1GRAA06202W026209 Motor Vehicle 2002 GREAT DANE REEFER/STORAGE
1GRAA06273B077005 Motor Vehicle 2003 GREAT DANE REEFER
1GRAA06295B701020 Motor Vehicle 2005 GREAT DANE LOG VAN
1GRAA06295B701017 Motor Vehicle 2005 GREAT DANE LOG VAN
1UYVS25355U489611 Motor Vehicle 2005 UTILITY REEFER
1GRAA06226B702379 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06286B701527 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA062X6B701528 Motor Vehicle 2006 GREAT DANE LOG VAN

Original Court Copy

1GRAA06286B701530 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06186B706288 Motor Vehicle 2006 GREAT DANE TRAILER
1GRAA06146B706286 Motor Vehicle 2006 GREAT DANE TRAILER
1GRAA06206B707516 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06226B707520 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06266B707519 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06277T536596 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06297T536597 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06207T536598 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06257T536600 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06207T536603 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06247T536605 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06217T536612 Motor Vehicle 2007 GREAT DANE LOG VAN
1DW1A53247B974679 Motor Vehicle 2007 STOUGHTON DRY VAN
1GRAA062X8W703324 Motor Vehicle 2008 GREAT DANE REEFER
1GRAA0629AW702705 Motor Vehicle 2010 GREAT DANE REEFER
1GRAA0620AW702706 Motor Vehicle 2010 GREAT DANE REEFER
1GRAA062X8W702707 Motor Vehicle 2008 GREAT DANE REEFER

Original Court Copy

1GRAA0626BW703165 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0620BW703162 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0622BW703163 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0624BW703164 Motor Vehicle 2011 GREAT DANE REEFER
1JJV532D9DL783954 Motor Vehicle 2013 WABASH LOG VAN
1JJV532D0DL783955 Motor Vehicle 2013 WABASH LOG VAN
1JJV532D2DL783956 Motor Vehicle 2013 WABASH LOG VAN
1JJV532D6DL783958 Motor Vehicle 2013 WABASH LOG VAN
1GRAA0623ET590488 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0621ET590490 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0624EK236405 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA062XEK236411 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0623FK243895 Motor Vehicle 2015 GREAT DANE LOG VAN
1GRAA0627FK243897 Motor Vehicle 2015 GREAT DANE LOG VAN
1UYVS2535GP540901 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2537GP540902 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2539GP540903 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2530GP540904 Motor Vehicle 2016 GREAT DANE LOG VAN

Original Court Copy

1GRAA0625HB700578 Motor Vehicle 2017 GREAT DANE LOG VAN
1GRAA0627HB700579 Motor Vehicle 2017 GREAT DANE LOG VAN
1GRAA0623HB700580 Motor Vehicle 2017 GREAT DANE LOG VAN
1GR1A0624MW234371 Motor Vehicle 2021 GREAT DANE REEFER
1GR1A0626MW234372 Motor Vehicle 2021 GREAT DANE REEFER
1GR1A0628MW234373 Motor Vehicle 2021 GREAT DANE REEFER
1GRAA06272W026210 Motor Vehicle 2002 GREAT DANE REEFER
1UYVS3533H2108909 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS3537H2108914 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS3538H2108906 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS353XH2108907 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS3536H2108905 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS3533H2108912 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS3531H2108908 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS353XH2108910 Trailer 2017 UTILITY SEMI
1UYVS353H2108913 Trailer 2017 UTILITY SEMI-TRAILER
1UYVS353H2108903 Trailer 2017 UTILITY SEMI-TRAILER
3H3V533C2MT714013 Trailer 2021 HYUNDAI CARRIER TRAILER

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3H3V533C6MT714015 Trailer 2021 HYUNDAI CARRIER TRAILER
3H3V533K4NJ832004 Trailer 2022 HYUNDAI CARRIER TRAILER
3H3V533K6NJ832005 Trailer 2022 HYUNDAI CARRIER TRAILER
1GR1A0631MW220808 Trailer 2021 GREAT DANE CARRIER TRAILER
2SHSR5330NS000440 Trailer 2022 VANGUARD CARRIER TRAILER
49486 Motor Vehicle 2013 TOYOTA FORKLIFT 8FGCU25
DW44JZ604816 Motor Vehicle 2006 JOHN DEERE LOADER 444J
1GTEC14C77Z653079 Motor Vehicle 2007 GMC SIERRA PICKUP
1XK0DU9X68J223134 Motor Vehicle 2008 KENWORTH T800
1XKDD48XX6J155743 Motor Vehicle 2006 KENWORTH T800
3HSDJAPR9EN784522 Motor Vehicle 2014 INTERNATIONAL PROSTAR
4V4NC9EFX9N267830 Motor Vehicle 2009 VOLVO VNL430
4V4NC9EF98N494568 Motor Vehicle 2008 VOLVO VNL430
1XKYDP9X2GJ980131 Motor Vehicle 2016 KENWORTH T680
1XKYDP9X4GJ980132 Motor Vehicle 2016 KENWORTH T680
1XKYDP9X6GJ980133 Motor Vehicle 2016 KENWORTH T680
1XKYDP9X4GJ984097 Motor Vehicle 2016 KENWORTH T680
1XKYDP9X6GJ984098 Motor Vehicle 2016 KENWORTH T680

Original Court Copy

	1XKYDP9X8GJ984099 Motor Vehicle 2016 KENWORTH T680
	1GRAA06285B701011 Motor Vehicle 2005 GREAT DANE LOG VAN
	1UYVZ2534H3997207 Motor Vehicle 2017 GREAT DANE LOG VAN
Change History	Registration Number: 202513205211 (2025-07-24 10:53:22 AM) Sections Changed: General Collateral Description, Serial Numbered Goods

2.4 Custom Transport Ltd.: Registration 202413658600 (2024-08-07 1:25:06 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-03-01
Special Notices	Purchase Money Security Interest
Debtor Address	65 Lowson Cres Winnipeg, MB Canada R3P 0T3
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	AGREEMENT NUMBER 3224393, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	3H3V533C2MT714013 Trailer 2021 Hyundai Carrier Trailer
	3H3V533C6MT714015 Trailer 2021 Hyundai Carrier Trailer
	3H3V533K4NJ832004 Trailer 2022 Hyundai Carrier Trailer
	3H3V533K6NJ832005 Trailer 2022 Hyundai Carrier Trailer

2.5 Custom Transport Ltd.: Registration 202412320303 (2024-07-17 11:53:51 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-02-01
Special Notices	Purchase Money Security Interest
Debtor Address	65 Lowson Cres Winnipeg , MB Canada R3P 0T3
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	AGREEMENT NUMBER 3218502, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.
Serial Numbered Goods (serial number, category, year, description)	1GR1A0631MW220808 Trailer 2021 GREAT DANE CARRIER TRAILER

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	2SHSR5330NS000440 Trailer 2022 VANGUARD CARRIER TRAILER

END OF EXACT MATCHES

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Business Debtor

Search by Business Debtor: 5 similar matches were found.

Business Debtor Name	No. of Registrations
1. CUSTOM TRANSPORT LTD	1
2. CUSTOM TRUCK SALES (MAN) LTD	1
3. CUSTOM TRUCK SALES INC.	2
4. CUSTOM TRUCK SALES LTD	1
5. Custom Truck Sales Inc.	2

1. CUSTOM TRANSPORT LTD ☐ Include in Printed Search Results

1.1 CUSTOM TRANSPORT LTD: Registration 202204000109 (2022-03-16 10:58:13 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-03-16
Debtor Address	65 LOWSON CRES WINNIPEG, MB CANADA R3P0T3
This registration is jointly registered with these business debtors	10119010 MANITOBA INC.
	CUSTOM TRANSPORT LTD.
Secured Parties (party code, name, address)	BVD EQUIPMENT FINANCE INC. 8177 TORBRAM ROAD BRAMPTON, ON CANADA L6T5C5
Serial Numbered Goods (serial number, category, year, description)	1GRAA06232B048910 Motor Vehicle 2002 GREAT DANE LOG VAN
	1GRAA06292W026208 Motor Vehicle 2002 GREAT DANE REEFER
	1GRAA06202W026209 Motor Vehicle 2002 GREAT DANE REEFER/STORAGE
	1GRAA06273B077005 Motor Vehicle 2003 GREAT DANE REEFER
	1GRAA06295B701020 Motor Vehicle 2005 GREAT DANE LOG VAN
	1GRAA06295B701017 Motor Vehicle 2005 GREAT DANE LOG VAN
	1UYVS25355U489611 Motor Vehicle 2005 UTILITY REEFER
	1GRAA06226B702379 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA06286B701527 Motor Vehicle 2006 GREAT DANE LOG VAN
	1GRAA062X6B701528 Motor Vehicle 2006 GREAT DANE LOG VAN

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1GRAA06286B701530 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06186B706288 Motor Vehicle 2006 GREAT DANE TRAILER
1GRAA06146B706286 Motor Vehicle 2006 GREAT DANE TRAILER
1GRAA06206B707516 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06226B707520 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06266B707519 Motor Vehicle 2006 GREAT DANE LOG VAN
1GRAA06277T536596 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06297T536597 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06207T536598 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06257T536600 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06207T536603 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06247T536605 Motor Vehicle 2007 GREAT DANE LOG VAN
1GRAA06217T536612 Motor Vehicle 2007 GREAT DANE LOG VAN
1DW1A53247B974679 Motor Vehicle 2007 STOUGHTON DRY VAN
1GRAA062X8W703324 Motor Vehicle 2008 GREAT DANE REEFER
1GRAA0629AW702705 Motor Vehicle 2010 GREAT DANE REEFER
1GRAA0620AW702706 Motor Vehicle 2010 GREAT DANE REEFER
1GRAA062X8W702707 Motor Vehicle 2008 GREAT DANE REEFER

Original Court Copy

1GRAA0626BW703165 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0620BW703162 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0622BW703163 Motor Vehicle 2011 GREAT DANE REEFER
1GRAA0624BW703164 Motor Vehicle 2011 GREAT DANE REEFER
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1JJV532D2DL783956 Motor Vehicle 2013 WABASH LOG VAN
1JJV532D6DL783958 Motor Vehicle 2013 WABASH LOG VAN
1GRAA0623ET590488 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0621ET590490 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0624EK236405 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA062XEK236411 Motor Vehicle 2014 GREAT DANE LOG VAN
1GRAA0623FK243895 Motor Vehicle 2015 GREAT DANE LOG VAN
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1UYVS2535GP540901 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2537GP540902 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2539GP540903 Motor Vehicle 2016 GREAT DANE LOG VAN
1UYVS2530GP540904 Motor Vehicle 2016 GREAT DANE LOG VAN

