

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

NATIONAL BANK OF CANADA

Petitioner

and

1030931 B.C. LTD., MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER
GROUP INC., 1312230 B.C. LTD. doing business as LIQUOR 56, 1385161 B.C. LTD. and
1149075 B.C. LTD. doing business as BURNABY LIQUOR MART

Respondents

FIRST REPORT OF THE RECEIVER

ALVAREZ & MARSAL CANADA INC.

April 8, 2026

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1.0 INTRODUCTION

On March 10, 2026 (the “**Receivership Date**”), pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended, the Supreme Court of British Columbia (the “**Court**”) granted an order (the “**Receivership Order**”) appointing Alvarez & Marsal Canada Inc. as receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of 1030931 B.C. Ltd (“**103**”), including the real property with civic addresses of 17914 96 Avenue, Surrey, B.C. and 10198 Grace Road, Surrey, B.C. This matter is hereinafter referred to more generally as the “**103 Receivership Proceedings**”.

- 1.1 The Receivership Order deferred certain of the Receiver’s powers over: (i) Manney Transport Ltd. (“**MTL**”) and NCG National Container Group Inc. (“**NCG**”) to April 10, 2026; and (ii) 1312230 B.C. Ltd. (“**131**”), 1385161 B.C. Ltd. (“**138**”), and 1149075 B.C. Ltd. (“**114**”) to May 10, 2026. Collectively, 103, MTL, NCG, 131, 138, and 114, are hereinafter referred to generally as the “**Debtors**”.
- 1.2 The Debtors have served an application (the “**Application**”) seeking to vary the Receivership Order to further postpone the Receiver’s powers over MTL, NCG, 131, 138, and 114 to June 10, 2026.

2.0 PURPOSE OF REPORT

- 2.1 This is a special purpose report prepared by Receiver (the “**First Report**”) to provide this Honourable Court with information regarding proposals presented by the Debtors to A&M in respect of MTL and NCG and as referenced in the Application and supporting materials.

3.0 TERMS OF REFERENCE

- 3.1 In preparing this report, A&M has necessarily relied upon unaudited financial and other information provided by the Debtors, their agents and/or other third parties. Although this information has been subject to review, A&M has not conducted an audit or otherwise attempted to verify the information’s accuracy or completeness. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this report, or otherwise used to prepare this report.
- 3.2 All monetary amounts in the First Report are expressed in Canadian dollars unless stated otherwise.

4.0 MTL AND NCG PROPOSALS

4.1 On March 16, 2026, management of the Debtors (“**Management**”) submitted a proposal (the “**Original Proposal**”) to A&M to acquire the trade names and operating assets of MTL, NCG and Pacific Mountain Transport (“**PMT**”). Legal counsel for the Debtors confirmed that PMT was included in the Original Proposal as it owns three long-haul trucks which are leased to MTL, and the Petitioner holds a registered charge against PMT. The Original Proposal is appended to this First Report as **Appendix “A”**.

4.2 Though A&M has not been appointed as full Receiver of MTL and NCG at this time, National Bank of Canada (“**NBC**”) and Business Development Bank of Canada, in their capacity as senior secured creditors of the Debtors (the “**Secured Creditors**”), were supportive of A&M continuing discussions with Management to obtain further clarity regarding the proposed offers.

4.3 The Original Proposal included the following supporting documentation:

- a) an equipment schedule reflecting estimated total market value of \$2.4 million for the rolling stock and outstanding lease obligations of approximately \$300,000;
- b) an accounts receivable balance of \$1.1 million as at March 13, 2026;
- c) a list of payroll liabilities including outstanding source deductions owing to the Canada Revenue Agency (the “**CRA**”) totaling approximately \$280,000 for the period 2024 to March 2026 (the “**Payroll Trust Liabilities**”) and estimated unpaid payroll totaling \$113,000 for the period March 6 to 13, 2026; and
- d) a trade payable balance of \$2.0 million as at March 13, 2026.

The Original Proposal offered cash consideration of \$700,000, in addition to the immediate satisfaction of the Payroll Trust Liabilities and unpaid payroll.

4.4 A&M attended a call with Management on March 16, 2026, to discuss the Original Proposal and requested additional information, including support for the asset valuations, lease statements, a detailed aged accounts receivable ledger, and CRA account statements. Management provided additional materials on March 17, 2026, however, detailed CRA account statements were not provided for the Payroll Trust Liabilities.

4.5 On March 18, 2026, A&M presented the Original Proposal along with certain additional information to the Secured Creditors. The Secured Creditors posed questions including around the allocation of proceeds between asset categories (equipment vs. accounts receivable) and potential realizations from the real property in the 103 Receivership Proceedings.


- 4.6 On March 20, 2026, A&M was made aware that an unfiled Third Affidavit of Mr. Gagandeep Nahal dated March 9, 2026 (the “**Unfiled Third Affidavit**”) had been prepared, which included an aged accounts receivable ledger as at March 9, 2026 totaling approximately \$3.1 million. The Unfiled Third Affidavit is appended to this First Report as **Appendix “B”**.
- 4.7 In addition, the First Affidavit of Mr. Nahal dated March 4, 2026 (the “**First Affidavit**”) indicated a market value of the equipment of approximately \$4.6 million. When considered alongside the information contained in the Unfiled Third Affidavit, the asset values presented in these materials were significantly higher than those reflected in the Original Proposal, with equipment and accounts receivable value lower by approximately \$2.2 million and \$2.0 million, respectively.
- 4.8 On March 20, 2026, A&M communicated the above findings to Bennett Jones LLP (“**Bennett Jones**”), as counsel to the Debtors, and requested a reconciliation and/or explanation of the asset values. A&M held a follow-up call with Bennett Jones on March 24, 2026, to further discuss the matter further.
- 4.9 On March 26, 2026, Bennett Jones communicated in a phone call that the higher equipment valuation indicated in the First Affidavit was due to discussions between Management and a third party who was interested in purchasing the equipment at the higher value and that subsequent to the preparation of the First Affidavit, the third party withdrew from a potential transaction. Regarding the decline in the accounts receivables balance, Bennett Jones advised that Management focused on accelerated collection policies, revised payment terms, and recorded reconciling adjustments following the Receivership Date.
- 4.10 On the same date, Bennett Jones provided a Letter of Intent (the “**LOI**”) offering consideration of \$1.35 million and the assumption of certain liabilities, including the Payroll Trust Liabilities, unpaid payroll, equipment lease obligations, and trade payables. The LOI is appended to this First Report as **Appendix “C”**.
- 4.11 Following A&M’s and the Secured Creditors’ review of the LOI, between March 27 and 31, 2026, A&M requested the following information: (i) the composition and build-up of the \$1.35 million consideration, as well as a purchase price allocation between the various asset categories due to differing security priorities between the Secured Creditors; (ii) a detailed reconciliation of the accounts receivable values provided in the Unfiled Third Affidavit and the Original Proposal; (iii) confirmation that all outstanding source deductions due to CRA would be paid prior to a transaction closing; and (iv) clarification of the anticipated payout to NBC from the refinancing


of 131, 138, and/or 114 (the “**Liquor Stores**”) and remaining available funds, if any, to satisfy the remaining debt owing to the Secured Creditors.

- 4.12 On March 31 and April 1, 2026, Bennett Jones provided the following updates via email: (i) confirmation that the Payroll Trust Liabilities and unpaid payroll would be a closing payment; (ii) an increase to the purchase price to \$1.45 million, with \$1.0 million allocated to equipment and \$450,000 allocated to accounts receivable; and (ii) clarification that the accounts receivable value reported in the Unfiled Third Affidavit reflected the balance as at February 20, 2026 and that the majority of such balance has since been reduced through collections occurring between that date and the date of the Original Proposal. No explanation was provided with respect to sales activity during this same period that may increase accounts receivable.
- 4.13 As at the date of this First Report, certain requested information remains outstanding, including: (i) composition and build-up of the \$1.45 million of consideration offered to the Secured Creditors; (ii) a continuity schedule reconciling the accounts receivable balance presented in the Unfiled Third Affidavit to that reflected in the Original Proposal; (iii) detailed CRA account statements supporting the Payroll Trust Liabilities; and (iv) the anticipated payout to NBC from the refinancing related to the Liquor Stores.

All of which is respectfully submitted to this Honourable Court this 8th day of April 2026.

Alvarez & Marsal Canada Inc.,
in its capacity as court-appointed Receiver of
1030931 B.C. LTD and not in its personal capacity


Per: Anthony Tillman
Senior Vice President


Per: Vicki Chan
Vice President

Appendix A – Proposal dated March 16, 2026

Reply to: aman@alliancelawyers.ca
general@alliancelawyers.ca
anna@alliancelawyers.ca

March 16, 2026

VIA EMAIL: peter.rubin@blakes.com

Alvarez & Marsal Canada Inc.
c/o Blake, Cassels & Graydon LLP
Suite 3500 , The Stack
1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Mr. Peter Rubin, Counsel for the Receiver

Dear Mr. Rubin:

Re: In the Matter of the Receivership of Manney Transport Ltd., NCG National Container Group Inc., et al (Supreme Court of British Columbia, Vancouver Registry, No. S-261350)

COMPREHENSIVE ASSET PURCHASE PROPOSAL – MANNEY TRANSPORT LTD., NCG NATIONAL CONTAINER GROUP, AND PACIFIC MOUNTAIN TRANSPORT (PMT)

We act as legal counsel for the Respondents in the above-referenced proceeding. On behalf of our clients and a newly incorporated British Columbia company (the “Purchaser”), we hereby submit this comprehensive formal proposal to purchase the trade names and operating assets of Manney Transport Ltd., NCG National Container Group Inc. (NCG), and Pacific Mountain Transport (PMT).

1. Transaction Structure:

Reverse Vesting Order (RVO) The Purchaser proposes to acquire the business via a Reverse Vesting Order (RVO). This structure allows desired assets, including critical governmental transportation licenses, permits, and trade names, to remain within the existing corporate entities to ensure operational continuity. All unwanted historical or legacy liabilities will be vested out into a newly formed ResidualCo, allowing the Purchaser to acquire the cleansed debtor companies free and clear of encumbrances.



2. Purchase Price and Direct Consideration:

The Purchaser offers the following direct consideration to the estate:

- a) Cash Consideration: \$700,000 CAD payable on closing.
- b) CRA Trust Claims: The immediate satisfaction of \$390,000 in CRA payroll trust liabilities, which sit in priority to secured creditors.

3. Mitigation of Estate Liabilities and Cost Savings:

A primary benefit of this proposal is the immediate relief and cost savings it provides to the estate. By completing the contemplated buyout, the Purchaser saves the estate \$2,384,024 in priority obligations and operational liabilities that would otherwise remain payable by the Debtors if the buyout is not completed. These savings include:

- a) Relief of \$500,000 in Receiver's fees and borrowings, preserving the estate's remaining assets for other stakeholders.
- b) Assumption of \$907,024 in equipment and automobile lease obligations, which the Purchaser will continue, thereby protecting the estate from potential deficiency claims.
- c) Satisfaction of \$587,000 in operational arrears, including Ritchie Bros. (\$237,000), Insurance (\$300,000), and Transportation (\$50,000), which would otherwise burden the estate's liquidity.

4. Legal Justification under Soundair Factors:

This proposal satisfies the Soundair factors required for court approval of a receivership sale. It protects the livelihoods of 63 employees and 100 dependent operators, ensuring the Purchaser acts as the successor employer. This significantly mitigates the risk of the Receiver being found liable for termination or severance pay under provincial laws .

5. Interim Management and Transition Services:

Recognizing that the Receiver's full powers do not become effective until April 10, 2026, the Purchaser proposes an immediate Interim Management Agreement. This ensures the business remains a viable going concern during the transition and reduces the ongoing "keep the lights on" costs to the estate .