Original Court Copy

	1GRAA0625HB700578 Motor Vehicle 2017 GREAT DANE LOG VAN
	1GRAA0627HB700579 Motor Vehicle 2017 GREAT DANE LOG VAN
	1GRAA0623HB700580 Motor Vehicle 2017 GREAT DANE LOG VAN
	1GR1A0624MW234371 Motor Vehicle 2021 GREAT DANE REEFER
	1GR1A0626MW234372 Motor Vehicle 2021 GREAT DANE REEFER
	1GR1A0628MW234373 Motor Vehicle 2021 GREAT DANE REEFER
	1GRAA06272W026210 Motor Vehicle 2002 GREAT DANE REEFER
Change History	Registration Number: 202208206119 (2022-05-19 10:48:00 AM) Sections Changed: Business Debtors

2. CUSTOM TRUCK SALES (MAN) LTD ☐ Include in Printed Search Results

2.1 CUSTOM TRUCK SALES (MAN) LTD: Registration 960403102400 (1996-04-03 12:00:00 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Purchase Money Security Interest
Debtor Address	357 OAK POINT HWY WINNIPEG, MB CANADA R2R1T9
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	CUSTOM TRUCK SALES LTD
	CUSTOM TRUCK SALES INC.
	CUSTOM TRUCK SALES INC.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
Secured Parties (party code, name, address)	PACCAR FINANCIAL SERVICES LTD 290 200 RIVERCREST DRIVE SE CALGARY, AB CANADA T2C2X5

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	PACCAR FINANCIAL LTD. 6711 MISSISSAUGA RD., SUITE 500 MISSISSAUGA, ON Canada L5N 4J8
General Collateral Description	SUBORDINATION AGREEMENT CANADIAN IMPERIAL BANK OF COMMERCE
Additional Information	THE TWO COMPANIES OF CUSTOM TRUCK SALES (MAN) LTD. AND CUSTOM TRUCK SALES LTD. HAVE CONSOLIDATED INTO NEW DEBTOR NAME OF CUSTOM TRUCK SALES INC. NOTES FROM PRIOR LAW: Collateral classification: Inventory Proceeds claimed
Change History	Registration Number: 201818256413 (2018-10-09 1:51:55 PM) Sections Changed: Business Debtors
	Registration Number: 200618518417 (2006-10-11 9:51:51 AM) Sections Changed: Secured Parties
	Registration Number: 200114477418 (2001-03-08 3:01:17 PM) Sections Changed: Additional Information, Business Debtors, Expiry Date
	Registration Number: 990330107677 (1999-03-30) Sections Changed: Amendment transaction indicator, Expiry date

3. CUSTOM TRUCK SALES INC. ☐ Include in Printed Search Results

3.1 CUSTOM TRUCK SALES INC.: Registration 960403102400 (1996-04-03 12:00:00 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Purchase Money Security Interest
Debtor Address	133 4TH AVENUE REGINA, SK Canada S4N 6T2
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	CUSTOM TRUCK SALES LTD
	CUSTOM TRUCK SALES (MAN) LTD
	CUSTOM TRUCK SALES INC.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
Secured Parties (party code, name, address)	PACCAR FINANCIAL SERVICES LTD 290 200 RIVERCREST DRIVE SE CALGARY, AB CANADA T2C2X5
	PACCAR FINANCIAL LTD. 6711 MISSISSAUGA RD., SUITE 500 MISSISSAUGA, ON Canada L5N 4J8
General Collateral Description	SUBORDINATION AGREEMENT CANADIAN IMPERIAL BANK OF COMMERCE
Additional Information	THE TWO COMPANIES OF CUSTOM TRUCK SALES (MAN) LTD. AND CUSTOM TRUCK SALES LTD. HAVE CONSOLIDATED INTO NEW DEBTOR NAME OF CUSTOM TRUCK SALES INC. NOTES FROM PRIOR LAW:

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	Collateral classification: Inventory Proceeds claimed
Change History	Registration Number: 201818256413 (2018-10-09 1:51:55 PM) Sections Changed: Business Debtors
	Registration Number: 200618518417 (2006-10-11 9:51:51 AM) Sections Changed: Secured Parties
	Registration Number: 200114477418 (2001-03-08 3:01:17 PM) Sections Changed: Additional Information, Business Debtors, Expiry Date
	Registration Number: 990330107677 (1999-03-30) Sections Changed: Amendment transaction indicator, Expiry date

3.2 CUSTOM TRUCK SALES INC.: Registration 960403102400 (1996-04-03 12:00:00 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Purchase Money Security Interest
Debtor Address	357 OAK POINT HWY WINNIPEG, MANITOBA Canada R2R 1T9
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	CUSTOM TRUCK SALES LTD
	CUSTOM TRUCK SALES (MAN) LTD
	CUSTOM TRUCK SALES INC.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
Secured Parties (party code, name, address)	PACCAR FINANCIAL SERVICES LTD 290 200 RIVERCREST DRIVE SE CALGARY, AB CANADA T2C2X5
	PACCAR FINANCIAL LTD. 6711 MISSISSAUGA RD., SUITE 500 MISSISSAUGA, ON Canada L5N 4J8
General Collateral Description	SUBORDINATION AGREEMENT CANADIAN IMPERIAL BANK OF COMMERCE
Additional Information	THE TWO COMPANIES OF CUSTOM TRUCK SALES (MAN) LTD. AND CUSTOM TRUCK SALES LTD. HAVE CONSOLIDATED INTO NEW DEBTOR NAME OF CUSTOM TRUCK SALES INC. NOTES FROM PRIOR LAW: Collateral classification: Inventory Proceeds claimed
Change History	Registration Number: 201818256413 (2018-10-09 1:51:55 PM) Sections Changed: Business Debtors
	Registration Number: 200618518417 (2006-10-11 9:51:51 AM) Sections Changed: Secured Parties
	Registration Number: 200114477418 (2001-03-08 3:01:17 PM) Sections Changed: Additional Information, Business Debtors, Expiry Date
	Registration Number: 990330107677 (1999-03-30) Sections Changed: Amendment transaction indicator, Expiry date

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4. CUSTOM TRUCK SALES LTD ☐ Include in Printed Search Results

4.1 CUSTOM TRUCK SALES LTD: Registration 960403102400 (1996-04-03 12:00:00 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	Infinity
Special Notices	Purchase Money Security Interest
Debtor Address	133 4TH AVENUE REGINA, SK CANADA S4N6T2
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	CUSTOM TRUCK SALES (MAN) LTD
	CUSTOM TRUCK SALES INC.
	CUSTOM TRUCK SALES INC.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
Secured Parties (party code, name, address)	PACCAR FINANCIAL SERVICES LTD 290 200 RIVERCREST DRIVE SE CALGARY, AB CANADA T2C2X5
	PACCAR FINANCIAL LTD. 6711 MISSISSAUGA RD., SUITE 500 MISSISSAUGA, ON Canada L5N 4J8
General Collateral Description	SUBORDINATION AGREEMENT CANADIAN IMPERIAL BANK OF COMMERCE
Additional Information	THE TWO COMPANIES OF CUSTOM TRUCK SALES (MAN) LTD. AND CUSTOM TRUCK SALES LTD. HAVE CONSOLIDATED INTO NEW DEBTOR NAME OF CUSTOM TRUCK SALES INC. NOTES FROM PRIOR LAW: Collateral classification: Inventory Proceeds claimed
Change History	Registration Number: 201818256413 (2018-10-09 1:51:55 PM) Sections Changed: Business Debtors
	Registration Number: 200618518417 (2006-10-11 9:51:51 AM) Sections Changed: Secured Parties
	Registration Number: 200114477418 (2001-03-08 3:01:17 PM) Sections Changed: Additional Information, Business Debtors, Expiry Date
	Registration Number: 990330107677 (1999-03-30) Sections Changed: Amendment transaction indicator, Expiry date

5. Custom Truck Sales Inc. ☐ Include in Printed Search Results

5.1 Custom Truck Sales Inc.: Registration 200921529901 (2009-12-16 2:33:05 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-12-16
Debtor Address	520 Park Street Regina, SASKATCHEWAN

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	Canada S4N 0T6
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
Secured Parties (party code, name, address)	PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. 6711 Mississauga Road North, Fifth Floor, Suite 500 Mississauga, ONTARIO Canada L5N 4J8
General Collateral Description	The Debtor's inventory of new and used trucks, trailers, truck bodies, refrigeration units, and without limitation, other goods leased or to be leased by debtor to its customers or held by the debtor for lease or rental to its customers and all proceeds thereof, accessions and accretions thereto and substitutions, therefore. The Debtor's interest in all leases and rental agreements entered into between the debtor as lessor and customers of the debtor as lessee of goods (as defined in the PPSA) financed by the secured creditor, and proceeds thereof.
Change History	Registration Number: 201818387119 (2018-10-10 4:44:43 PM) Sections Changed: Business Debtors
	Registration Number: 201016639511 (2010-10-04 12:36:43 PM) Sections Changed: Secured Parties

5.2 Custom Truck Sales Inc.: Registration 200921264800 (2009-12-11 12:31:30 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-12-11
Debtor Address	520 Park Street Regina, SK Canada S4N 0T6
This registration is jointly registered with these business debtors	LEIGH-ANN ENTERPRISES LTD.
	GARTH ENTERPRISES LTD.
	INLAND FARM SALES LTD.
	B.R.M. ENTERPRISES LTD.
	ROXANE ENTERPRISES LTD.
	INLAND KENWORTH
	CHERIE ENTERPRISES LTD.
	M.P.S. INDUSTRIES LTD.
	RENAE ENTERPRISES LTD.
	DIONE ENTERPRISES LTD.
	TONYA ENTERPRISES LTD.
	E.N.C. ENTERPRISES LTD.
	D.A.C. INDUSTRIES LTD.
	INLAND KENWORTH LTD.
Secured Parties (party code, name, address)	PACCAR Leasing Company, a division of PACCAR Financial Services Ltd. 6711 Mississauga Road North, Fifth Floor, Suite 500 Mississauga, ON Canada L5N 4J8
General Collateral Description	"All Leases, (the "Lease"), now existing or hereafter entered into between Debtor as lessor and customers of Debtor as lessee relative to vehicles, which vehicles are now or hereafter held by Debtor as lessee of Secured Party under that certain Lease for Re-Lease