6. Compliance and Financial Certainty:

In satisfaction of Paragraph 6(c) of the Order, our clients are finalizing the Moveable Assets list for immediate delivery . This proposal is not subject to a financing contingency. Upon execution of a letter of intent, the Purchaser is prepared to place a 10% cash deposit into our firm's trust account as a gesture of good faith.

7. Validity:

This proposal remains open for acceptance until March 20, 2026. We believe this represents the highest and best recovery for the estate while simultaneously mitigating the significant social and financial costs associated with a total cessation of operations.

Yours truly,
Alliance Lawyers Oberoi Haban Malli LLP



Per: Aman Oberoi*

cc: client
encls.

Total Equipment (Value)	\$2,369,500.00
Accounts Receivable March 13, 2026	\$1,070,236.07
Payroll Liabilities (CRA)	\$390,553.99
Equipment Loans	\$285,687.11
Severance Payouts - approximately	\$1,800,000.00
Dependent Owner Operators Pay up until Feb 27, 2026	\$1,231,549.98
Accounts Payable Vendors March 13, 2026	\$2,000,674.61
UCIT - court ordered settlement remaining	\$70,000.00
Scotts Construction (Burnaby Office) - Court ordered settlement remaining	\$83,466.67
Richite Bros	\$237,000.00
Transportation and Admin Fees to move equipment	\$50,000.00
Insurance Cost	\$300,000.00
Reciever Fee ????	\$500,000.00
Car Loans	

Appendix B – Unfiled Third Affidavit of Mr. Gagandeep Nahal dated March 9, 2026

FORM 109 (Rule 22-2 (2) and (7))

This is the 3rd Affidavit
Of Gagandeep Nahal in this case and
was made on the 9th day of March, 2026
Affidavit has been sworn or affirmed by video conference

No. S-261350
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

Petitioner

AND:

1030931 B.C. LTD.,
MANNEY TRANSPORT LTD.,
NCG NATIONAL CONTAINER GROUP INC.,
1312230 B.C. LTD. dba LIQUOR 56,
138516 B.C. LTD. and 11490756 dba BURNABY LIQUOR MART

Respondents

AFFIDAVIT

I, Gagandeep Singh Nahal, a business person, c/o Reedman Law, #800a – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3, AFFIRM THAT:

1. I am a director of the Petition Respondents 1030931 B.C Ltd. ("**103**"), Manney Transport Ltd. ("**Manney**"), and NCG National Container Group Inc. ("**NCG**") in this matter and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based on information and belief, and where so stated I verily believe the same to be true
2. On March 4, 2026, I authorised the filing of a Response to Petition in these proceedings on behalf of myself (the "**Response to Petition**").
3. This, my Third Affidavit, supplements my first affidavit dated March 4, 2026 ("**First Affidavit**") and my second affidavit dated March 9, 2026 ("**Second Affidavit**") filed in support of these proceedings.

The Refinancing of the Liquor Businesses

- 4 The Respondents 1312230 B.C. Ltd ("**Liquor 56**"), 138516 B.C. LTD. and 11490756 B.C. Ltd. (together, "**Liquor 138**") operate two liquor store businesses (the "**Liquor Store businesses**").
- 5 The Respondents are in advanced stages of negotiations with Coast Capital for a refinancing that would result in the debt owed by the two Liquor Store Businesses to be repaid in full. Attached hereto and marked as **Exhibit "A"** is a true copy of the letter of intent from Coast Capital dated February 25, 2026 ("**LOI**").
- 6 Pursuant to clause 4 of the LOI, the initial set up fee has been paid on March 5, 2026, and I expect to receive a funding letter within the next 15 days, and with funds to be advanced two weeks thereafter.
- 7 The anticipated refinancing of the Liquor Store Businesses will result in the term loans advanced by the Petitioner to Liquor 56 and Liquor 138 being repaid in full, and the discharge of the property taxes due in respect of the Grace Road Property.

Sale and/or refinancing of the Equipment

8. As outlined at paragraphs 10 and 11 of my First Affidavit, the Respondents own equipment with a market value of approximately \$4,638,000.
9. On or about March 9, 2026, Manney Group sold 32 chassis to Truckworld Sales Inc. ("**Truckworld**") for a total value of \$1,047,900. The sale is expected to close within 14 days, subject to the execution of PPSA releases. Attached hereto and marked as **Exhibit "B"** are true copies of the bills of sale for the chassis sold by Manney to Truckworld, dated March 9, 2026.
10. Manney Group has been in discussions with Stride Transport Ltd. and Truckworld for the sale and purchase of a further 28 chassis, with an estimated realisable value of \$700,000. The sale of these assets is expected to close within three to four weeks, subject to the execution of PPSA releases.
11. I anticipate that an offer letter from Stride Transport Ltd. for the 28 chassis will be received by close of business on March 10, 2026.
12. The proceeds of sale of the equipment and/or the refinancing will be used to discharge (in part), the debt owed to the Petitioner.

Ongoing efforts for the refinancing or sale of the Properties

13. The Respondents have engaged the expertise of Colliers to advise the Respondents on marketing strategy and to market and sell the Properties.
14. Colliers have received an offer on the property at 17914 96 Avenue, Surrey, BC (PID: 004-608-038) (the "**96 Avenue Property**"), at an offer price of \$6,500,000. Attached hereto and marked as **Exhibit "C"** is a true copy of the Contract of Purchase and Sale for the 96 Avenue Property, dated March 9, 2026.

15. The sale of the 96 Avenue Property is due to close within 4 months of the offer date (i.e. by July 2026), with the full amount of the net sale proceeds (after costs of sale) to be remitted to the Petitioner.

Accounts Receivable

16. Manney has an accounts receivable ledger of \$3,053,134.73 as of March 9, 2026. While there are some accounts with debts more than 30-60 days overdue, some \$2,234,718.06 of the accounts receivable remains current and Manney does not anticipate any substantive issues in collecting these debts in the usual course and within the time prescribed.
17. Attached hereto and marked as Exhibit "D" is a true copy of the accounts receivable ledger as at March 9, 2026.

Interim Paydown

18. The Group has already offered the Petitioner an immediate paydown of \$400,000 if an extension of time can be granted to the Respondents before the appointment of a receiver takes effect. This interim paydown can be increased to \$450,000.

Additional collateral available to the Petitioner

19. In support of the Group's determination to resolve the issues with the Petitioner and to repay its debt in full, certain individuals connected with the Group have offered to provide additional security over properties. These include the following:
20. A charge over the property at 2960 Evergreen Street, Abbotsford, BC (the "Evergreen Property") owned by Mandeep Singh Nahal and Parmjit Kaur Nahal. This property has an assessed value as at July 1, 2025 of \$2,008,000, and an outstanding mortgage of \$1,515,446.31 as at March 9, 2026. Attached hereto and marked as Exhibits "E" and "F" are true copies of: the 2026 BC Assessment and the title of the Evergreen Property and the mortgage statement for the Brooks Property dated December 31, 2025.
21. A charge over the property at 46610 Brooks Avenue, Chilliwack, BC (the "Brooks Property") owned by Mandeep Singh Nahal and Parmjit Kaur Nahal. This property has an assessed value as at July 1, 2025 of \$1,065,000, and an outstanding mortgage of \$690,348.74 as at March 9, 2026. Attached hereto and marked as Exhibits "G" and "H" are true copies of: the 2026 BC Assessment and the title of the Brooks Property and the mortgage statement for the Brooks Property dated December 31, 2025.
22. A charge over the property at 2896 Upland Crescent, Abbotsford, BC (the "Upland Property") owned by 1322430 B.C Ltd. This property has an assessed value as at July 1, 2025 of \$1,439,000, and an outstanding mortgage of \$1,219,922.12 as at March 9, 2026. Attached hereto and marked as Exhibits "I" and "J" are true copies of: the 2026 BC Assessment and the title of the Upland Property and the mortgage statement for the Brooks Property dated December 31, 2025.
23. Simran Kahlon, Manney's Chief Financial Officer, and I own 1322430 B.C. Ltd, which owns the Upland Property. Attached hereto and marked as Exhibit "K" is a true copy of the Central Securities Registers of 1322430 B.C. Ltd.

This is **Exhibit "A"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia



6

Coast Capital Savings Federal Credit Union
 Commercial Lending Operations
 800 – 9900 King George Blvd.
 Surrey, BC V3T 0K7
 T: 604.517.7400 F: 604.517.7587
www.coastcapitalsavings.com

February 25, 2026

677492 BC Ltd.
 7215 Main St,
 Vancouver, BC
 V5X 3J3

Dear Sharanjit:

Re: Proposed Loan(s)

Based on our recent discussions and a preliminary review of the materials you have submitted to us to date, Coast Capital Savings Federal Credit Union ("Coast Capital") is prepared to consider an application for financing of the Project (the "Loan(s)") on the general terms and conditions outlined below.

This letter is provided for discussion purposes only and does not represent an offer or a commitment to provide financing. Further due diligence, satisfactory to Coast Capital, must be obtained and authorization of the financing proposal through Coast Capital's internal credit approval process must be achieved prior to Coast Capital issuing a formal facility letter (the "Facility Letter"). By way of summary, some of the proposed terms of the credit facilities (the "Loan(s)") are as follows:

1. BORROWER

677492 BC Ltd

2. GUARANTOR(S)

1312330 BC Ltd

Original Tandoori Kitchen Ltd

(the "Corporate Guarantors")

Harjot Kahlon

Sharanjit Kahlon

(the "Personal Guarantors")

Collectively (the "Guarantors")

3. CREDIT FACILITIES

3.1 Capital Loan

Principal Amount: Term loan in the principal amount of \$4,900,000, or 65% of Enterprise Value of the LRS (hereinafter defined), whichever is less.

Purpose: To provide refinancing for the LRS/restaurant located at 7215 Main St, Vancouver, BC (the "LRS/Restaurant").

Availability: Available following satisfaction of the conditions precedent, by way of a single lump sum advance in Canadian dollars

Interest Rate: At the Borrower's option:



Variable

- Prime + 1.50% per annum, compounded monthly. As of the date of this letter, Prime is 4.45% per annum.

Fixed

- Canada Bond Rate plus 2.00% per annum, compounded semi-annually, where "Canada Bond Rate" means the Government of Canada bond or treasury bill yield for the applicable term, as determined by Coast Capital. As of February 25, 2026 GoC 5 year bond yield is 2.67%, resulting in a 5 year rate of 4.67%

Term:

Variable

On demand, but in no event later than 12 months from the Disbursement Date/Interest Adjustment Date (the "Maturity Date").

Fixed

Up to 60 months

Amortization Period:

Up to 240 months.

Repayment:

Variable

To be repaid in full on demand by Coast Capital.

Fixed

To be repaid in full on the earlier of:

- (a) the Maturity Date; and
- (b) on demand by Coast Capital after the occurrence of an event of default, and any payment prior to the Maturity Date shall be subject to the prepayment conditions below.

Prepayment:

Fixed

The Borrower may prepay all or any part of the principal amount provided the Borrower concurrently pays to Coast Capital the greater of:

- (a) 90 days interest; and
- (b) an amount determined by Coast Capital to be the net cost, if any, incurred by Coast Capital as a direct result of the repayment of all or a portion of the Loan accruing interest on a date other than the expiration of the selected term or interest period, as the case may be, including, without limitation, the loss or expense sustained or incurred by Coast Capital relating to such prepayment based on the prevailing rate at which Coast Capital can lend the amount so prepaid to its customers for the balance of the selected term or interest period.

Variable

The Borrower may prepay all or any part of the principal amount without notice or penalty.



4. FEES

The Borrower shall pay to Coast Capital:

- (a) a set-up fee of \$12,500, of which \$6,000 (the "**Application Fee**") is payable upon acceptance of this letter as an application fee. If the Loan(s) are approved on substantially the terms described in this letter and a Facility Letter is issued by Coast Capital but not accepted by the Borrower, the Application Fee is non-refundable. If Coast Capital does not issue a Facility Letter substantially on the terms set out in this letter, the Application Fee will be refunded.
- (b) as long as any amount remains outstanding under the Loan(s), an annual fee of \$1,500 at the time of annual review in each year.