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	Agreement AND Franchise Equipment Lease Agreements or any extensions, renewals, amendments, or modifications thereof or substitutions therefore or any other leases or similar agreements between Debtor and Secured Party (the "Lease for Re-Lease"), and all proceeds thereof in whatever form, including without limitation, accounts receivable, contract rights, general intangibles, rents, cash, cash equivalents, insurance proceeds, documents or instruments."
Change History	Registration Number: 201818386619 (2018-10-10 4:42:17 PM) Sections Changed: Business Debtors
	Registration Number: 201016642717 (2010-10-04 12:55:06 PM) Sections Changed: Secured Parties

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E

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THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED BEFORE ME AT THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA, THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~ _____

Ryan E. Algar
Barrister and Solicitor

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From: Ahmad, Mudasar
Sent: Friday, August 8, 2025 6:53 PM
To: Kulwinder chahal <kchahal7327@gmail.com>
Cc: Patel, Kevin V <Kevin.Patel2@td.com>
Subject: TD - August 6, 2025 - Meeting Follow Up [I]

Classification: Internal

Hello Kulwinder,

Thank you for taking the time to virtually meet with us earlier this week. As discussed, I'm following up with an email to summarize the meeting and outline next steps.

Introduction to the Financial Restructuring Group (FRG)

1. I will be your Account Manager and main contact for the next few months. Please don't hesitate to reach out to me with questions, requests, or concerns. My contact information can be found in my email signature.
2. FRG is based in Calgary and covers all of Western Canada.
3. FRG is introduced to a lending relationship when the Bank identifies an increase in risk.
4. FRG has two solutions:
    1. **Primary goal** – Work with you over the next 6-12 months to restructure the facilities, business, and/or equipment to ensure operations return to acceptable levels. Additionally, we will need to gain comfort through the engagement of legal counsel and/or a financial consultant.
    2. Alternative – Work with you over the next 6 months as negotiate a refinancing

Reasons for Transfer to FRG

- The following were identified as reasons for the transfer to FRG:
    - Transfers to Creekside Transport and Ravi Chahal which appear to be excessive and have contributed to maxed operating line usage
    - Multiple banking relationships

Next Steps

- I will be completing our initial review, which normally includes revisiting all facilities, covenants, conditions and pricing.

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- To complete this review, I will likely be in touch with some follow up questions and requests for additional information

Requests from the Bank

At this time, please provide the following information at your earliest convenience:

1. YTD reporting (balance sheet and income statement) with year-over-year data and trailing-twelve-month reporting for the most recent period
2. Aged A/R Listing
3. Detailed equipment listing that includes VIN# and/or serial # and outlines if items are financed and by which financial institution
4. Contracts in place with customers and pipeline of work
5. Forecast for the remainder of the current fiscal year and next fiscal year which includes balance sheet and income statement with commentary regarding the figures provided
6. Executed environmental social risk form for all business locations separately (attached)
7. Updated Personal Net Worth form (attached) – please do not include value of business or business real estate on the form
8. Contact information for your legal counsel

I look forward to working with you, please don't hesitate to reach out if you have any questions or need anything.

Regards,

Mudasar Ahmad | Account Manager | Financial Restructuring Group | **TD Business Banking**
421 - 7th Avenue SW, 10th Floor, Calgary, AB T2P 4K9

T: 403.292.1359 | F: 403.292.2863

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THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED BEFORE ME AT THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA, THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~ _____

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EQUIPMENT OWNED BY CUSTOM TRANSPORT

Sr.No	Unit	Year	Make	Model	Serial Number	Type	Financed By	Remaining as on 30 Sep 2024	Remaining as on 31 Mar 2025	Start Date	Purchased Amt	End Date	Monthly Payment without tax	From Bank
1	FORKLIFT	USED	CATTERPILLAR	C5000	AT9000274		FREE	FREE						
2	FORKLIFT	2013	TOYOTA	8FGCU25	49486		FREE	FREE						
3	LOADER	2006	JOHN DEERE	444J	DW44JZ604816		FREE	FREE						
4	PICK UP	2007	GMC	SIERRA	1GTEC14C77Z653079	POWER UNITS	FREE	FREE						
5	272	2008	KENWORTH	T800	1XKODU9X68J223134	POWER UNITS	FREE	FREE						
6	289	2006	KENWORTH	T800	1XKDD48XX6J155743	POWER UNITS	FREE	FREE						
7	297	2014	INTERNATIONAL	Prostar	3HSDJAPR9EN784522	POWER UNITS	FREE	FREE						
8	322	2009	VOLVO	VNL430	4V4NC9EFX9N267830	POWER UNITS	FREE	FREE						
9	323	2008	VOLVO	VNL430	4V4NC9EF98N494568	POWER UNITS	FREE	FREE						
10	311	2016	KENWORTH	T680	1XKYDP9X2GJ980131	POWER UNITS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
11	312	2016	KENWORTH	T680	1 XKYDP9X4GJ980132	POWER UNITS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
12	313	2016	KENWORTH	T680	1XKYDP9X6GJ980133	POWER UNITS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
13	324	2016	KENWORTH	T680	1XKYDP9X4GJ984097	POWER UNITS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
14	325	2016	KENWORTH	T680	1XKYDP9X6GJ984098	POWER UNITS	BVD	$ 8,705.97	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
15	326	2016	KENWORTH	T680	1XKYDP9X8GJ984099	POWER UNITS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
16	L200210	2002	GREAT DANE	LOG VAN	1GRAA06232B048910	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
17	R200219	2002	GREAT DANE	REEFER	1GRAA06292W026208	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
18	R200221	2002	GREAT DANE	REEFER	1GRAA06272W026210	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
19	L200305	2003	GREAT DANE	LOG VAN	1GRAA06273B077005	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
20	L200501	2005	GREAT DANE	LOGVAN	1GRAA06285B701011	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
21	L200505	2005	GREAT DANE	LOG VAN	1GRAA06295B701020	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
22	L200507	2005	GREAT DANE	LOGVAN	1GRAA06295B701017	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
23	R200508	2005	UTILITY	**REEFER**	1UYVS25355U489611	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
24	L200601	2006	GREAT DANE	LOG VAN	1GRAA06226B702379	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
25	L200603	2006	GREAT DANE	LOG VAN	1GRAA06286B701527	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
26	L200604	2006	GREAT DANE	LOG VAN	1GRAA062X6B701528	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
27	L200605	2006	GREAT DANE	LOG VAN	1GRAA06286B701530	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
28	L200607	2006	GREAT DANE	LOG VAN	1GRAA06186B706286	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
29	L2006O9	2006	GREAT DANE	LOG VAN	1GRAA06166B70628B	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
30	L200610	2006	GREAT DANE	LOG VAN	1GRAA06206B707516	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
31	L200611	2006	GREAT DANE	LOG VAN	1GRAA06226B707520	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
32	L200612	2006	GREAT DANE	LOG VAN	1GRAA06266B7O7519	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
33	L200701	2007	GREAT DANE	LOG VAN	1GRAA06277T536596	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
34	L200702	2007	GREAT DANE	LOG VAN	1GRAA06297T536597	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
35	L200703	2007	GREAT DANE	LOG VAN	1GRAA06207T536598	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
36	L200704	2007	GREAT DANE	LOG VAN	1GRAA06257T536600	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
37	L200706	2007	GREAT DANE	LOG VAN	1GRAA06207T536603	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	

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38	L200707	2007	GREAT DANE	LOG VAN	1GRAA06247T536605	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
39	L200708	2007	GREAT DANE	LOG VAN	1GRAA06217T536612	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
40	L200712	2007	STOUGHTON	DRY VAN	1DW 1A53247B974679	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	$ 51,134.22
41	R200802	2008	GREAT DANE	**REEFER**	1GRAA062 X8W 703324	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
42	R201001	2010	GREAT DANE	**REEFER**	1GRAA0629AW702705	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
43	R201002	2010	GREAT DANE	**REEFER**	1GRAA0620AW702706	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
44	R201003	2010	GREAT DANE	**REEFER**	1GRAA0622AW702707	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
45	R201101	2011	GREAT DANE	**REEFER**	1GRAA0620BW703165	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
46	R201102	2011	GREAT DANE	**REEFER**	1GRAA0622BW703162	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
47	R201103	2011	GREAT OANE	**REEFER**	1GRAA06224W 703163	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
48	R201104	2011	GREAT DANE	**REEFER**	1GRAA0626BW703164	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
49	L2O1311	2013	WABASH	LOG VAN	1JJV532D9DL783954	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
50	L201312	2013	**WABASH**	LOG VAN	1JJV532O0DL783955	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
51	L201313	2013	**WABASH**	LOG VAN	1JJV532D2DL783956	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
52	L201314	2013	WABASH	LOG VAN	1JJV532D6DL783958	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
53	L201401	2014	GREAT DANE	LOG VAN	1GRAA0623ET590488	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
54	L201402	2014	GREAT DANE	LOG VAN	1GRAA0621 ET590490	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
55	L201403	2014	GREAT DANE	LOG VAN	1GRAA0624EK236405	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
56	L201404	2014	GREAT DANE	LOG VAN	1GRAA062 XEK236411	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
57	L201501	2015	GREAT DANE	LOG VAN	1GRAA0623FK243895	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
58	L201502	2015	GREAT DANE	LOG VAN	1GRAA0627FK243897	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
59	L201601	2016	GREAT DANE	LOG VAN	1UYVS2535GP540901	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
60	L201602	2016	GREAT DANE	LOG VAN	1UYVS2537GP540902	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
61	L201603	2016	GREAT DANE	LOG VAN	1UYVS2539GP540903	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
62	L201604	2016	GREAT DANE	LOG VAN	1UYVS2530GP540904	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
63	L201701	2017	GREAT DANE	LOG VAN	1GRAA0625HB700578	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
64	L201702	2017	GREAT DANE	LOG VAN	1GRAA0627HB700579	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
65	L201703	2017	GREAT OANE	LOG VAN	1GRAA0623HB700580	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
66	L201704	2017	GREAT DANE	LOG VAN	1UYVS2534H3997207	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
67	R202101	2021	GREAT DANE	**REEFER**	1GR1A0624MW 234371	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
68	R202102	2021	GREAT DANE	**REEFER**	1GR1A0624MW 234372	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
69	R202103	2021	GREAT DANE	**REEFER**	1GR1A0624MW 234373	TRAILERS	BVD	$ 8,705.98	$ 2,750.78	1-Jun-22	$ 28,011.20	1-Jun-25	$ 852.24	
70	360	2022	VOLVO	VNL760	4V4NC9EH3NN304163	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	
71	361	2022	VOLVO	VNL760	4V4NC9EH1NN304162	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	
72	362	2022	VOLVO	VNL760	4V4NC9EH0NN304153	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	
73	363	2022	VOLVO	VNL760	4V4NC9EH1NN304159	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	$ 18,944.81
74	364	2022	VOLVO	VNL760	4V4NC9EHXNN304161	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	
75	365	2022	VOLVO	VNL760	4V4NC9EH5NN304147	POWER UNITS	BVD	$ 92,172.91	$ 76,134.72	13-May-22	$ 159,500.00	13-May-27	$ 3,157.47	
76	R202301	2023	VANGUARD	**REEFER**	2SHSR5321PS002191	TRAILERS	BVD	$ 93,931.45	$ 84,429.44	9-Sep-22	$ 127,500.00	22-Sep-28	$ 2,564.02	
77	R202302	2023	VANGUARD	**REEFER**	2SHSR5323PS002192	TRAILERS	BVD	$ 93,931.45	$ 84,429.44	9-Sep-22	$ 127,500.00	22-Sep-28	$ 2,564.02	
78	R202303	2023	VANGUARD	**REEFER**	2SHSR5325PS002193	TRAILERS	BVD	$ 93,931.45	$ 84,429.44	9-Sep-22	$ 127,500.00	22-Sep-28	$ 2,564.02	$ 12,820.10