5. SECURITY

The security for the Loan(s) will include, among other things:

- (a) Unlimited all indebtedness Mortgage and Assignment of Rents (the "**Mortgage**") creating a first ranking fixed financial charge over all of the legal and beneficial interest in the Property;
- (b) General Security Agreement, creating a first ranking fixed security interest over all present and after acquired personal property of the Borrower;
- (c) General Security Agreement, creating a first ranking fixed security interest over all present and after acquired personal property of the Corporate Guarantor's;
- (d) Unlimited Guarantee and Postponement of Claim, for the full amount of the indebtedness, signed by the Guarantor(s);
- (e) Assignment of licensee retail store license in favor of Coast Capital
- (f) Such other security and supporting documentation as may be required by Coast Capital.

6. CONDITIONS PRECEDENT

The Facility Letter, if issued, will contain a number of conditions that must be satisfied before the Loan(s) can be advanced. In order to proceed with the approval process, we initially require the following:

- (a) **Notice to Reader Financials** – notice to reader financial statements for the Borrower and each Guarantor that is a corporation or partnership for the financial year 2025;
- (b) **Internally Prepared Financials** – internally prepared interim/YTD financial statements for the Borrower and each Guarantor that is a corporation or partnership according to the respective year ends for the financial year 2026;
- (c) **Net Worth Statement** – current detailed net worth statements of each personal Guarantor in a form approved by Coast Capital;
- (d) **Credit Bureau Authorization** – from each personal Guarantor listed above to conduct credit bureau investigations, in the form attached to this letter;



- (e) **Corporate Matters** – a complete organization chart for the Borrower, detailing its ownership structure, together with the names and occupations of all principals (including directors);
- (f) **Appraisal/Hospitality valuation** – Hospitality Valuation by a valuator approved by Coast Capital confirming the business value. The valuation report will be addressed to Coast Capital or accompanied by the valuator's letter of transmittal confirming that the valuation may be relied upon by Coast Capital for lending purposes.

In addition to the items listed above, the Facility Letter, if issued, will require that Coast Capital receive and be satisfied with the following items:

- (g) **Insurance Requirements** – confirmation of all risk business and property insurance including earthquake coverage, in accordance with the Insurance Requirements; ;
- (h) **Property Inspection** – representatives of Coast Capital will have inspected the Property and provided a satisfactory report;
- (i) **Legal Requirements** – evidence that all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loan(s) and the execution and delivery of the security;
- (j) **Other** – such other information and documentation as Coast Capital may reasonably require.
- (k) **Special Conditions** –
 - Borrower shall maintain their day-to-day banking with Coast Capital for the duration of the Loan

Further specific items may be required in addition to those listed above.

7. ONGOING REQUIREMENTS

The Facility Letter, if issued, will contain a number of ongoing conditions, including those contained in attached Financing Covenants schedule.

Should you wish to proceed with an application for financing, please sign and return the enclosed duplicate of this letter together with a non-refundable Application Fee of \$6,000 by March 6, 2026. Again, this letter

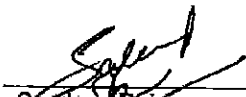


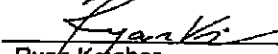
does not contain all of the terms and conditions which may appear in a facility letter and is not a commitment to provide financing.

Please do not hesitate to contact us if you have any questions or concerns.

Yours very truly,

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION

By: 
Sandeep Rai
Manager, Business Banking

And by: 
Ryan Keigher
Senior Manager, Business Banking



CONSENT AND ACCEPTANCE

By accepting this letter, each of the Borrower and the Guarantor(s) consent(s) to Coast Capital obtaining at any time any background information regarding the Borrower and the Guarantor(s) it deems necessary in connection with this application for financing including, but not limited to, reports from credit bureaus, retail credit company, Dun & Bradstreet, or any other source, person or agency that Coast Capital considers appropriate.

Agreed to and accepted this _____ day of _____, 20__.

THE BORROWER:

677492 BC Ltd

by its authorized signatory(ies):

THE GUARANTOR(S):



A. Corporate Guarantor(s):

1312330 BC Ltd
by its authorized signatory(ies)

Original Tandoori Kitchen Ltd
by its authorized signatory(ies)

B. Personal Guarantor(s):

Sharanjit Kahlon

Harjot Kahlon



SCHEDULE

FINANCIAL COVENANTS

1. The Borrower shall maintain the following financial covenant(s) at all times, to be tested annually, based on the combined financial statements of the Borrower and Corporate Guarantor(s):
 - (a) minimum Debt Service Coverage of 1.35x;
all as determined by Coast Capital.

For the purposes of this Schedule:

"Debt Service Coverage" means EBITDA divided by the aggregate of Interest Expense plus scheduled principal payments on all Funded Debt plus capital lease payment

"EBITDA" means earnings before interest, taxes, depreciation, amortization and income or loss from activities not related to the Borrower's normal course of business.

"Funded Debt" means all interest bearing debt which has not been formally postponed to Coast Capital.

"Interest Expense" means all of the Borrower's interest expense other than any interest expense not payable in cash.

All financial covenants will be calculated in accordance with Private Enterprise GAAP under International Financial Reporting Standards as found in the Canadian Institute of Chartered Accountants Handbook, Part 1.

This is **Exhibit "B"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

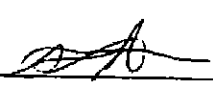
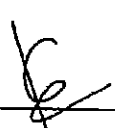
Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to Include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	<table border="0"> <tr> <td>Truck Selling Price:</td> <td><u>\$24,000.00</u></td> </tr> <tr> <td>AMVIC Fee (Alberta Only):</td> <td>_____</td> </tr> <tr> <td>Documentation Fee:</td> <td>_____</td> </tr> <tr> <td>Subtotal:</td> <td><u>\$24,000.00</u></td> </tr> <tr> <td>GST/HSC: 5%</td> <td><u>\$1,200.00</u></td> </tr> <tr> <td>Total Selling Price:</td> <td><u>\$25,200.00</u></td> </tr> <tr> <td>Deposit Received:</td> <td>_____</td> </tr> <tr> <td>BALANCE DUE:</td> <td><u>\$25,200.00</u></td> </tr> </table>	Truck Selling Price:	<u>\$24,000.00</u>	AMVIC Fee (Alberta Only):	_____	Documentation Fee:	_____	Subtotal:	<u>\$24,000.00</u>	GST/HSC: 5%	<u>\$1,200.00</u>	Total Selling Price:	<u>\$25,200.00</u>	Deposit Received:	_____	BALANCE DUE:	<u>\$25,200.00</u>
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Total Selling Price:	<u>\$25,200.00</u>																
Deposit Received:	_____																
BALANCE DUE:	<u>\$25,200.00</u>																

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC41378PT001818 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

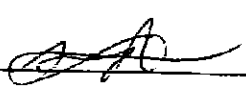
Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2


Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

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--	---

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC4137XPT001819 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  _____
 Date: _____

Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

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Invoice# 0384

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	Documentation Fee:	_____
	Subtotal:	<u>\$32,000.00</u>
	GST/HSC: 5%	<u>\$1,600.00</u>
	Total Selling Price:	<u>\$33,600.00</u>
Deposit Received:	_____	
	BALANCE DUE:	<u>\$33,600.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: GM TRU Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46376PT001507 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

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Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC48374PT001506 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

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 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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 Contact Email: _____
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	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$32,000.00</u>
	GST/HST: 5%	<u>\$1,600.00</u>
	Total Selling Price:	<u>\$33,600.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46372PT001505 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

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 Contact Email: _____
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 Contact Phone: +1 844-909-5400

Ship To:
 Contact Name: TRUCKWORLD SALES INC
 Contact Email: _____
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 Contact Phone: +1 844-909-5400

<p><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price:	<u>\$32,000.00</u>
	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$32,000.00</u>
	GST/HSC: 5%	<u>\$1,600.00</u>
	Total Selling Price:	<u>\$33,600.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: GOMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46370PT001504 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature]
 Date: _____
 Seller's Signature: [Signature]
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

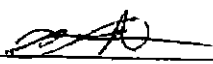
Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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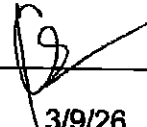
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	AMVIC Fee (Alberta Only): _____
	Documentation Fee: _____
	Subtotal: <u>\$32,000.00</u>
	GST/HST: 5% <u>\$1,600.00</u>
	Total Selling Price: <u>\$33,600.00</u>
Deposit Received: _____	
BALANCE DUE: <u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46379PT001503 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  _____
 Date: _____

Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384



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Truck Selling Price:	<u>\$32,000.00</u>																
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GST/HSC: 5%	<u>\$1,600.00</u>																
Total Selling Price:	<u>\$33,600.00</u>																
Deposit Received:	_____																
BALANCE DUE:	<u>\$33,600.00</u>																

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46377PT001502 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

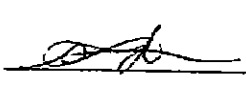

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 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
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The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46375PT001501 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

3456S Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

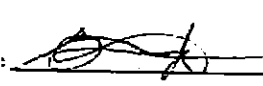
Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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	Documentation Fee: _____
	Subtotal: <u>\$32,000.00</u>
	GST/HSC: 5% <u>\$1,600.00</u>
	Total Selling Price: <u>\$33,600.00</u>
Deposit Received: _____	
BALANCE DUE: <u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46373PT00150Q Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  _____
 Date: _____

Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0383

Sold To:
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	Total Selling Price:	<u>\$33,600.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46370PT001499 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0382

Sold To:
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 Contact Email: _____
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	GST/HSC: 5% <u>\$1,600.00</u>
	Total Selling Price: <u>\$33,600.00</u>
Deposit Received: _____	
BALANCE DUE: <u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46379PT001498 Mileage: _____ km.

Salesperson Name: JASPREET LADDI
 Anticipated Delivery Date: _____

Buyer's Signature: _____
 Date: _____

Seller's Signature: _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

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	BALANCE DUE: <u>\$33,600.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46379PT001517 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale


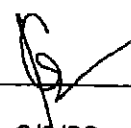
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	BALANCE DUE:	<u>\$33,600.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46377PT001516 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  _____
 Date: _____
 Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<u>Sale Price to include:</u>	Truck Selling Price: <u>\$32,000.00</u> AMVIC Fee (Alberta Only): _____ Documentation Fee: _____ Subtotal: <u>\$32,000.00</u> GST/HSC: 5% <u>\$1,600.00</u> Total Selling Price: <u>\$33,600.00</u> Deposit Received: _____ BALANCE DUE: <u>\$33,600.00</u>
-------------------------------	--

The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46375PT001515 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 8/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2


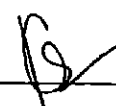
Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<u>Sale Price to Include:</u>	Truck Selling Price: <u>\$32,000.00</u> AMVIC Fee (Alberta Only): _____ Documentation Fee: _____ Subtotal: <u>\$32,000.00</u> GST/HSC: 5% <u>\$1,600.00</u> Total Selling Price: <u>\$33,600.00</u> Deposit Received: _____ BALANCE DUE: <u>\$33,600.00</u>
-------------------------------	---

The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46373PT001514 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384



Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	<table border="0"> <tr> <td>Truck Selling Price:</td> <td><u>\$32,000.00</u></td> </tr> <tr> <td>AMVIC Fee (Alberta Only):</td> <td>_____</td> </tr> <tr> <td>Documentation Fee:</td> <td>_____</td> </tr> <tr> <td>Subtotal:</td> <td><u>\$32,000.00</u></td> </tr> <tr> <td>GST/HSC: 5%</td> <td><u>\$1,600.00</u></td> </tr> <tr> <td>Total Selling Price:</td> <td><u>\$33,600.00</u></td> </tr> <tr> <td>Deposit Received:</td> <td>_____</td> </tr> <tr> <td>BALANCE DUE:</td> <td><u>\$33,600.00</u></td> </tr> </table>	Truck Selling Price:	<u>\$32,000.00</u>	AMVIC Fee (Alberta Only):	_____	Documentation Fee:	_____	Subtotal:	<u>\$32,000.00</u>	GST/HSC: 5%	<u>\$1,600.00</u>	Total Selling Price:	<u>\$33,600.00</u>	Deposit Received:	_____	BALANCE DUE:	<u>\$33,600.00</u>
Truck Selling Price:	<u>\$32,000.00</u>																
AMVIC Fee (Alberta Only):	_____																
Documentation Fee:	_____																
Subtotal:	<u>\$32,000.00</u>																
GST/HSC: 5%	<u>\$1,600.00</u>																
Total Selling Price:	<u>\$33,600.00</u>																
Deposit Received:	_____																
BALANCE DUE:	<u>\$33,600.00</u>																

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC4637XPT001512 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384



Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to Include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	<table border="0"> <tr> <td>Truck Selling Price:</td> <td><u>\$32,000.00</u></td> </tr> <tr> <td>AMVIC Fee (Alberta Only):</td> <td>_____</td> </tr> <tr> <td>Documentation Fee:</td> <td>_____</td> </tr> <tr> <td>Subtotal:</td> <td><u>\$32,000.00</u></td> </tr> <tr> <td>GST/HSC: 5%</td> <td><u>\$1,600.00</u></td> </tr> <tr> <td>Total Selling Price:</td> <td><u>\$33,600.00</u></td> </tr> <tr> <td>Deposit Received:</td> <td>_____</td> </tr> <tr> <td>BALANCE DUE:</td> <td><u>\$33,600.00</u></td> </tr> </table>	Truck Selling Price:	<u>\$32,000.00</u>	AMVIC Fee (Alberta Only):	_____	Documentation Fee:	_____	Subtotal:	<u>\$32,000.00</u>	GST/HSC: 5%	<u>\$1,600.00</u>	Total Selling Price:	<u>\$33,600.00</u>	Deposit Received:	_____	BALANCE DUE:	<u>\$33,600.00</u>
Truck Selling Price:	<u>\$32,000.00</u>																
AMVIC Fee (Alberta Only):	_____																
Documentation Fee:	_____																
Subtotal:	<u>\$32,000.00</u>																
GST/HSC: 5%	<u>\$1,600.00</u>																
Total Selling Price:	<u>\$33,600.00</u>																
Deposit Received:	_____																
BALANCE DUE:	<u>\$33,600.00</u>																

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46376PT001510 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center">Sale Price to include:</p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$32,000.00</u>
	AMVIC Fee (Alberta Only): _____
	Documentation Fee: _____
	Subtotal: <u>\$32,000.00</u>
	GST/HSC: 5% <u>\$1,600.00</u>
	Total Selling Price: <u>\$33,600.00</u>
Deposit Received: _____	
BALANCE DUE: <u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46378PT001508 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature: [Signature] Date: _____
 Seller's Signature: [Signature] Date: 8/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price:	<u>\$32,000.00</u>
	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$32,000.00</u>
	GST/HSC: 5%	<u>\$1,600.00</u>
	Total Selling Price:	<u>\$33,600.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$33,600.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC46371PT001513 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$32,000.00</u> AMVIC Fee (Alberta Only): _____ Documentation Fee: _____ Subtotal: <u>\$32,000.00</u> GST/HSC: 5% <u>\$1,600.00</u> Total Selling Price: <u>\$33,600.00</u> Deposit Received: _____ BALANCE DUE: <u>\$33,600.00</u>
--	--

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: GM TR EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC4637XPT001509 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	<p>Truck Selling Price: <u>\$32,000.00</u></p> <p>AMVIC Fee (Alberta Only): _____</p> <p>Documentation Fee: _____</p> <p>Subtotal: <u>\$32,000.00</u></p> <p>GST/HSC: 5% <u>\$1,600.00</u></p> <p>Total Selling Price: <u>\$33,600.00</u></p> <p>Deposit Received: _____</p> <p>BALANCE DUE: <u>\$33,600.00</u></p>
---	---

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date: _____
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC48378PT001511 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center">Sale Price to Include:</p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$31,000.00</u> AMVIC Fee (Alberta Only): _____ Documentation Fee: _____ Subtotal: <u>\$31,000.00</u> GST/HST: 5% <u>\$1,550.00</u> Total Selling Price: <u>\$32,550.00</u> Deposit Received: _____ BALANCE DUE: <u>\$32,550.00</u>
--	--

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54373PT001711 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$31,000.00</u>
	AMVIC Fee (Alberta Only): _____
	Documentation Fee: _____
	Subtotal: <u>\$31,000.00</u>
	GST/HSC: 5% <u>\$1,550.00</u>
	Total Selling Price: <u>\$32,550.00</u>
	Deposit Received: _____
	BALANCE DUE: <u>\$32,550.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54377PT001713 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384


Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center">Sale Price to include:</p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$31,000.00</u>
	AMVIC Fee (Alberta Only): _____
	Documentation Fee: _____
	Subtotal: <u>\$31,000.00</u>
	GST/HSC: 5% <u>\$1,550.00</u>
	Total Selling Price: <u>\$32,550.00</u>
Deposit Received: _____	
BALANCE DUE: <u>\$32,550.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54379PT0D1714 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  _____
 Date: _____

Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:

Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400

Contact Email: _____

Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:

Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400

Contact Email: _____

Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price:	<u>\$31,000.00</u>
	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$31,000.00</u>
	GST/HSC: 5%	<u>\$1,550.00</u>
	Total Selling Price:	<u>\$32,550.00</u>
Deposit Received:		_____
BALANCE DUE:		<u>\$32,550.00</u>

Vehicle Description:


The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:


Make: CIMC TRI Model: SPR EXT Model Year: 2023 Color: _____

Vehicle Identification Number: LJRC54370PT001715 Mileage: _____ km.

Salesperson Name: _____

Anticipated Delivery Date: _____

Buyer's Signature:  _____

Seller's Signature:  _____

Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
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Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<u>Sale Price to include:</u>	Truck Selling Price: <u>\$31,000.00</u>
	AMVIC Fee (Alberta Only): _____
The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.	Documentation Fee: _____
	Subtotal: <u>\$31,000.00</u>
	GST/HSC: 5% <u>\$1,550.00</u>
	Total Selling Price: <u>\$32,550.00</u>
	Deposit Received: _____
	BALANCE DUE: <u>\$32,550.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC5437XPT001690 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature: [Signature] Seller's Signature: [Signature]
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384



Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

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	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$31,000.00</u>
	GST/HSC: 5%	<u>\$1,550.00</u>
	Total Selling Price:	<u>\$32,550.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$32,550.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54371PT001691 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale


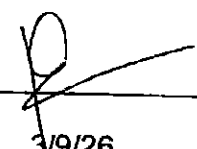
Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p><u>Sale Price to Include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price:	<u>\$31,000.00</u>
	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$31,000.00</u>
	GST/HSC: 5%	<u>\$1,550.00</u>
	Total Selling Price:	<u>\$32,550.00</u>
Deposit Received:	_____	
BALANCE DUE:	<u>\$32,550.00</u>	

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54376PT001693 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  _____
 Date: _____
 Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384



Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<u>Sale Price to Include:</u>	Truck Selling Price: <u>\$31,000.00</u>
	AMVIC Fee (Alberta Only): _____
	Documentation Fee: _____
	Subtotal: <u>\$31,000.00</u>
	GST/HSC: 5% <u>\$1,550.00</u>
	Total Selling Price: <u>\$32,550.00</u>
	Deposit Received: _____
	BALANCE DUE: <u>\$32,550.00</u>

The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI EXT Model: SPR CHASSIS Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54377PT001694 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  _____
 Date: _____
 Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale


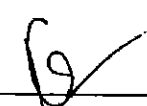
Invoice# 0384

Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price: <u>\$31,000.00</u> AMVIC Fee (Alberta Only): _____ Documentation Fee: _____ Subtotal: <u>\$31,000.00</u> GST/HSC: 5% <u>\$1,550.00</u> Total Selling Price: <u>\$32,550.00</u> Deposit Received: _____ BALANCE DUE: <u>\$32,550.00</u>
--	---

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC5437XPT001706 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____
 Buyer's Signature:  _____
 Date: _____
 Seller's Signature:  _____
 Date: 3/9/26

Manney Transport Ltd

34565 Delair Rd Abbotsford, BC Canada

Bill of Sale

Invoice# 0384


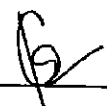
Sold To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

Ship To:
 Contact Name: TRUCKWORLD SALES INC Contact Phone: +1 844-909-5400
 Contact Email: _____
 Address: 10384 SCOTT ROAD SURREY BC V3V 4G2

<p align="center"><u>Sale Price to include:</u></p> <p>The undersigned hereby acknowledges that only those items shown above are included in the price of the truck.</p>	Truck Selling Price:	<u>\$31,000.00</u>
	AMVIC Fee (Alberta Only):	_____
	Documentation Fee:	_____
	Subtotal:	<u>\$31,000.00</u>
	GST/HST: 5%	<u>\$1,550.00</u>
	Total Selling Price:	<u>\$32,550.00</u>
Deposit Received:		_____
BALANCE DUE:		<u>\$32,550.00</u>

Vehicle Description:
 The undersigned will deliver to the client/incorporation the following truck(s) in substantially the same condition as inspected by the buyer on date:
 Make: CIMC TRI Model: COMBO SPR Model Year: 2023 Color: _____
 Vehicle Identification Number: LJRC54371PT001710 Mileage: _____ km.

Salesperson Name: _____
 Anticipated Delivery Date: _____

Buyer's Signature:  Seller's Signature: 
 Date: _____ Date: 3/9/26

This is **Exhibit "C"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

CONTRACT OF PURCHASE AND SALE

DATE: Monday, March 9, 2026

PREPARED BY: COLLIERS MACAULAY NICOLLS INC (the "Vendor's Agent")

ADDRESS: 1067 W CORDOVA ST SUITE 1100, VANCOUVER, BC V6C 1C7

PER: LIAM SIMPSON & GEOFFREY CHARTERS

VENDOR: 1030931 B.C. LTD. (the "Vendor")

PURCHASER: ITRANS LOGISTICS INC. (the "Purchaser")

MUNICIPAL ADDRESS: 17914 96 AVENUE SURREY, BC V4N 4A7

LEGAL DESCRIPTION: Parcel Identifier: 004-608-038
LOT 17 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN BCP27063; SECTION 32 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN 35594
 (hereinafter called the "Property")

0.15%

The Purchaser agrees to Purchase the Property from the Vendor on the following terms and conditions:

1. **PURCHASE PRICE:** The purchase price for the Property will be Six Million Five Hundred Thousand Dollars (\$6,500,000.00), hereinafter called the "Purchase Price".
2. **The Purchase Price shall be payable as follows:**
 - (a) by way of an initial deposit, payable by cheque or wire transfer in the amount of One Hundred Thousand Dollars (\$100,000) which will form part of the Purchase Price (the "Deposit"), and will be paid within three (3) business days of acceptance of the terms and conditions herein by the Purchaser and the Vendor; and
 - (b) subject to adjustments pursuant to Section 6 hereof, the balance of the Purchase Price, shall be payable by way of a solicitor's certified trust cheque, bank draft or certified cheque at the time of Completion as herein provided.

All deposit monies paid pursuant to this section will be delivered in trust to the Vendor's Agent and held in trust in accordance with the provisions of the Real Estate Services Act. In the event the Purchaser fails to pay the Deposit as required by this Contract, the Vendor may, at the Vendor's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Purchaser's or Vendor's conveyancer (the "Conveyancer") without further written direction of the Purchaser or Vendor, provided that the Conveyancer is a Lawyer or Notary.

If the Purchaser defaults or otherwise fails or refuses to complete the purchase and sale herein the Deposit with any accrued interest thereon shall be forfeited and immediately paid by the Vendor's Agent to the Vendor upon demand by the Vendor without prejudice to any other rights and remedies which the Vendor may have at law or in equity.