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79	R202304	2023	VANGUARD	**REEFER**	2SHSR5327PS002194	TRAILERS	BVD	$ 93,931.45	$ 84,429.44	9-Sep-22	$ 127,500.00	22-Sep-28	$ 2,564.02		
80	R202305	2023	VANGUARD	**REEFER**	2SHSR5329PS002195	TRAILERS	BVD	$ 93,931.45	$ 84,429.44	9-Sep-22	$ 127,500.00	22-Sep-28	$ 2,564.02		
81	R202104	2021	GREAT DANE	**REEFER**	1GR1A0631MW 220808	TRAILERS	CWB	$ 82,052.91	$ 75,973.85	8-Jul-24	$ 85,000.00	10-Jul-30	$ 1,597.83	$	3,195.66
82	R202201	2022	VANGUARD	**REEFER**	2SHSR5330NS000440	TRAILERS	CWB	$ 93,052.91	$ 86,973.85	8-Jul-24	$ 96,000.00	10-Jul-30	$ 1,597.83		
83	R202106	2021	HYUNDAI	**REEFER**	3H3V533C2MT714013	TRAILERS	CWB	$ 90,912.19	$ 84,485.03	20-Aug-24	$ 93,000.00	24-Aug-30	$ 1,654.18		
84	R202107	2021	HYUNDAI	**REEFER**	3H3V533C6MT714015	TRAILERS	CWB	$ 89,412.19	$ 82,985.03	20-Aug-24	$ 91,500.00	24-Aug-30	$ 1,654.18	$	6,616.72
85	R202108	2021	HYUNDAI	**REEFER**	3H3V533K4NJ832004	TRAILERS	CWB	$ 94,912.19	$ 88,485.03	20-Aug-24	$ 97,000.00	24-Aug-30	$ 1,654.18		
86	R202109	2021	HYUNDAI	**REEFER**	3H3V533K6NJ832005	TRAILERS	CWB	$ 96,412.19	$ 89,985.03	20-Aug-24	$ 98,500.00	24-Aug-30	$ 1,654.18		
								$ 2,091,808.09	$ 1,552,890.14				Total Monthly	$	92,711.51

Additional Equipments Purchased in 2024

Sr.No	Year	Vin	Amount	Type
1	2017	8909	$ 48,000.00	Tandem Reefer
2	2017	8910	$ 48,000.00	Tandem Reefer
3	2017	8912	$ 48,000.00	Tandem Reefer
4	2017	8913	$ 49,000.00	Tandem Reefer
5	2017	8914	$ 49,000.00	Tandem Reefer
6	2017	8903	$ 49,000.00	Tandem Reefer
7	2017	8907	$ 49,000.00	Tandem Reefer
8	2017	8908	$ 49,000.00	Tandem Reefer
9	2017	8906	$ 49,000.00	Tandem Reefer
10	2017	8905	$ 49,000.00	Tandem Reefer
11	2022	S000757	$ 82,500.00	Triaxle Reefer
12	2022	S000756	$ 84,500.00	Triaxle Reefer
13	2022	S000758	$ 83,000.00	Triaxle Reefer
14	2022	S000762	$ 82,000.00	Triaxle Reefer
15	2022	S000759	$ 82,000.00	Triaxle Reefer
16	2022	S000754	$ 79,500.00	Triaxle Reefer
		Total	$ 980,500.00	

Additional Equipments Purchased in 2025

Sr.No	Year	Vin	Amount	Type
1	2022	S000755	$ 81,000.00	Triaxle Reefer
2	2022	S000760	$ 80,000.00	Triaxle Reefer
3	2022	S000761	$ 81,000.00	Triaxle Reefer
4	2022	S000763	$ 81,000.00	Triaxle Reefer
		Total	$ 323,000.00	

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THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

Ryan E. Algar
Barrister and Solicitor

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FillmoreRiley

September 8, 2025

KALEV A. ANNIKO
Direct Tel (204) 957-8308
Direct Fax (204) 954-0308
kanniko@fillmoreriley.com

LEGAL ASSISTANT
Yvonne Grabowiecki
Tel (204) 956-2970 ext. 207
ygrabowiecki@fillmoreriley.com
Our File Number: 410866-24/KAA
FRDOCS_2623188.1

VIA REGISTERED MAIL and EMAIL

STRICTLY PERSONAL AND CONFIDENTIAL

Custom Transport Ltd.
97 Massalia Drive
Winnipeg, MB R2P 1C7

Attention: Kulwinder Chahal

Dear sirs/mesdames:

Re: Toronto-Dominion Bank (the "Bank") and Custom Transport Ltd. (the "Borrower")

We act on behalf of the Bank in respect to the above-noted matter.

We are advised by the Bank that the Borrower is directly indebted to it pursuant to various loans in the aggregate sum of $616,032.41 as at September 4, 2025, as follows, with interest accruing thereafter:

Type of Advance	Total Due	Interest Rate
Operating Line 6330 / 5382604	$594,905.44	Prime + 1.75% p/a
VISA ending in 0655	$21,126.97	Per agreement
Total	**$616,032.41**	

Accordingly, we are instructed to and do hereby demand from the Borrower the aggregate sum of $616,032.41 as at September 4, 2025, together with interest accruing thereafter to date of payment at the various applicable interest rates, and all professional and legal costs (on a solicitor and client basis) incurred by the Bank.

Should you fail to pay the said sum plus interest and all professional and legal costs aforesaid within 10 days from the date hereof, the Bank shall be at liberty to take all remedies available to it, including but not limited to realization of its security.

We enclose herewith Notice of Intent to Enforce a Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*.

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Kindly govern yourself accordingly.

Yours truly,

FILLMORE RILEY LLP

Per:

KALEV A. ANNIKO

Encl.

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NOTICE OF INTENTION TO ENFORCE A SECURITY
Subsection 244(1) of the Bankruptcy and Insolvency Act,
R.S.C. 1985 Ch. B-3 and amendments thereto
(Rule 124)

TO: Custom Transport Ltd.
97 Massalia Drive
Winnipeg, MB R2P 1C7

Attention: Kulwinder Chahal

(an insolvent person)

TAKE NOTICE THAT:

1. Toronto-Dominion Bank (the "Bank"), a secured creditor, intends to enforce its security on the property of Custom Transport Ltd. below:

   (a) All present and after-acquired personal property, including but not limited to the serial numbered equipment in the list attached hereto as Schedule "A".

2. The security that is to be enforced is in the form of:

   (a) General Security Agreement executed December 11, 2024.

(the "Security").

3. The total amount of the indebtedness secured by the Security is $616,032.41 as at September 4, 2025, plus interest accruing thereon and any costs incurred by the Bank in enforcing the Security.

4. The Bank 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 Custom Transport Ltd. consents to an earlier enforcement.

Dated at the City of Winnipeg, in the Province of Manitoba, this 8th day of September, 2025.

FILLMORE RILEY LLP

Per: _____
KALEV A. ANNIKO, as Solicitor and Agent
for Toronto-Dominion Bank

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	Serial Number	Year	Make	Model
1.	2SHSR5336NS000443	2022	VANGUARD REEFER	COOLGLOBE
2.	2SHSR5334NS000442	2022	VANGUARD REEFER	COOLGLOBE
3.	2SHSR5332NS000441	2022	VANGUARD REEFER	COOLGLOBE
4.	1GYS4GKT1RR110586	2024	Cadillac	Escalade
5.	2SHSR5327PS002194	2023	Vanguard	Cool Globe
6.	2SHSR5329PS002195	2023	Vanguard	Cool Globe
7.	2SHSR5321PS002191	2023	Vanguard	Cool Globe
8.	2SHSR5323PS002192	2023	Vanguard	Cool Globe
9.	2SHSR5325PS002193	2023	Vanguard	Cool Globe
10.	4V4NC9EH3NN304163	2022	Volvo	VNL64T 760
11.	4V4NC9EH1NN304162	2022	Volvo	VNL64T 760
12.	4V4NC9EH0NN304153	2022	Volvo	VNL64T 760
13.	4V4NC9EH1NN304159	2022	Volvo	VNL64T 760
14.	4V4NC9EHXNN304161	2022	Volvo	VNL64T 760
15.	4V4NC9EH5NN304147	2022	Volvo	VNL64T 760
16.	1GRAA06232B048910	2002	Great Dane	Log Van
17.	1GRAA06292W026208	2002	Great Dane	Reefer
18.	1GRAA06202W026209	2002	Great Dane	Reefer
19.	1GRAA06273B077005	2003	Great Dane	Reefer
20.	1GRAA06295B701020	2005	Great Dane	Log Van
21.	1GRAA06295B701017	2005	Great Dane	Log Van
22.	1UYVS25355U489611	2005	Utility	Reefer
23.	1GRAA06226B702379	2006	Great Dane	Log Van
24.	1GRAA06286B701527	2006	Great Dane	Log Van
25.	1GRAA062X6B701528	2006	Great Dane	Log Van
26.	1GRAA06286B701530	2006	Great Dane	Log Van
27.	1GRAA06186B706288	2006	Great Dane	Trailer
28.	1GRAA06146B706286	2006	Great Dane	Trailer
29.	1GRAA06206B707516	2006	Great Dane	Log Van
30.	1GRAA06226B707520	2006	Great Dane	Log Van
31.	1GRAA06266B707519	2006	Great Dane	Log Van
32.	1GRAA06277T536596	2007	Great Dane	Log Van
33.	1GRAA06297T536597	2007	Great Dane	Log Van
34.	1GRAA06207T536598	2007	Great Dane	Log Van
35.	1GRAA06257T536600	2007	Great Dane	Log Van
36.	1GRAA06207T536603	2007	Great Dane	Log Van
37.	1GRAA06247T536605	2007	Great Dane	Log Van
38.	1GRAA06217T536612	2007	Great Dane	Log Van
39.	1DW1A53247B974679	2007	Stoughton	Dry Van
40.	1GRAA062X8W703324	2008	Great Dane	Reefer
41.	1GRAA0629AW702705	2010	Great Dane	Reefer
42.	1GRAA0620AW702706	2010	Great Dane	Reefer
43.	1GRAA062X8W702707	2008	Great Dane	Reefer
44.	1GRAA0626BW703165	2011	Great Dane	Reefer
45.	1GRAA0620BW703162	2011	Great Dane	Reefer
46.	1GRAA0622BW703163	2011	Great Dane	Reefer
47.	1GRAA0624BW703164	2011	Great Dane	Reefer
48.	1JJV532D9DL783954	2013	Wabash	Log Van
49.	1JJV532D0DL783955	2013	Wabash	Log Van

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	Serial Number	Year	Make	Model
50.	1JJV532D2DL783956	2013	Wabash	Log Van
51.	1JJV532D6DL783958	2013	Wabash	Log Van
52.	1GRAA0623ET590488	2014	Great Dane	Log Van
53.	1GRAA0621ET590490	2014	Great Dane	Log Van
54.	1GRAA0624EK236405	2014	Great Dane	Log Van
55.	1GRAA062XEK236411	2014	Great Dane	Log Van
56.	1GRAA0623FK243895	2015	Great Dane	Log Van
57.	1GRAA0627FK243897	2015	Great Dane	Log Van
58.	1UYVS2535GP540901	2016	Great Dane	Log Van
59.	1UYVS2537GP540902	2016	Great Dane	Log Van
60.	1UYVS2539GP540903	2016	Great Dane	Log Van
61.	1UYVS2530GP540904	2016	Great Dane	Log Van
62.	1GRAA0625HB700578	2017	Great Dane	Log Van
63.	1GRAA0627HB700579	2017	Great Dane	Log Van
64.	1GRAA0623HB700580	2017	Great Dane	Log Van
65.	1GR1A0624MW234371	2021	Great Dane	Reefer
66.	1GR1A0626MW234372	2021	Great Dane	Reefer
67.	1GR1A0628MW234373	2021	Great Dane	Reefer
68.	1GRAA06272W026210	2002	Great Dane	Reefer
69.	1UYVS3533H2108909	2017	Utility	Semi-Trailer
70.	1UYVS3537H2108914	2017	Utility	Semi-Trailer
71.	1UYVS3538H2108906	2017	Utility	Semi-Trailer
72.	1UYVS353XH2108907	2017	Utility	Semi-Trailer
73.	1UYVS3536H2108905	2017	Utility	Semi-Trailer
74.	1UYVS3533H2108912	2017	Utility	Semi-Trailer
75.	1UYVS3531H2108908	2017	Utility	Semi-Trailer
76.	1UYVS353XH2108910	2017	Utility	Semi-Trailer
77.	1UYVS353H2108913	2017	Utility	Semi-Trailer
78.	1UYVS353H2108903	2017	Utility	Semi-Trailer
79.	3H3V533C2MT714013	2021	Hyundai	Carrier Trailer
80.	3H3V533C6MT714015	2021	Hyundai	Carrier Trailer
81.	3H3V533K4NJ832004	2022	Hyundai	Carrier Trailer
82.	3H3V533K6NJ832005	2022	Hyundai	Carrier Trailer
83.	1GR1A0631MW220808	2021	Great Dane	Carrier Trailer
84.	2SHSR5330NS000440	2022	Vanguard	Carrier Trailer
85.	49486	2013	Toyota	Forklift 8FGCU25
86.	DW44JZ604816	2006	John Deere	Loader 444J
87.	1GTEC14C77Z653079	2007	GMC	Sierra Pickup
88.	1XK0DU9X68J223134	2008	Kenworth	T800
89.	1XKDD48XX6J155743	2006	Kenworth	T800
90.	3HSDJAPR9EN784522	2014	International	Prostar
91.	4V4NC9EFX9N267830	2009	Volvo	VNL430
92.	4V4NC9EF98N494568	2008	Volvo	VNL430
93.	1XKYDP9X2GJ980131	2016	Kenworth	T680
94.	1XKYDP9X4GJ980132	2016	Kenworth	T680
95.	1XKYDP9X6GJ980133	2016	Kenworth	T680
96.	1XKYDP9X4GJ984097	2016	Kenworth	T680
97.	1XKYDP9X6GJ984098	2016	Kenworth	T680
98.	1XKYDP9X8GJ984099	2016	Kenworth	T680
99.	1GRAA06285B701011	2005	Great Dane	Log Van
100.	1UYVZ2534H3997207	2017	Great Dane	Log Van

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THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

Ryan E. Algar
Barrister and Solicitor

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This Forbearance Agreement made effective the 31st day of October, 2025 (the "**Effective Date**")

BETWEEN:

TORONTO-DOMINION BANK

(the "**Bank**"),

- and –

CUSTOM TRANSPORT LTD.

(the "**Borrower**")

- and –

10209490 MANITOBA LTD.

("**102 MB Ltd.**")

- and –

KULWINDER SINGH CHAHAL

("**Chahal**")

(102 MB Ltd. And Chahal, collectively, the "**Guarantors**")

(the Borrower and the Guarantors, collectively, the "**Obligors**")

FORBEARANCE AGREEMENT

WHEREAS:

A. The Borrower and 102 MB Ltd. are corporations incorporated pursuant to the laws of Manitoba;

B. Chahal is an individual residing in Manitoba and is the sole director and officer of the Borrower and of 102 MB Ltd.

C. Pursuant to certain loan commitments between the Borrower and the Bank described in an agreement dated November 6, 2024 (collectively the "**Loans**") the

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Borrower is directly indebted to the Bank in the sum of $573,132.47 as at October 27, 2025, calculated as follows:

Facility	Outstanding amount	Interest rate per annum
Operating Line	$563,102.57	Prime plus 1.75%
VISA ending 0655	$10,029.90	19.99%
TOTAL	**$573,132.47**	

as well as interest from and after October 27, 2025 until payment in full, plus any increase to utilization of the VISA, plus interest, legal fees and disbursements incurred by the Bank in administration and enforcement of the Loans and its Security (as defined herein), it being agreed and acknowledged that such rates and amounts vary in accordance with the terms of the Loans (the "**Debt**");

D. As security for repayment to the Bank of the Loans the Borrower has granted the Bank the security described in **Schedule "A"** (the "**Borrower Security**");

E. In consideration of the Loans and as security for repayment thereof, 102 MB Ltd. provided a written guarantee dated December 11, 2024, whereby it guaranteed payment to the Bank of all present and future debts and liabilities of the Borrower related to the Loans without limit, plus interest from the date of demand at the interest rate of the respective loan, plus all costs and expenses incurred by the Bank in enforcing the guarantees (the "**102 Guarantee**");

F. As security for repayment to the Bank of the Loans and in support of the 102 Guarantee, 102 MB Ltd. has granted the Bank the security described in **Schedule "B"** (the "**102 Security**");

G. In consideration of the Loans and as security for repayment thereof, Chahal provided a written guarantee dated December 11, 2024, whereby he guaranteed payment to the Bank of all present and future debts and liabilities of the Borrower related to the Loans without limit, plus interest from the date of demand at the interest rate of the respective loan, plus all costs and expenses incurred by the Bank in enforcing the guarantees (the "**Chahal Guarantee**");

H. The Borrower is in default under the terms of the Loans (the "**Default**") and has failed to remedy same;

I. On September 8, 2025, the Bank demanded payment from the Obligors and delivered Notices of Intention to Enforce Security Pursuant to section 244 of the *Bankruptcy and Insolvency Act* ("**BIA**") on the Borrower and 102 MB Ltd.;

J. The Obligors are presently in default of their covenants and other obligations to the Bank under the Loans, Guarantees, and Security (collectively the "**Obligations**");

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K. The Obligors have requested that the Bank forbear from immediate enforcement of the Obligations, to provide the Obligors with additional time to pay out the Debt in full;

L. The Bank has agreed, subject to the terms and conditions in this Forbearance Agreement, to forbear from immediate enforcement of the Obligations;

M. The parties consider it to be in their best interests to enter into this Forbearance Agreement in order to confirm the terms and conditions upon which the Bank has agreed to forbear from immediate enforcement of the Obligations;

N. This paragraph and the preceding paragraphs "A" to "M" are collectively referred to as the "**Recitals**".

NOW THEREFORE THIS FORBEARANCE AGREEMENT WITNESS THAT, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Obligors agree as follows:

ACKNOWLEDGEMENT

1. The Obligors and each of them acknowledge, represent and warrant to the Bank that the Recitals to this Forbearance Agreement are accurate and complete in every respect and form an integral part of this Forbearance Agreement.