If for any reason other than the Purchaser's default the Vendor fails or refuses to complete the purchase and sale herein, the Deposit together with accrued interest thereon shall forthwith be refunded by the Vendor's Agent to the Purchaser upon demand by the Purchaser, as a genuine pre-estimate of damages and the Purchaser shall have no further recourse against the Vendor.
3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms : **SEE EXHIBITS "A" & "B" & INFORMATION SUMMARY.**

The Purchaser acknowledges that this Offer is made without subject conditions and that, upon acceptance by the Vendor, this Offer shall constitute a binding and legally enforceable agreement for the purchase and sale of the Property.

VENDOR	PURCHASER
<i>GS</i>	<i>SE</i>

4. **COMPLETION:** The purchase and sale of the Property will be completed (the "Completion"), on or before: See Exhibit "A", Clause 2 (hereinafter called the "Completion Date").
5. **POSSESSION:** The Purchaser will have possession of the Property at: See Exhibit "A", Clause 2 (hereinafter called the "Possession Date").
6. **ADJUSTMENTS:** The Purchaser will assume and pay all taxes, rates, local improvements assessments, fuel, utilities and other charges from, and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of: See Exhibit "A", Clause 2 (hereinafter called the "Adjustment Date").
7. **INCLUDED ITEMS:** The Purchase Price includes the accepted tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures, and all appurtenances and attachments thereto as viewed by the Purchaser on Monday, March 9, 2026
8. **VIEWED:** The Property and all included items will be in substantially the same condition at Possession Date as viewed on Monday, March 9, 2026
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered covenants and rights-of-way in favour of utilities and public authorities, accepted tenancies and except as set out in Exhibit "B", if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Purchaser to the Vendor will be by certified cheque, bank draft, wire or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
12. **TIME:** Time shall be of the essence hereof.
13. **PURCHASER FINANCING:** If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Vendor, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Vendor has existing financial charges to be cleared from the title, the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Vendor agrees that payment of the Purchase Price shall be made by the Purchaser's Lawyer or Notary to the Vendor's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Vendor.
15. **COSTS:** The Purchaser will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and other items included in the purchase and sale, will remain, at the risk of the Vendor until 12:01 a.m. on the Completion Date. After that time, the Property and all included items will be at the risk of the Purchaser. If loss or damage to the Property occurs before the Vendor is paid the Purchase Price, if the Purchaser does not elect to terminate this Contract, any insurance proceeds shall be held in trust for the Purchaser and the Vendor according to their interests in the Property.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **SURVIVAL REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract. All of the warranties contained in this Contract are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
19. **AGENCY DISCLOSURE:** The Vendor and Purchaser acknowledge having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and acknowledge and confirm as follows:
 - (a) the Vendor has a Designated Agency relationship with:

VENDOR	PURCHASER
GN	SF

Colliers Macaulay Nicolls
BROKERAGE

and

Geoffrey Charters & Liam Simpson
LICENSEE

Purchaser's Acknowledgement Of Representation

the Purchaser acknowledges having received, read and understood the BCFS form "Disclosure of Risks to Unrepresented Parties" from the Vendor's agent listed in (a) and hereby confirms that the Purchaser has no agency relationship.

- 20. **PERSONAL INFORMATION:** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 19, the real estate boards of which those Brokerages and Licensees are members and, if the Property are listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:
 - a) for all purposes consistent with the transaction contemplated herein;
 - b) If the Property are listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - c) for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - d) for the purposes (and to the recipients) described in the brochure published by the British Columbia Financial Services Authority entitled "Disclosure of Representation in Trading Services".

The personal information provided by the Purchaser and Vendor may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

- 21. **ACCEPTANCE IRREVOCABLE (Purchaser and Vendor):** It is agreed and understood that in consideration of the sum of Ten Dollars (\$10.00) paid by the Purchaser to the Vendor as part of the Deposit, the Vendor agrees that the Vendor's acceptance is irrevocable.
- 22. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 23. **THIS IS A LEGAL DOCUMENT, SEE INFORMATION PAGE. READ THIS ENTIRE DOCUMENT BEFORE YOU SIGN.**
- 24. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5pm PST, Friday, March 13, 2026 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance) and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there shall be a binding Contract of Purchase and Sale on the terms and conditions set forth.

ITRANS LOGISTICS INC.

Signed by:
 X Satwinder Rattanpaul
 (Authorized Signatory "PURCHASER")

VENDOR	PURCHASER
GN	SR

25. **ACCEPTANCE:** The Vendor hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above.

Vendor's Acceptance is dated March / 29 / 2026.

1030931 B.C. LTD.

X. 

(Authorized Signatory "VENDOR")

VENDOR	PURCHASER
GN	SE

EXHIBIT "A"**1. SUBJECT FREE OFFER**

The Purchaser acknowledges that this Offer is made without any subject conditions of any kind, including but not limited to financing, due diligence, inspection, or other approvals. The Purchaser confirms that it is fully satisfied with the Property and is prepared to proceed with the purchase upon acceptance by the Vendor, at which time this Offer shall constitute a binding and legally enforceable Contract of Purchase and Sale.

2. the Adjustment and Completion Dates are to be one hundred twenty (120) calendar days after the Vendor's acceptance of this Offer, and the Possession Date (subject to any existing tenancies) will be the same day as the Completion Date unless it falls on a Saturday, Sunday or bank holiday in which case it will then be the following business day.
3. In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the Excise Tax Act (Canada) (the "Act") will be paid by the Purchaser. On or before the Completion Date, the Purchaser may confirm to the Vendor's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Purchaser does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Purchaser will pay the applicable GST to the Vendor on the Completion Date and the Vendor will then remit the GST as required by the Act. All taxes payable pursuant to the Provincial Sales Tax Act arising out of the purchase of the Property, will be paid by the Purchaser and evidence of such payment will be provided to the Vendor.
4. Vendor's Covenants: The Vendor covenants and agrees that the Vendor will:
 - (a) within five (5) business days of the date hereof or as soon thereafter as the various studies and reports become available, deliver to the Purchaser all information and documentation as the Vendor has in its possession and control and is in a position to disclose to the Purchaser without breaching any terms, covenants or agreements by which the Vendor is bound or subject to, relating to the Property including all available surveys, soil studies, building reports, consultant reports, site servicing information, environmental reports, any existing service contracts related to the Property and details and lease copies of any existing tenancies or rights to use or occupy the Property (collectively, the "Investigation Information");
 - (b) execute, or cause to be executed, and return to the Purchaser or the Purchaser's solicitors as soon as is reasonably possible all consents or letters of authority which have been prepared by or on behalf of the Purchaser and which it may be necessary for the Vendor to execute in order for the Purchaser to conduct such due diligence searches or cause such inspections or tests to be made with respect to the purchase of the Property as are in accordance with standard real estate practice in the Province of British Columbia and as are reasonably required in order to assure the Purchaser that it will be acquiring the Property free and clear of all liens, charges and encumbrances save and except for the Permitted Encumbrances;
 - (c) carry on its business at the Property in the ordinary course, and cause the Property to be properly kept, repaired, maintained and insured at the Vendor's cost and expense so that, on the Completion Date, the Purchaser will acquire the same in substantially the same condition and state of repair as of the date of this Offer to Purchase, subject to reasonable wear and tear and save as otherwise provided for herein;
 - (d) not enter into any new offer to lease, lease or other occupancy agreement in respect of the Property or any part thereof, and not enter into any service agreements or financial commitments for the Property which would be binding upon the Purchaser without the prior written consent of the Purchaser (which consent may be arbitrarily withheld);
 - (e) terminate (with effect prior to the Completion Date) all contracts related to the Property, including any property management agreement(s); and,
 - (f) upon the Purchaser's request, the Vendor shall provide to the Purchaser such authorizations and consents, and execute and deliver such documents, as the Purchaser may reasonably require to permit the Purchaser to apply for any permits and/or other approvals from any governmental authority for the Property, provided that in doing so neither of the Vendor nor the Property become subject to any commitments, encumbrances or alterations prior to the completion of the transactions set out herein without the express consent of the Vendor and provided the Purchaser indemnifies the Vendor against any costs or expenses in relation to those applications.

In the event the purchase and sale of the Property as contemplated hereunder does not complete, the Purchaser covenants and agrees to immediately return to the Vendor all Investigation Information which was provided by the Vendor. The Purchaser further covenants and agrees to keep all information contained in the Investigation Information which is not already in the public domain confidential and not to disclose any such information contained in the Investigation Information to any other person, with the exception of the Purchaser's directors, legal advisors and financiers, except with the prior written consent of the Vendor, which consent may not be unreasonably withheld, conditioned or delayed. The provisions aforesaid relating to the return of the Investigation Information and the confidentiality thereof shall survive the termination of this Contract of Purchase and Sale.

VENDOR	PURCHASER
GN	SA

5. This Contract may be executed by the parties and transmitted by facsimile or electronically, and if so executed and transmitted, this Contract will be, for all purposes, as effective as if the parties had delivered an executed original Contract.

6. Vendor's Representations and Warranties:

The Vendor represents and warrants that:

- (a) now and on the Completion Date the Vendor has been incorporated and exists under the laws of British Columbia and it has the corporate power, capacity and authority to enter into this Contract of Purchase and Sale and to carry out its obligations hereunder, all of which have been authorized by all necessary corporate proceedings;
- (b) the Vendor is the sole registered and beneficial owner of the Property and has the power to dispose of the same free and clear of all encumbrances save for reservations in the original grant from the Crown and as shown in Exhibit "B" (the "Permitted Encumbrances");
- (c) there will be no encumbrances affecting the Property at the time of closing, other than those disclosed as per Clause 4 above;
- (d) the Vendor is not aware of any expropriation or other proceedings by the City of Surrey or any other department or government agency or engineering department or any utility company which has jurisdiction over the Property which may affect the size of the Property;
- (e) there are no outstanding orders against the Property by the Fire Warden, Health Department, Building or Engineering Departments of the City of Surrey or any other department or government agency which has jurisdiction over the Property;
- (f) the Property will be free and clear of all liens, charges and encumbrances at the time of closing save as aforesaid;
- (g) subject to and without in any way limiting the other representations and warranties herein contained, the Property will be maintained and transferred to the Purchaser in the same condition as inspected by the Purchaser;
- (h) all municipal taxes, rates, levies and assessments due with respect to the Property are or will be paid in full up to the Completion Date;
- (i) all amounts for labour and materials relating to any work carried out by or on behalf of the Vendor on the Property shall be fully paid for and in connection with such labour and materials, no one shall have the right to file a lien under the British Columbia Builder's Lien Act or any other statute and no lien shall have been claimed in respect of the Vendor's interest in the Property;
- (j) the Vendor is a resident of Canada within the meaning of the Income Tax Act; and,
- (k) at the time of closing, the Vendor shall deliver a certificate executed by a senior officer of the Vendor familiar with the Property stating that at such time the above representations and warranties continue to be true and correct or, if not true and correct, stating details thereof.

The representations and warranties contained in Clause 6 shall survive the Completion Date and shall continue in full force and effect for the benefit of the Purchaser for a period of one (1) year only from the Completion Date after which they will be of no further force or effect except in respect of claims made by the Purchaser within such one (1) year period.

7. Purchaser's Representations And Warranties:

The Purchaser represents and warrants that (with the knowledge that the Vendor will rely upon these warranties and representations) in entering into this Contract of Purchase and Sale and completing its obligations under this Contract of Purchase and Sale, that now and on the Completion Date the Purchaser been incorporated and exists under the laws of British Columbia and it has the corporate power, capacity and authority to enter into this Contract of Purchase and Sale and to carry out its obligations hereunder, all of which have been authorized by all necessary corporate proceedings.

The representations and warranties contained in Clause 7 shall survive the Completion Date and shall continue in full force and effect for the benefit of the Vendor for a period of one (1) year only from the Completion Date after which they will be of no further force or effect except in respect of claims made by the Vendor within such one (1) year period.

8. This Contract of Purchase and Sale may not be assigned without the prior written consent of the Vendor. If this Contract of Purchase and Sale is assigned, the Vendor will be entitled to any profit resulting from an assignment of the Contract of Purchase and Sale by the Purchaser or any subsequent assignee. Notwithstanding the foregoing, the Purchaser will have the right to assign its rights under this Contract of Purchase and Sale to any entity which remains, at all times up to and including the Completion Date, an Affiliate (which has the meaning ascribed to it in the Business Corporations Act (British

VENDOR	PURCHASER
GN	SR

Columbia), or to a limited partner, the general partner of which remains, at all times up to and including the Completion Date, an Affiliate of the Purchaser without the consent of the Vendor, provided that:

- (a) the Purchaser will deliver written notice to the Vendor of any such assignment; no less than fourteen (14) days prior to Completion;
- (b) the Purchaser will remain fully liable to the Vendor for the performance by any such Affiliate of the obligations of the Purchaser under the Contract of Purchase and Sale and will not be released from the performance hereof; and,
- (c) the Affiliate enters into an agreement with the Vendor assuming the rights and obligations of the Purchaser under this Contract of Purchase and Sale.

9. Permitted Encumbrances: See Exhibit "B".
10. This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
11. Other:
- (a) GST/Property Transfer Tax (PTT): The Purchaser confirms the receipt of independent GST/PTT advice concerning the obligations to pay GST/PTT and will be responsible to pay any GST/PTT and apply for any GST/PTT rebate in connection with this transaction.
 - (b) Advice: Colliers Macaulay Nicolls Inc. and its representatives have advised the parties to this Contract of Purchase and Sale to seek legal, accounting and environmental advice regarding this Contract of Purchase and Sale.
 - (c) Expert Advice: The parties to this Contract of Purchase and Sale acknowledge the real estate brokerage and its representatives so named in this offer have recommended they obtain advice from legal counsel prior to signing this document. The parties further acknowledge that no information provided by the real estate brokerage and its representatives is to be construed as expert legal, tax or environmental advice.
 - (d) Other Agreements: The Purchaser and Vendor warrant there are no other agreements with respect to the purchase and sale of the Property and subject to the representations and warranties given by the Vendor hereunder, the Property is sold "as is as viewed".
 - (e) The Vendor and Purchaser will act reasonably to allocate Purchase Price, if required, to each individual legal parcel together comprising the Property.
 - (f) This Contract of Purchase and Sale shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators and other legal representatives and to the extent permitted in this Contract of Purchase and Sale, their respective successors and assigns.

12. Confidentiality:

The parties shall keep confidential all information provided to them respectively by any other party hereto pursuant to this Contract of Purchase and Sale and shall keep confidential the terms of this Contract of Purchase and Sale, except:

- (a) for the purpose of any litigation which ensues relating to this Contract of Purchase and Sale;
- (b) for the purpose of any reports required to be made by them respectively under any statute or by law;
- (c) for the purpose of dealings with their accountants, lawyers and other professionals in the administration of their respective business; and,
- (d) for the purpose of anything required under this Contract of Purchase and Sale.

13. FINTRAC is the Financial Transactions and Reporting Analysis Center of Canada. Bill C25 has passed and came into effect June 23, 2008 and relates to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act to which the real estate industry is bound by. The Vendor and Purchaser acknowledge and agree that the Agent is bound by the above legislation and will assist the Agent in being compliant with the relevant legislation. This includes providing the Agent with proof of identity of Individuals and/or Corporations pertaining to this transaction. The Agent will keep all such materials and information private and confidential at all times as required by regulatory and corporate privacy requirements.

14. Option to Purchase Shares:

No later than 10 days from the mutual acceptance of this Offer, the Purchaser may make a written request to the Vendor that the Purchaser has elected to purchase all of the issued and outstanding shares (the "Shares") in the capital of the Vendor from the shareholders of the Vendor (the "Shareholders") at no extra cost. If the Purchaser makes such request, the Vendor, the Shareholders, and the Purchaser will enter into an amendment to this Contract of Purchase and Sale such that the Purchaser can purchase the Shares, such agreement to contain standard share purchase and sale terms, including

VENDOR	PURCHASER
GN	SR

Docusign Envelope ID: 1556D5E7-5279-44F9-9C80-627B3FFFD680

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representations and warranties applicable to the purchase of the Shares and the delivery of the applicable closing documents.

VENDOR	PURCHASER
GN	SF

EXHIBIT "B" PERMITTED ENCUMBRANCES

TITLE SEARCH PRINT

File Reference:
Declared Value: \$7425000

2026-03-02 11:14:59
Requestor: Liam Simpson

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number C9546624
From Title Number B81547404

Application Received 2023-03-31

Application Entered 2023-04-04

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1030931 B.C. LTD., INC. NO. 0C1030931
 34565 DELAIR ROAD
 ABBOTSFORD, BC
 V2S 2E1

Taxation Authority Surrey, City of

Description of Land
Parcel Identifier: 004-608-038
Legal Description: LOT 17 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN BCP27063; SECTION 32 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN 35594

Legal Notations NONE

Charges, Liens and Interests
Nature: STATUTORY RIGHT-OF-WAY
Registration Number: 104907C
Registration Date and Time: 1947-01-02 10:00
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
 ASSIGNMENT OF 64545C
 REC'D 29.10.29 @13:00
 PLAN 4614

VENDOR	PURCHASER
GN	SR

TITLE SEARCH PRINT

2025-03-02, 11:13:59
Requestor: Liam Simpson

File Reference:
Declared Value: 57425000

Nature: STATUTORY RIGHT OF WAY
 Registration Number: AB207331
 Registration Date and Time: 1988-10-03 09:53
 Registered Owner: B.C. GAS INC.
 INCORPORATION NO. 74299
 Remarks: INTER ALIA
 ASSIGNMENT OF 300553C REC'D 14/04/1961 & 14/09
 MORTG' 50 FEET PLAN 4614 ANCILLARY RIGHTS

Nature: MORTGAGE
 Registration Number: AD262803
 Registration Date and Time: 1990-11-20 09:19
 Remarks: INTER ALIA
 MODIFICATION OF AB203755

Nature: MORTGAGE
 Registration Number: AD262804
 Registration Date and Time: 1990-11-20 09:24
 Remarks: INTER ALIA
 MODIFICATION OF AD262803 BEING A TRANSFER OF
 75/300TH INTEREST IN AB203755, SEE AD262803

Nature: MORTGAGE
 Registration Number: AD274391
 Registration Date and Time: 1990-12-04 09:36
 Registered Owner: CIBC MELLON TRUST COMPANY
 INCORPORATION NO. A39769
 Transfer Number: B162269
 Remarks: INTER ALIA
 TRANSFER OF AB203755 REC'D 03/10/1988 @ 10:35
 AS TO AN UNDIVIDED 75/300TH INTEREST
 IN B.C. GAS INC.'S INTEREST IN
 SRW 300553C SEE AB203331
 SEE AD262803, AD262804, AND AD262806
 MODIFIED BY AD274392
 MODIFIED AND EXTENDED BY B162272
 EXTENDED BY B1626793
 EXTENDED BY C13617086

Nature: MORTGAGE
 Registration Number: AD274392
 Registration Date and Time: 1990-12-04 09:36
 Remarks: INTER ALIA
 MODIFICATION OF AD262804 BEING A TRANSFER OF
 75/300TH INTEREST IN AB203755 SEE AD262803,
 AD262804, AND AD274391
 SEE AD274391

VENDOR	PURCHASER
GN	SE

TITLE SEARCH PRINT

File References:

Declared Value \$7425000

2021-08-02 10:11:55
Recorder: LAM: Simpson

Nature: MORTGAGE
Registration Number: BE260975
Registration Date and Time: 1991-10-08 09:17
Remarks: INTER ALIA
MODIFICATION OF AB200755
SEE AD262883

Nature: MORTGAGE
Registration Number: BE260976
Registration Date and Time: 1991-10-08 09:21
Registered Owner: INLAND ENERGY CORP,
INCORPORATION NO. 24943
Remarks: INTER ALIA
TRANSFER OF AB200755
REC'D 02/10/1988 @ 10:35 AS TO AN UNDIVIDED
75/300THS INTEREST SEE AD262803 AND BE260976
OF INTEREST OF B.C. GAS INC. IN
SRW 306553C SEE AB200755
MODIFIED BY BE260984
MODIFIED AND EXTENDED BY BE262274

Nature: MORTGAGE
Registration Number: BE260979
Registration Date and Time: 1991-10-08 09:31
Registered Owner: INLAND ENERGY CORP,
INCORPORATION NO. 24043
Remarks: INTER ALIA
TRANSFER OF AB200755
REC'D 02/10/1988 @ 10:35 AS TO AN UNDIVIDED
75/300THS INTEREST SEE AD262803 AND BE260976
OF INTEREST OF B.C. GAS INC. IN
SRW 306553C SEE AB200755
MODIFIED BY BE260985
MODIFIED AND EXTENDED BY BE262275
EXTENDED BY BE2606796

Nature: MORTGAGE
Registration Number: BE260981
Registration Date and Time: 1991-10-08 09:36
Remarks: INTER ALIA
MODIFICATION OF BE260977 BEING A TRANSFER OF
75/300THS INTEREST IN AB200755 SEE AD262803
AND BE260976

VENDOR	PURCHASER
GN	SF

TITLE SEARCH PRINT

2026-03-02, 11:14:59
Requestor: Liam Simpson

File Reference:
Declared value \$7425000

Nature: MORTGAGE
Registration Number: BE260964
Registration Date and Time: 1991-10-08 09:36
Remarks: INTER ALIA
MODIFICATION OF BE260978 BEING A TRANSFER OF
75/300THS INTEREST IN AB203755 SEE AD262803
AND BE260976

Nature: MORTGAGE
Registration Number: BE260985
Registration Date and Time: 1991-10-08 09:36
Remarks: INTER ALIA
MODIFICATION OF BE260979 BEING A TRANSFER OF
75/300THS INTEREST IN AB203755 SEE AD262803
AND BE260976

Nature: MORTGAGE
Registration Number: BE314745
Registration Date and Time: 1991-11-20 13:06
Remarks: INTER ALIA
MODIFICATION OF AB203757 SEE BE314744

Nature: MORTGAGE
Registration Number: BE314747
Registration Date and Time: 1991-11-20 13:14
Remarks: INTER ALIA
MODIFICATION OF MORTGAGE BE260977
BEING A TRANSFER OF 75/300THS INTEREST IN AB203755
SEE AD262803 AND BE260976

Nature: MORTGAGE
Registration Number: BE314748
Registration Date and Time: 1991-11-20 13:14
Remarks: INTER ALIA
MODIFICATION OF BE314744 BEING A TRANSFER OF
AB203757 SEE BE314744 AND BE314745

VENDOR	PURCHASER
GN	SR

TITLE SEARCH PRINT

File Reference:
Declared Value \$7425000

2006-03-02, 11:14:59
Requestor: Liam Simpson

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
BE314749
1991-11-20 13:14
CIBC MELLON TRUST COMPANY
INCORPORATION NO. A257E9
BN62270
INTER ALIA
TRANSFER OF AB203755
RECD 03/10/1988 @ 12:35 AS TO AN UNDIVIDED
75/100THS INTEREST SEE AD262903, BE260976,
BE260977 AND BE314747
OF INTEREST OF BC GAS INC. IN
SRW 300553C SEE AB203331
MODIFIED BY BE314751
MODIFIED AND EXTENDED BY BN62273
EXTENDED BY BN206794