2. The Obligors and each of them hereby agree and acknowledge the Debt is currently outstanding and owing to the Bank by the Obligors (including such additional amounts as may form part of the Debt in the future pursuant to the Loans and/or this Forbearance Agreement or otherwise) pursuant to the Obligations without any right or claim of set-off or any similar right or claim against the Bank by the Obligors in connection with the Obligations.

3. The Obligors and each of them hereby agree and acknowledge that each of the documents documenting the Debt and the Obligations, was duly and validly executed, as at the date appearing on the face of each such document by the Obligors.

4. The Obligors and each of them hereby agree and acknowledge that the Loans and the Debt are a valid and enforceable obligation owed by the Obligors to the Bank and are enforceable by the Bank and in full force and effect in accordance with the terms thereof.

5. The Obligors and each of them hereby agree and acknowledge the Default, and that the Bank was entitled to make demand under the Loans and the Guarantees and to serve Notices of Intention to Enforce Security under the BIA.

6. The Obligors and each of them agree and acknowledge that the Obligations are valid, enforceable and in full force and effect in accordance with the terms thereof.

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7. The Obligors and each of them agree and acknowledge that they are liable under the terms of the Obligations and are liable to pay the Debt and/or other obligations according to the terms of the Obligations.

8. The Obligors and each of them covenant agree and acknowledge they have no claims of any kind against the Bank, and the Obligors release the Bank from any and all claims which may exist with respect to the Obligations.

9. The Obligors hereby waive and agree not to assert or cause to be asserted any defences or rights with respect to the legal effect of the Obligations.

10. The Obligors acknowledge and agree that they shall not take any proceedings under the BIA or the *Companies' Creditors Arrangement Act* (or any other proceedings in which a stay of proceedings against creditors may be ordered) without the consent of the Bank in advance which would have the effect of delaying or staying the Bank's right to immediately enforce the Security.

FORBEARANCE

11. The Obligors hereby acknowledge that each has requested of the Bank, and the Bank has agreed (upon the terms and conditions contained and more particularly described in this Forbearance Agreement), to forbear from the immediate enforcement of the rights of the Bank under the Obligations.

12. The Bank agrees that it will not proceed to take further steps to recover payment of the Debt, or to enforce its Security until after 11:59 p.m. local time on April 30, 2026 (the "**Forbearance Term**"), provided that all the terms and conditions of this Forbearance Agreement are complied with.

FINANCIAL TERMS AND OBLIGATIONS DURING FORBEARANCE TERM

13. The Obligors agree that they shall be liable for all costs reasonably incurred and to be incurred by the Bank respecting enforcement of its Security and proceedings under the Obligations, including the costs of negotiation, preparation and completion of this Forbearance Agreement, including legal fees on a solicitor and own client basis (the "**Costs**").

14. The Bank shall have the right to pay the Costs and add such Costs to the Debt.

15. During the Forbearance Term, the Obligors shall make the following minimum payments under the Loans:

    (a) $100,000.00 per month for six months, to be paid on the last day of each month commencing October 31, 2025; and

    (b) The balance of the Debt, inclusive of all interest, Costs, and fees, in an amount to be confirmed by the Bank, by no later than the end of the Forbearance Term.

    All payments shall reduce the credit limits of the Loans in like amount upon receipt.

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16. By no later than November 10, 2025:

(a) the Borrower and 102 MB Ltd. will provide:

(i) documentary confirmation satisfactory to the Bank (including the most updated notice of assessment and proof of payment) that they are up to date with all filings and reporting to Canada Revenue Agency with respect to all statutory remittances, including, without limitation, source deductions, GST, and RST, and further to same, will provide proof to the Bank of having made the filings, reporting, and that any outstanding balance related thereto has been paid;

(ii) a detailed listing of equipment owned and financed by each of them, including equipment description, serial numbers, whether financed or owned free and clear, and where financed, information about the financing company, financing amount, and remaining balance owing for each piece of equipment; and

(iii) Aged accounts receivable listing; and

(b) Chahal will provide a fully completed and executed net worth statement in the Bank's standard form.

17. By no later than December 15, 2025, the Borrower and 102 MB Ltd. will provide individual in-house year-to-date and year-over-year financial statements (balance sheet, income statement, cashflow statement).

18. For certainty, the requirement at paragraph 17 of this Forbearance Agreement is in addition to, and not in substitution for, the Annual Reporting Covenants required pursuant to the Loans.

19. The Obligors shall pay an annual review fee of $5,000.00 to the Bank, which amount shall be payable to the Bank by no later than October 31, 2025, and earned on completion of the Bank's annual review of the Borrower or January 31, 2026, whichever is earlier.

20. In consideration of the agreements and terms set out in this Forbearance Agreement, the Obligors shall pay to the Bank a forbearance fee in the amount of $25,000.00 (the "**Forbearance Fee**"). The Forbearance Fee will be fully earned as of the Effective Date of this Agreement, and paid as follows:

(a) $12,500.00 to be paid by no later than October 31, 2025;

(b) $2,500.00 to be paid on the last day of each of November 2025 to March 2026 inclusive, and paid at the same time and in the same manner as the payment at paragraph 16(a) above; and

(c) In the event the Debt is being paid out early, the reaming balance of the Forbearance Fee will be added to the payout.

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21. All payments made by the Obligors pursuant to this Forbearance Agreement shall be paid from the trust account of their lawyers, A&M Lawyers Professional Corporation, to the trust account to the Bank's lawyers, Fillmore Riley LLP. Said payments will be deemed to have been made by their due date so long as the Obligor's lawyer provides written confirmation that they are in receipt of the payment amount by no later than the due date of said payment, and then delivers the payment amount to the Bank's lawyers promptly thereafter (and in all events within fifteen days of the due date);

22. By no later than the end of the Forbearance Term, the Obligors shall pay the entirety of the Debt, including the Forbearance Fee and all accrued interest and Costs, and along with any final payment, the Obligors shall provide updated confirmation of the filings, reporting, and payment of outstanding amounts described at paragraph 16(a)(i) of this Forbearance Agreement. Upon final payment, the Loans will be closed.

ADDITIONAL OBLIGATIONS

23. The Obligors further acknowledge, covenant, and agree that:

(a) They shall pay or remit in accordance with legal requirements:

(i) any statutory deemed trust amounts in favour of the Crown in Right of Canada or any Province thereof which are required to be deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan and income tax;

(ii) amounts payable in respect of employment insurance, Canada Pension Plan and Workers' Compensation, and any other sums payable to the Crown in Right of Canada or any Province thereof;

(iii) to the extent applicable, all goods and services or sales tax payable to the Crown in Right of Canada or to any Province thereof; and

(iv) any amount payable to the Crown in Right of Canada or any Province thereof, or any political subdivision thereof in respect of any municipal realty, municipal business, or other taxes, assessments or levies of any kind or nature.

(b) They shall keep current any other obligations of the Obligors which would be paid in an insolvency proceeding in priority to the Security;

(c) There will be no excesses or overdrafts on any of the Loans;

(d) They shall give the Bank prompt written notice of the occurrence of any event which could adversely affect or impair the ability of the Bank to collect upon the Debt, to realize upon the Obligations, or which may result in a material adverse effect upon the business operations or financial position of the Obligors;

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(e) The Borrower shall maintain all deposit accounts solely with the Bank, and all accounts receivable and other revenue, payments, and cash resources of the Borrower shall be deposited to the Borrower's accounts with the Bank immediately upon receipt;

(f) The Obligors shall not grant any additional security, interest or charges to any other party without the consent in writing of the Bank (save and except as may be necessary to obtain financing for the purposes of paying out the Debt to the Bank in full);

(g) No changes in ownership of the Obligors shall be made without the prior written approval of the Bank, which approval shall not be unreasonably withheld;

(h) No sale or transfer of material assets or money by the Obligors shall be made without the prior written approval of the Bank, and any proposal or plan for liquidating or selling assets will be presented to the Bank and subject to the Bank's approval;

(i) No payment or advance of shareholder loans, dividends, capital injections or intercompany debt shall be made without the prior written approval of the Bank;

(j) No additional debt outside the ordinary course of business is to be incurred by the Obligors without the prior written approval of the Bank;

(k) In addition to the obligations above, the Obligors shall promptly provide further and updated financial information or reporting reasonably requested by the Bank.

CONSENT TO JUDGMENT AND CONSENT RECEIVERSHIP ORDER

24. As consideration for this Forbearance Agreement, the Obligors agree to execute or have their counsel execute a Consent to Judgment in an action to be commenced, substantially in the form attached hereto as **Schedule "C"** to be held in trust by counsel for the Bank and not to be filed in court or otherwise used unless the Forbearance Agreement has expired or been terminated pursuant to the terms hereof without payment in full, and to be returned or destroyed upon full performance by the Obligors of all of their obligations under this Forbearance Agreement.

25. As consideration for this Forbearance Agreement, the Obligors agree to execute, or have their counsel execute a Consent to Receivership Order, substantially in the form attached hereto as **Schedule "D"** to be held in trust by counsel for the Bank and not to be filed in court or otherwise used unless the Forbearance Agreement has expired or been terminated pursuant to the terms hereof, and to be returned or destroyed upon full performance by the Obligors of all of their obligations under this Forbearance Agreement.

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TERMINATION

26. In the event of termination of this Forbearance Agreement for any of the reasons as set out below or upon expiry of the Forbearance Term in the absence of payment of the Debt in full, the Obligors agree and consent that the Bank may immediately proceed to take such steps as it deems necessary to recover payment of the Debt, including enforcement of the Obligations, the Consent to Judgment as described at paragraph 24, and the Consent to Receiver as described at paragraph 25, subject to applicable law.

27. The Bank may terminate this Forbearance Agreement on 5 business days' written notice to the Obligors sent in accordance with paragraph 36 of this Forbearance Agreement, and containing particulars of the default alleged, in the event that:

    (a) The Obligors or any of them fail to observe or perform any obligation, covenant, term, provision or condition contained in this Forbearance Agreement or in the Loans, Guarantees, or Security;

    (b) The Bank, in its sole discretion, determines that there has been further deterioration in the existing default of its financial covenants or a new default such that the Bank deems the Security to be in jeopardy;

    (c) In the sole opinion of the Bank there has or will be a material adverse change in any of the Obligors' financial position;

28. The Bank may terminate this Forbearance Agreement immediately upon written notice to the Obligors sent in accordance with paragraph 36 of this Forbearance Agreement, and containing particulars of the default alleged, in the event that:

    (a) The Obligors or any of them are assigned into bankruptcy or take any proceedings for creditor protection under the BIA or any other statute;

    (b) Any creditor exercises any rights or takes any proceedings against the property, assets or undertaking of any of the Obligors;

    (c) The Obligors or any of them confirm they will not be remedying a default of a nature described in paragraph 27(a) of this Agreement.