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
BE314750
1991-11-20 13:14
CIBC MELLON TRUST COMPANY
INCORPORATION NO. A257E9
BN62271
INTER ALIA
TRANSFER OF AB203757
RECD 03/10/1988 @ 10:35
SEE BE314744, BE314745 AND BE314748
AS TO THE INTEREST OF BC GAS INC. IN
SRW 300553C SEE AB203331
MODIFIED BY BE314752
MODIFIED AND EXTENDED BY BN62276
EXTENDED BY BN206797

Nature:
Registration Number:
Registration Date and Time:
Remarks:

MORTGAGE
BE314751
1991-11-20 13:14
INTER ALIA
MODIFICATION OF BE314749 BEING A TRANSFER OF
75/300THS INTEREST IN AB203755
SEE AD262803, BE260976, BE260977 AND BE314747

Nature:
Registration Number:
Registration Date and Time:
Remarks:

MORTGAGE
BE314752
1991-11-20 13:14
INTER ALIA
MODIFICATION OF AB203757
SEE BE314744, BE314745, BE314748 AND BE314750

Title Number: CBS4634

TITLE SEARCH PRINT

Page 5 of 6

VENDOR	PURCHASER
GN	SR

TITLE SEARCH PRINT

File Reference:
Declared Value \$7425000

2023-03-01, 11:14:59
Requestor: Liam Simeson

Nature: MORTGAGE
Registration Number: CBS46927
Registration Date and Time: 2023-03-31 14:35
Registered Owner: NATIONAL BANK OF CANADA
Transfer Number: CB2417966

Nature: ASSIGNMENT OF RENTS
Registration Number: CBS46928
Registration Date and Time: 2023-03-31 14:35
Registered Owner: NATIONAL BANK OF CANADA
Transfer Number: CB2417967

Nature: MORTGAGE
Registration Number: CBS46931
Registration Date and Time: 2023-03-31 14:35
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CBS46932
Registration Date and Time: 2023-03-31 14:35
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

VENDOR	PURCHASER
GN	SR

INFORMATION SUMMARY

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - a. The Purchaser pays the Purchase Price or down payment in trust to the Purchaser's Lawyer or Notary (who should advise the Purchaser of the exact amount required) several days before the Completion Date, and the Purchaser signs the documents.
 - b. The Purchaser's Lawyer or Notary prepares the documents and forwards them for signature to the Vendor's Lawyer or Notary who returns the documents to the Purchaser's Lawyer or Notary.
 - c. The Purchaser's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - d. The Purchaser's Lawyer or Notary releases the sale proceeds at the Purchaser's Lawyer's or Notary's office.

Since the Vendor is entitled to the Vendor's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Purchaser deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Vendor delivers the signed transfer documents no later than the morning of the day before the Completion Date. While it is possible to have a Saturday or Sunday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.
4. **POSSESSION:** (Clause 5) The Purchaser should make arrangements through the real estate licensee for obtaining possession. The Vendor will not generally let the Purchaser move in before the Vendor has actually received the sale proceeds. Where residential tenants are involved, Purchasers and Vendors should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clause 6) The Purchaser and Vendor should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Vendor holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 9) It is up to the Purchaser to satisfy the Purchaser on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Vendor to specify in the Contract if there are any encumbrances, other than those listed in Clause 9 and Exhibit B, which are staying on title before becoming legally bound. If you as the Purchaser are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Vendor are allowing the Purchaser to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
7. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Vendor:

- Lawyer or Notary Fees and Expenses:
 - attending to execution documents.
- Costs of clearing title, including:
 - discharge fees charged by encumbrance holders.
 - prepayment penalties.
 - Real Estate Commission (plus GST).
 - Goods and Services Tax (if applicable).

Costs to be Borne by the Purchaser:

- Lawyer or Notary Fees and Expenses:
 - appraisal (if applicable).
 - searching title, Land Title Registration fees.
 - investigating title, Fire Insurance Premium.
 - drafting documents, Sales Tax (if applicable).
 - Land Title Registration fees, Property Transfer Tax.
 - Survey Certificate (if required), Goods and Services Tax (if applicable).
 - Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Clause 6.

8. **RISK:** (Clause 16) The Purchaser should arrange for insurance to be effective on the earlier of the Completion Date or the date the Purchaser pays the balance of the funds into trust. The Vendor should maintain the Vendor's Insurance in effect until the later of the date the Vendor receives the proceeds of sale, or the date the Vendor vacates the Property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:
 - a building under construction
 - a sale and purchase of shares in the owner of the Property
 - an operating business with or without employees being hired
 - the purchase of a leasehold interest
 - other special circumstances

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained.

VENDOR	PURCHASER
GN	SF

This is Exhibit "D" referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

Manney Transport Ltd.
Parent Company : Manney Transport Ltd.
A/R Aging Summary
As of 09 March 2026

Customer	02/07/2026 - 02/08/2026 (30)	01/08/2026 - 02/04/2026 (60)	12/08/2025 - 01/07/2026 (90)	Before 12/08/2025 (>90)	Total
	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance
- No Customer/Project -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACCURATE LOGISTICS USA	\$9,130.56	\$71,738.70	\$4,536.79	\$311,665.00	\$555,991.93
ACCURATE TRANSPORTATION SYSTEMS INTERNATIONAL	\$8,218.13	\$6,989.00	\$6,989.00	\$0.00	\$13,667.35
ACE FREIGHT	\$0.00	\$4,550.00	\$0.00	\$0.00	\$4,550.00
ALLCARGO EXPRESS	\$15,910.00	\$0.00	\$0.00	\$0.00	\$15,910.00
ALPI Canada Forwarders Ltd.	\$3,366.28	\$0.00	\$0.00	\$0.00	\$3,366.28
Amiel-connect	\$3,300.00	\$300.00	\$0.00	\$0.00	\$3,600.00
AML INTERNATIONAL TRANSPORT	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
AMPLIFY LOGISTICS	\$18,118.19	\$24,246.93	\$10,141.81	\$9,705.70	\$52,070.82
AMSTAN LOGISTICS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARARAT TRADING CORP.	\$3,930.47	\$0.00	\$0.00	\$0.00	\$3,930.47
Astron Freight Services Inc	\$1,123.08	\$0.00	\$0.00	\$0.00	\$1,123.08
BARRETT WOOD, INC	\$5,762.49	\$0.00	\$0.00	\$0.00	\$5,762.49
BINEK LINE CORP	\$116,450.00	\$17,674.17	\$16,678.20	\$0.00	\$134,124.17
BLUE CHIP LOGISTICS	\$0.00	\$18,548.77	\$0.00	\$0.00	\$18,548.77
BNX SHIPPING INC.	\$0.00	\$7,206.00	\$36,300.00	\$0.00	\$43,506.00
C.H. ROBINSON WORLDWIDE INC	\$65,910.75	\$1,699.91	\$0.00	\$0.00	\$67,610.66
CANADIAN SPA COMPANY	\$1,217.34	\$0.00	\$0.00	\$0.00	\$1,217.34
CHARGER LOGISTICS	\$294,001.55	\$257,539.92	\$5,254.80	\$4,204.63	\$561,000.90
CITADELLE MAPLE SYRUP	\$70,541.86	\$34,423.46	\$10,470.60	\$0.00	\$105,511.72
CONTENDER	\$24,041.87	\$10,470.60	\$7,894.05	\$109.78	\$42,456.30
Contract Express	\$2,008.49	\$2,821.53	\$0.00	\$0.00	\$4,830.02
Controlled Logistics Ltd	\$543.18	\$543.18	\$0.00	\$0.00	\$1,086.36
COZEY INC	\$6,331.66	\$0.00	\$0.00	\$0.00	\$6,331.66
Cratex	\$21,187.16	\$7,640.75	\$0.00	\$0.00	\$28,827.91
DORKEN SYSTEMS INC.	\$0.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00
DV HARDWOOD	\$36,585.88	\$0.00	\$0.00	\$0.00	\$36,585.88
EASTERN LANE LOGISTICS INC	\$8,400.00	\$0.00	\$0.00	\$0.00	\$8,400.00
EGL SHIPPING INC	\$6,677.28	\$9,093.03	\$0.00	\$0.00	\$15,770.31
EKAPL INC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Empress Easy Wear Inc.	\$7,524.16	\$0.00	\$0.00	\$0.00	\$7,524.16
Energy Saving Products (Hi-Velocity Systems)	\$2,874.90	\$0.00	\$0.00	\$0.00	\$2,874.90
ENVIROSHAKE	\$1,429.45	\$0.00	\$0.00	\$0.00	\$1,429.45
FA International Logistics	\$5,440.11	\$0.00	\$0.00	\$0.00	\$5,440.11
FIRST FRONTIER LOGISTICS INC.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FOCUS WEST LOGISTICS	\$8,650.00	\$0.00	\$0.00	\$0.00	\$8,650.00
FOURTY SEVEN LOGISTICS LTD	\$0.00	\$11,652.14	\$0.00	\$0.00	\$11,652.14
FPG SUPPLY CHAIN	\$13,200.00	\$4,760.90	\$0.00	\$0.00	\$17,960.90
GREENLIGHT SUPPLY CHAIN LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HENSALL GLOBAL	\$0.00	\$1,850.00	\$2,174.56	\$0.00	\$4,024.56
HS GLOBAL FORWARDING INC.	\$16,854.64	\$0.00	\$0.00	\$0.00	\$16,854.64
	\$10,300.00	\$1,173.79	\$0.00	\$0.00	\$11,473.79