AMENDMENT

29. Any amendment to this Forbearance Agreement must be made in writing or it shall have no force or effect. There are no representations, warranties or collateral agreements in effect among the Bank or the Obligors.

BINDING

30. Each Obligor hereby expressly represents and warrants to the Bank that it has full power and authority to enter into and perform its obligations hereunder.

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31. The Obligors agree that all of the rights and remedies of the Bank hereunder and under any agreement delivered pursuant hereto are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude any other right or remedy allowed to the Bank hereunder or any agreement delivered pursuant hereto, or under the Loans, Guarantees, and Security, except as specifically set out herein. The parties also agree that all rights and remedies of the Bank may be exercised concurrently.

32. This Forbearance Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.

33. The parties acknowledge hereto and agree that they have entered into this Forbearance Agreement freely, having had the opportunity to obtain independent legal advice. The parties agree that time shall be of the essence of this Forbearance Agreement.

COUNTERPARTS

34. This Forbearance Agreement may be signed in counterparts and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date first written above.

WAIVER AND RELEASE

35. The Obligors:

(a) acknowledge and confirm that the agreement of the Bank, reflected by this Forbearance Agreement and by any negotiations and discussions, is in no way a novation, waiver, or accord and satisfaction with respect to the Bank's rights or benefits as specified in the Obligations. Specifically, the Obligors acknowledge that (i) the Obligations remain unchanged, and this Forbearance Agreement shall not constitute an amendment, waiver or release with respect to any provision of any Obligation, (ii) the Bank has not provided a waiver, consent, release, indulgence or grant of renewal, nor has the Bank acknowledged, condoned or permitted any default on the part of any Obligor, except as provided by the provisions of this Forbearance Agreement and all of the rights and remedies of the Bank are specifically confirmed as remaining in full force and effect;

(b) acknowledge and agree that the administration by the Bank of the Obligations and the actions of the Bank in entering into this Forbearance Agreement, have been lawful in all respects;

(c) waive and agree not to assert or cause to be asserted, and are hereby estopped from asserting or causing to be asserted, any defences, rights or claims with respect to the administration by the Bank of the Obligations and/or the actions of the Bank in entering into this Forbearance Agreement;

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(d) hereby release and remise the Bank from any and all claims with respect to the administration of the Loans, the Debt, the Obligations, and the actions of the Bank in entering into this Forbearance Agreement; and

(e) hereby acknowledge and agree that each has entered into this Forbearance Agreement freely and without coercion or duress by the Bank or any of its officers or agents.

NOTICE

36. Any notice required to be given to any party hereunder may be given to that party by e-mail or delivery as follows:

As to the Bank:

Toronto-Dominion Bank
Attention: Mudasar Ahmad
Mudasar.Ahmad@td.com

With a copy to:

Fillmore Riley LLP
1700 - 360 Main Street
Winnipeg, MB R3C 3Z3
Attention: Kalev A. Anniko
kanniko@fillmoreriley.com

As to the Obligors:

Custom Transport Ltd.
97 Massalia Drive
Winnipeg, Manitoba R2P 1C7
Attention: Kulwinder Chahal
kchahal7327@gmail.com

With a copy to:

A&M Lawyers Professional Corporation
13-7050A Bramalea Road
Mississauga, Ontario L5S 1T1
Attention: Marryam Singh
marryam@amlawyers.ca

FURTHER ASSURANCES

37. The parties hereby agree that they shall execute such further documents, deeds, assurances, including any amendments to all or any of the Obligations, and that they will do all such acts as may be reasonably required to fully implement the intent of this Forbearance Agreement.

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NO WAIVER

38. No condoning, excusing or waiver by any party of any default, breach or non-observance by another party at any time or times with respect to any covenants or provisos contained in this Forbearance Agreement shall constitute a waiver by that party of its rights to act upon such or further default, breach or non-observance.

GOVERNING LAW

39. This Forbearance Agreement shall be governed by and construed in accordance with the laws of Manitoba and the federal laws of Canada applicable therein. Each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of Manitoba.

SEVERABILITY

40. If any provision of this Forbearance Agreement shall be deemed or determined by any court to be invalid or void, the remaining provisions shall remain in full force and effect.

Signed this as of the Effective Date, above, by:

TORONTO-DOMINION BANK

Per: _____
Name:
Office:

Per: _____
Name:
Office:

"We have authority to bind the Bank"

CUSTOM TRANSPORT LTD.

Per: Kulwinder Singh
Name: Kulwinder Chahal
Office: Director

"I have authority to bind the Corporation"

10209490 MANITOBA LTD.

Per: Kulwinder Singh
Name: Kulwinder Chahal
Office: Director

"I have authority to bind the Corporation"

KULWINDER SINGH CHAHAL

Kulwinder Singh

Witness: _____

Name: Hetal Chaudhari
Address: 28.25 Churchill Dr.
WPG MB R3X 0A9

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SCHEDULE "A"

Security Granted by the Borrower

1. General Security Agreement dated December 11, 2024

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SCHEDULE "B"

Security Granted by 102 MB Ltd.

1. General Security Agreement dated December 11, 2024

Original Court Copy

SCHEDULE "C"

File No.

THE KING'S BENCH
Winnipeg Centre

BETWEEN:

TORONTO-DOMINION BANK,

Plaintiff,

- and -

CUSTOM TRANSPORT LTD., 10209490 MANITOBA LTD., and KULWINDER SINGH CHAHAL

Defendants.

CONSENT TO JUDGMENT

FILLMORE RILEY LLP
Barristers, Solicitors & Trademark agents
1700 - 360 Main Street
Winnipeg, Manitoba R3C 3Z3

Telephone: 204-957-8308
Facsimile: 204-954-0308

KALEV A. ANNIKO
File No. 410866-24/KAA

Original Court Copy

File No.

THE KING'S BENCH
Winnipeg Centre

BETWEEN:

TORONTO-DOMINION BANK,

Plaintiff,

- and -

CUSTOM TRANSPORT LTD., 10209490 MANITOBA LTD., and KULWINDER SINGH CHAHAL

Defendants.

CONSENT TO JUDGMENT

The defendants, Custom Transport Ltd., 10209490 Manitoba Ltd., and Kulwinder Singh Chahal hereby consent to the following in an action to be commenced, with respect to debts owing by Custom Transport to the plaintiff pursuant to a Loan agreement dated November 6, 2024, the guarantee of said obligations 10209490 Manitoba Ltd. and Kulwinder Singh Chahal pursuant to guarantees dated December 11, 2024, and further amounts agreed to be owing between the defendants in furtherance of the plaintiff's efforts to enforce such obligations:

1. to waive service of the statement of claim on the defendants, Custom Transport Ltd., 10209490 Manitoba Ltd., and Kulwinder Singh Chahal;

2. to judgment being entered against them as follows:
    a. as against Custom Transport Ltd., 10209490 Manitoba Ltd., and Kulwinder Singh Chahal, jointly and severally:
        i. the sum of $573,132.47, plus interest from and after October 27, 2025, at the plaintiff's prime rate of interest from time to time in effect ("Prime") plus 1.75% per annum;

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ii. The sum of $10,029.90 plus interest from and after October 27, 2025, at 19.99% per annum;

iii. The sum of $25,000.00 plus interest from and after October 27, 2025, at Prime plus 1.75% per annum;

iv. Costs on a solicitor-client basis;

v. Less credit for any payments made after October 27, 2025; and

3. to having judgment entered against each of the defendants immediately upon the filing of this consent.

DATED the 29 day of October, 2025

A&M Lawyers Professional Corporation

Per: **Marryam Singh**

Counsel to Custom Transport Ltd.,
10209490 Manitoba Ltd., and
Kulwinder Singh Chahal

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SCHEDULE "D"

File No. CI

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. 280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

CONSENT TO RECEIVERSHIP ORDER

FILLMORE RILEY LLP
Barristers, Solicitors & Trademark agents
1700 - 360 Main Street
Winnipeg, Manitoba R3C 3Z3

Telephone: 204-957-8308
Facsimile: 204-954-0308

KALEV A. ANNIKO
File No. 410866-24/KAA

Original Court Copy

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. 280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

CONSENT TO RECEIVERSHIP ORDER

Custom Transport Ltd. and 10209490 Manitoba Ltd. hereby consent to a court order appointing a receiver or receiver and manager of all of their property, assets, and undertaking in form and content substantially as set out in Schedule "1" attached hereto.

DATED the 29 day of October, 2025

A&M Lawyers Professional Corporation

Per: **Marryam Singh**

Counsel to Custom Transport Ltd. and
10209490 Manitoba Ltd.

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SCHEDULE "1"

File No. CI

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

ORDER
(Appointing Receiver)

FILLMORE RILEY LLP
Barristers, Solicitors & Trademark agents
1700 - 360 Main Street
Winnipeg, Manitoba R3C 3Z3

Telephone: 204-957-8308
Facsimile: 204-954-0308

KALEV A. ANNIKO
File No. 410866-24/KAA

Original Court Copy

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 55 of *The Court of King's Bench Act*, C.C.S.M., c. C280 ("**KBA**"), appointing _____ as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Custom Transport Ltd. and 10209490 Manitoba Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of _____ affirmed _____ and on hearing the submissions of counsel for the applicant, and counsel for the respondents, no one appearing for any other interest party although duly served as appears from the affidavit of service of _____ affirmed _____, and on reading the consent of _____ to act as the Receiver, the Debtors consenting to this Receivership Order:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

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APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 55 of the KBA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

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(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $_____, provided that the aggregate consideration for all such transactions does not exceed $_____; and

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(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), shall not be required.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to assign the Debtors into bankruptcy pursuant to the BIA;

(s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(t) to retain for the unexpired term, assign, surrender, renegotiate or terminate any lease or agreement related to the Property; and

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(u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper

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or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. "Regulatory Body" means a person or body that has powers, duties or

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functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

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LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances,

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statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list (**"Service List"**) containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph **[27]** herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

27. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at _____. Service shall be deemed valid and sufficient if sent in this manner.

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GENERAL

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

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

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

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

32. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order; provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor-client basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

[DATE]

_____

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Custom Transport Ltd. and 10209490 Manitoba Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The King's Bench, Winnipeg Centre (the "**Court**") dated the ___ day of _____, 20__ (the **"Order"**) made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ***, ***.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 29 day of October, 2025

_____, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: Krlwinder singh

Name:

Title:

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THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~ _____

Ryan E. Algar
Barrister and Solicitor

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File No. CI

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. 280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

CONSENT TO RECEIVERSHIP ORDER

FILLMORE RILEY LLP
Barristers, Solicitors & Trademark agents
1700 - 360 Main Street
Winnipeg, Manitoba R3C 3Z3

Telephone: 204-957-8308
Facsimile: 204-954-0308

KALEV A. ANNIKO
File No. 410866-24/KAA

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THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. 280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

CONSENT TO RECEIVERSHIP ORDER

Custom Transport Ltd. and 10209490 Manitoba Ltd. hereby consent to a court order appointing a receiver or receiver and manager of all of their property, assets, and undertaking in form and content substantially as set out in Schedule "1" attached hereto.

DATED the 30 day of October, 2025

A&M Lawyers Professional Corporation

Per: **Marryam Singh**

Counsel to Custom Transport Ltd. and
10209490 Manitoba Ltd.

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SCHEDULE "1"

File No. CI

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

ORDER
(Appointing Receiver)

FILLMORE RILEY LLP
Barristers, Solicitors & Trademark agents
1700 - 360 Main Street
Winnipeg, Manitoba R3C 3Z3

Telephone: 204-957-8308
Facsimile: 204-954-0308

KALEV A. ANNIKO
File No. 410866-24/KAA

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THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

TORONTO-DOMINION BANK,

Applicant,

- and -

CUSTOM TRANSPORT LTD. and 10209490 MANITOBA LTD.

Respondents.

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 55 of *The Court of King's Bench Act*, C.C.S.M., c. C280 ("**KBA**"), appointing _____ as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Custom Transport Ltd. and 10209490 Manitoba Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of _____ affirmed _____ and on hearing the submissions of counsel for the applicant, and counsel for the respondents, no one appearing for any other interest party although duly served as appears from the affidavit of service of _____ affirmed _____, and on reading the consent of _____ to act as the Receiver, the Debtors consenting to this Receivership Order:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

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APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 55 of the KBA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

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(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $_____, provided that the aggregate consideration for all such transactions does not exceed $_____; and

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(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), shall not be required.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to assign the Debtors into bankruptcy pursuant to the BIA;

(s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(t) to retain for the unexpired term, assign, surrender, renegotiate or terminate any lease or agreement related to the Property; and

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(u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper

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or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. "Regulatory Body" means a person or body that has powers, duties or

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functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

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LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances,

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statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list (**"Service List"**) containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph **[27]** herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

27. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at _____. Service shall be deemed valid and sufficient if sent in this manner.

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GENERAL

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

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

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

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

32. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor-client basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

[DATE] 2025/10/29

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Custom Transport Ltd. and 10209490 Manitoba Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The King's Bench, Winnipeg Centre (the "**Court**") dated the ___ day of _____, 20__ (the **"Order"**) made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ***, ***.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 29 day of October, 2025

_____, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: Mukwinder Singh

Name:

Title:

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J

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THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~ _____

Ryan E. Algar
Barrister and Solicitor

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FillmoreRiley

December 5, 2025

KALEV A. ANNIKO
Direct Tel (204) 957-8308
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kanniko@fillmoreriley.com

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Tel (204) 956-2970 ext. 207
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Our File No: 410866-24/KAA
FRDOCS_17950236.1

VIA EMAIL

A&M Lawyers Professional Corporation
13-7050A Bramalea Road
Mississauga, Ontario L5S 1T1

Attention: Marryam Singh

Dear Ms. Singh:

Re: Toronto-Dominion Bank (the "Bank") and Custom Transport Ltd. et al ("Custom") – Reservation of Rights in re October 31, 2025 Forbearance Agreement (the "Forbearance Agreement")

As you know, we are counsel to the Bank with respect to the above-noted matter.

Further to our previous e-mail correspondence, we write to confirm that your client Custom is in default under numerous provisions of the Forbearance Agreement, including:

- Failure to make the November 30, 2025 payment of $100,000.00 under clause 15(a), for which payment has not been received and of which your office has not confirmed receipt under clause 21;
- Failure to make the November 30, 2025 Forbearance Fee payment of $2,500.00 under clause 20(b), for which payment has not been received and of which your office has not confirmed receipt under clause 21;
- Failure to provide documentary confirmation of statutory remittances by November 10, 2025, as more particularly described at clause 16(a)(i);
- Failure to provide a detailed equipment listing by November 10, 2025, as more particularly described at clause 16(a)(ii); and
- Failure to provide an aged accounts receivable listing by November 10, 2025, as more particularly described at clause 16(a)(iii);

These defaults are not acceptable to the Bank, and the Bank reserves its rights in respect of same, including its right to terminate the Forbearance Agreement as a result of said defaults.

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Please be advised that if Custom remains in default through December 11, 2025, we anticipate instructions to terminate the Forbearance Agreement, upon the termination of which the Bank will be free to proceed with its remedies.

Yours truly,

FILLMORE RILEY LLP

Per: 

KALEV A. ANNIKO

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K

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THIS IS EXHIBIT "K" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

Ryan E. Algar
Barrister and Solicitor

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Anniko, Kalev

From: Anniko, Kalev
Sent: Wednesday, December 31, 2025 9:13 AM
To: 'Marryam Singh'
Cc: Sukhpreet Dhillon
Subject: RE: Toronto- Dominion Bank (the "Bank") and Custom Transport Ltd. (the "Borrower") – Guarantee of 10209490 Manitoba Ltd. [FR-DOCS.FID1302004]

Importance: High

Marryam,

As you likely know, your client failed to make the November 30th payment, and failed to make same by December 23rd, as I understand was discussed directly between our clients. It now appears that the December 31 payment is also not being paid. I have not heard from you in over a month at this point, despite my repeated efforts. You can expect further correspondence to you and to your client directly in accordance with the terms of the Forbearance Agreement in very short order if this is not immediately resolved to the satisfaction of the Bank.

Kalev A. Anniko (he/him)

Fillmore Riley LLP 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada
T: (204) 957 8308 | F: (204) 954 0308 | kanniko@fillmoreriley.com

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From: Marryam Singh <Marryam@amlawyers.ca>
Sent: Saturday, November 29, 2025 8:39 PM
To: Anniko, Kalev <kanniko@fillmoreriley.com>
Cc: Sukhpreet Dhillon <Sukhpreet@amlawyers.ca>
Subject: Re: Toronto- Dominion Bank (the "Bank") and Custom Transport Ltd. (the "Borrower") – Guarantee of 10209490 Manitoba Ltd. [FR-DOCS.FID1302004]

Hello Kalev,

The documents were mailed by my office.

Sukhpreet, can you please confirm if the documents were sent out.

In regards to the next payment, I was confirming with my client but it appears he is out of country and I am waiting for the money to be transferred to my office so I can send it. I have attached proof of travel.

Regards,

Marryam Singh, B.A., LL.B., LL.M.
Managing Partner

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L

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THIS IS EXHIBIT "L" REFERRED TO IN THE
AFFIDAVIT OF MUDASAR AHMAD, AFFIRMED
BEFORE ME AT THE CITY OF CALGARY, IN
THE PROVINCE OF ALBERTA,
THIS 13 DAY OF JANUARY, 2026

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

~~MY COMMISSION EXPIRES:~~

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FillmoreRiley

January 5, 2026

KALEV A. ANNIKO
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Direct Fax (204) 954-0308
kanniko@fillmoreriley.com

LEGAL ASSISTANT
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Our File No: 410866-24/KAA
FRDOCS_18039454.1

VIA EMAIL: kchahal732@gmail.com

Custom Transport Ltd.
97 Massalia Drive
Winnipeg, MB R2P 1C7

Attention: Kulwinder Singh Chahal

10209490 Manitoba Ltd.
97 Massalia Drive
Winnipeg, MB R2P 1C7

Attention: Kulwinder Chahal

Kulwinder Singh Chahal
97 Massalia Drive
Winnipeg, MB R2P 1C7

Dear sirs/mesdames:

Re: Toronto-Dominion Bank (the "Bank") and Custom Transport Ltd. (the "Borrower"); Forbearance Agreement Effective October 31, 2025, between the Bank, the Borrower, 10209490 Manitoba Ltd., and Kulwinder Singh Chahal (the "Forbearance Agreement")

We are counsel for the Bank.

Pursuant to the above-noted Forbearance Agreement, and on behalf of the Bank, we confirm the occurrence of the following Events of Default thereunder:

1. The Obligors (as that term is defined in the Forbearance Agreement) have failed to perform various obligations, covenants, terms, provisions, and conditions in the Forbearance Agreement, including:

    a. Failure to make payments of $100,000.00 on their due dates of November 30 and December 31, 2025, pursuant to paragraph 15(a) of the Forbearance Agreement;

    b. Failure to make payments of $2,500.00 on their due dates of November 30 and December 31, 2025, pursuant to paragraph 20(b) of the Forbearance Agreement; and,

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c. Failure to provide proof full documentation required pursuant to paragraph 16 of the Forbearance Agreement.

The above list is not necessarily exhaustive and the omission of an existing default from the above-list shall not be deemed to be a waiver or acceptance of said default.

Accordingly, on behalf of the Bank and in accordance with the terms of the Forbearance Agreement, we hereby give you notice of the Bank's decision to terminate the Forbearance Agreement, which termination shall take effect **January 12, 2026**.

The Bank reserves all of its rights under the Forbearance Agreement, the Obligations (as that term is defined in the Forbearance Agreement), at contract, and otherwise at law.

Yours truly,

FILLMORE RILEY LLP

Per: 

KALEV A. ANNIKO

c: A&M Lawyers Professional Corporation, attention: Marryam Singh (by email)

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