HUB GROUP	\$0.00								
Hubul Freight Ltd	\$0.00	\$16,449.69	\$9,695.76	\$1,104.58	\$1,063.44	\$129,313.47			
INGREDIENTS PLUS DISTRIBUTION INC.	\$0.00	\$0.00	\$0.00	\$0.00	\$2,060.00	\$2,000.00			
ITS LOGISTICS	\$0.00	\$49,908.15	\$11,397.12	\$0.00	\$0.00	\$61,308.27			
J.B. HUNT TRANSPORT INC	\$0.00	\$12,789.61	\$5,383.50	\$0.00	\$0.00	\$18,173.11			
Jk Tire Mobile Service Inc	\$0.00	\$522,458.42	\$2,026.33	\$0.00	\$70.20	\$524,535.95			
KCS LOGISTICS LLC (USO)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,186.50	\$1,186.50			
KETTLE RIVER TIMBER WORKS LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$2,888.98	\$2,889.66			
LIBERATE LOGISTICS LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Liquid Rubber	\$0.00	\$3,045.00	\$0.00	\$0.00	\$0.00	\$3,045.00			
LOGIC-OLGY	\$0.00	\$9,100.00	\$0.00	\$0.00	\$0.00	\$9,100.00			
LUMON CANADA	\$0.00	\$7,600.00	\$0.00	\$0.00	\$0.00	\$7,600.00			
MANATYEE CONSOLIDATED LOGISTICS	\$0.00	\$44,826.29	\$18,326.74	\$0.00	\$9.00	\$62,983.03			
Manilla Auto Inc.	\$0.00	\$7,815.58	\$3,889.07	\$0.00	\$9.00	\$11,704.65			
MANITOLIN LOGISTICS CALGARY	\$0.00	\$3,805.44	\$0.00	\$0.00	\$0.00	\$3,805.44			
MANNEY TRANSPORT LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
MARCON METALFAB	\$0.00	\$7,404.27	\$3,945.39	\$0.00	\$0.00	\$7,404.27			
MELMET CANADA INC	\$0.00	\$237.62	\$0.00	\$0.00	\$0.00	\$237.62			
MONAGHAN MUSHROOMS LTD	\$0.00	\$39,900.00	\$0.00	\$0.00	\$5,700.00	\$48,192.50			
MORRIS NATIONAL	\$0.00	\$2,322.39	\$0.00	\$0.00	\$0.00	\$2,322.39			
Mous Global	\$0.00	\$4,631.96	\$1,090.45	\$418.10	\$0.00	\$3,830.84			
NAPSteel (North American Pipe and Steel)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NATIONAL COLD CHAIN INC.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Newmarket Logistics	\$0.00	\$3,380.00	\$0.00	\$0.00	\$0.00	\$3,380.00			
OCEANFOOD SALES	\$0.00	\$4,303.07	\$2,468.63	\$0.00	\$0.00	\$4,303.07			
OKANAGAN FROZEN DOUGH	\$0.00	\$2,881.50	\$2,207.20	\$0.00	\$0.00	\$2,881.50			
OLS Line	\$0.00	\$1,696.59	\$0.00	\$0.00	\$0.00	\$1,696.59			
PEERLESS LOGISTICS	\$0.00	\$4,059.50	\$0.00	\$0.00	\$0.00	\$4,059.50			
PENTAGON FREIGHT SERVICES	\$0.00	\$4,583.31	\$0.00	\$0.00	\$0.00	\$4,583.31			
PLAYBOOK LOGISTICS	\$0.00	\$0.00	\$142.50	\$0.00	\$0.00	\$142.50			
PRINCETON WOOD PRESERVERS LTD	\$0.00	\$0.00	\$4,497.27	\$0.00	\$0.00	\$4,497.27			
Private Brands Consortium	\$0.00	\$953.56	\$477.75	\$0.00	\$0.00	\$1,431.31			
Oceale USA Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Quick Transfer	\$0.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00			
Rapide Route Logistics Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
RED RIVER LUMBER CO.LTD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
RIM LOGISTIC	\$0.00	\$3,348.29	\$3,959.88	\$0.00	\$0.00	\$8,800.00			
ROAR LOGISTICS	\$0.00	\$2,940.00	\$3,064.66	\$0.00	\$0.00	\$3,959.88			
RPM EXPEDITE INC	\$0.00	\$11,574.41	\$0.00	\$0.00	\$0.00	\$11,574.41			
RYO LOGISTICS	\$0.00	\$3,130.13	\$1,658.14	\$0.04	\$0.00	\$2,940.00			
S.A.N STEEL FABRICATING LIMITED	\$0.00	\$16,022.66	\$417.46	\$0.00	\$0.00	\$16,440.12			
SCS Group of Companies Inc.	\$0.00	\$6,200.00	\$2,494.59	\$1,810.00	\$0.00	\$8,494.59			
Seaside Storage Solutions	\$0.00	\$3,962.96	\$0.00	\$0.00	\$0.00	\$3,962.96			
Secure Waste Infrastructure Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
SMART CHOICE LOGISTICS	\$0.00	\$5,268.63	\$2,588.08	\$0.00	\$0.00	\$7,856.71			
SLUTONG TIRE RESOURCES	\$0.00	\$19,403.00	\$4,050.28	\$0.00	\$0.00	\$23,453.28			
Sylvia Transportation Group	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
THREE SIXTY ROUTE LOGISTICS INC	\$0.00	\$55,195.00	\$787.50	\$0.00	\$0.00	\$55,982.50			
Total One Logistics	\$0.00	\$12,466.50	\$3,051.00	\$0.00	\$0.00	\$15,517.50			
TRAFFIC TECH INC	\$0.00	\$14,395.00	\$0.00	\$0.00	\$0.00	\$14,395.00			
TRAFFIX LOGISTICS	\$0.00	\$15,378.00	\$0.00	\$0.00	\$0.00	\$15,378.00			
TRANS GLOBAL LOGISTICS INC.	\$0.00	\$3,760.25	\$4,600.00	\$0.00	\$0.00	\$8,360.25			
	\$0.00	\$41,093.20	\$22,542.49	\$0.00	\$0.00	\$63,635.69			
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	\$0.00	\$4,898.14	\$0.00	\$0.00	\$0.00	\$4,898.14			

TRANS-PRO LOGISTICS	\$0.00	\$21,525.00	\$4,950.00	\$0.00	\$0.00	\$26,075.00
Trans99 Logistics	\$0.00	-\$5,470.19	\$0.00	\$0.00	\$0.00	-\$5,470.19
TRANSOURCE FREIGHTWAYS	\$0.00	\$8,273.71	\$7,431.48	\$0.00	\$15,705.17	\$15,705.17
TRC	\$0.00	\$0.00	\$2,821.50	\$0.00	\$0.00	\$2,821.50
ULS Freight Inc	\$0.00	\$4,181.80	\$9,116.33	\$4,339.00	\$0.00	\$17,637.13
VARSTAR ALLIANCE, LL	\$0.00	\$0.00	\$0.00	\$0.00	\$985.00	\$985.00
VISION TRANSPORTATION	\$0.00	\$80,413.01	\$14,652.90	\$125.00	\$131.05	\$75,321.98
WELLINGTON GROUP OF COMPAN	\$0.00	\$112,808.88	\$50,866.79	\$0.00	\$6,375.74	\$170,051.41
Wellington International	\$0.00	\$56,568.35	\$27,717.18	\$0.00	\$0.00	\$84,285.51
Wellington Supply Chain	\$0.00	\$12,519.94	\$17,366.37	\$0.00	\$320.00	\$30,206.31
Western Thermal Inc.	\$0.00	\$606.64	\$0.00	\$0.00	\$0.00	\$606.64
WESTERN ALLIANCE LOGISTICS	\$0.00	\$52,468.55	\$22,174.00	\$0.00	\$0.00	\$74,642.55
XPRESS LINE CORPORATION-TORONTO	\$0.00	\$10,650.00	\$150.00	\$0.00	\$0.00	\$10,800.00
Total	\$0.00	\$2,234,718.08	\$863,276.61	\$350,527.15	-\$395,386.08	\$3,053,134.73

This is **Exhibit "E"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

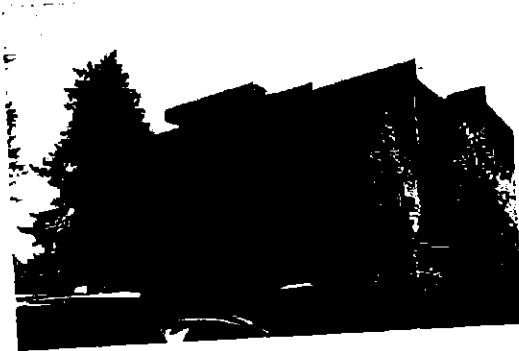
3/6/26, 2:18 PM

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BC ASSESSMENT

The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

2960 EVERGREEN ST ABBOTSFORD V2T 2S4
Area-Jurisdiction-Roll: 15-313-51650-3470-7



Total value \$2,008,000

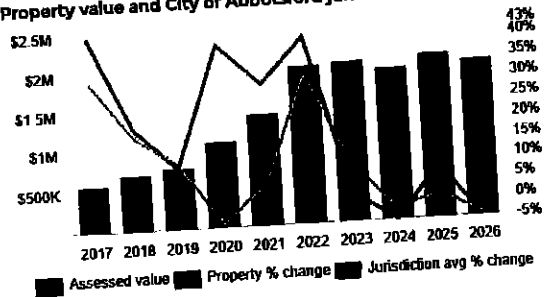
2026 assessment as of July 1, 2025

Land	\$969,000
Buildings	\$1,039,000
Previous year value	\$2,107,000
Land	\$1,033,000
Buildings	\$1,074,000

Property value history

2026	-5%	
2025	+8%	
2024	-5%	
2023	+2%	
2022	+41%	

Property value and City of Abbotsford jurisdiction change



Property information

Year built	2019
Description	2 STY house - Semi-Custom
Bedrooms	6
Baths	9
Carports	
Garages	G
Land size	9283 Sq Ft
First floor area	2,469
Second floor area	1,649
Basement finish area	1,471
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	

Legal description and parcel ID

LOT 98, PLAN NWP28279, PART E1/2, SECTION 19,
TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT
PID: 001-768-549

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length

69

2026-03-09, 15:28:18
Requestor: Enza Braunn

TITLE SEARCH PRINT
File Reference: 4976-1
Declared Value \$915000

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA6646074 CA5931719
Application Received	2018-02-26
Application Entered	2018-02-28
Registered Owner in Fee Simple Registered Owner/Mailing Address:	MANDEEP SINGH NAHAL, DISPATCHER PARMJIT KAUR NAHAL, DISPATCHER 2960 EVERGREEN STREET ABBOTSFORD, BC V2T 2S4 AS JOINT TENANTS
Taxation Authority	Abbotsford, City of Clearbrook Waterworks District
Description of Land Parcel Identifier: Legal Description:	001-768-549 LOT 98 SECTION 19 TOWNSHIP 16 NEW WESTMINSTER DISTRICT PLAN 28279
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner:	MORTGAGE CA5931720 2017-04-13 11:26 FIRST WEST CREDIT UNION INCORPORATION NO. FI 156 CA6660805 2018-03-05
Cancelled By: Cancelled Date:	

70

2026-03-09, 15:28:18
Requestor: Enza Braunn**TITLE SEARCH PRINT**File Reference: 4976-1
Declared Value \$915000

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA5931721
 Registration Date and Time: 2017-04-13 11:26
 Registered Owner: FIRST WEST CREDIT UNION
 INCORPORATION NO. FI 156
Cancelled By: CA6660806
Cancelled Date: 2018-03-05

Nature: MORTGAGE
 Registration Number: CA6646075
 Registration Date and Time: 2018-02-26 15:16
 Registered Owner: ROYAL BANK OF CANADA
Cancelled By: CA8509742
Cancelled Date: 2020-10-21

Nature: MORTGAGE
 Registration Number: CA6836707
 Registration Date and Time: 2018-05-31 16:46
 Registered Owner: AVI SETIA
 AS TO AN UNDIVIDED 250/400 INTEREST
 PAWAN ARORA
 AS TO AN UNDIVIDED 150/400 INTEREST
 INTER ALIA
Cancelled By: CA7019242
Cancelled Date: 2018-08-23

Nature: MORTGAGE
 Registration Number: CA8076321
 Registration Date and Time: 2020-03-06 13:24
 Registered Owner: VERSA PLATINUM FINANCIAL CORP.
 INCORPORATION NO. BC1178819
Cancelled By: CA8378828
Cancelled Date: 2020-08-23

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA8076322
 Registration Date and Time: 2020-03-06 13:24
 Registered Owner: VERSA PLATINUM FINANCIAL CORP.
 INCORPORATION NO. BC1178819
Cancelled By: CA8378829
Cancelled Date: 2020-08-23

TITLE SEARCH PRINT

71

2026-03-09, 15:28:18
Requestor: Enza BraunnFile Reference: 4976-1
Declared Value \$915000

Nature: CLAIM OF BUILDERS LIEN
 Registration Number: WX2148015
 Registration Date and Time: 2020-05-22 11:04
 Registered Owner: UPPAL BUILDING SUPPLIES LTD.
Cancelled By: CA8264794
Cancelled Date: 2020-06-25

Nature: MORTGAGE
 Registration Number: CA8342820
 Registration Date and Time: 2020-08-04 16:33
 Registered Owner: SCOTIA MORTGAGE CORPORATION
 INCORPORATION NO. A0085153
Cancelled By: CA9402868
Cancelled Date: 2021-10-01

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA8342821
 Registration Date and Time: 2020-08-04 16:33
 Registered Owner: SCOTIA MORTGAGE CORPORATION
 INCORPORATION NO. A0085153
Cancelled By: CA9402869
Cancelled Date: 2021-10-01

Nature: MORTGAGE
 Registration Number: CA9200050
 Registration Date and Time: 2021-07-16 16:33
 Registered Owner: THE BANK OF NOVA SCOTIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

This is **Exhibit "F"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



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THE BANK OF NOVA SCOTIA 00240
#100-2777 GLADWIN ROAD
ABBOTSFORD BC V2T 4V1 604-870-3200

BNS_MASE_PWJD001 E D 00240 310207

MRS PARAMJIT K NAHAL
2960 EVERGREEN STREET
ABBOTSFORD BC V2T 2S4

MR MANDEEP NAHAL, MRS PARAMJIT K NAHAL

Page 1 of 3

Your mortgage number: 484228-0

Type of mortgage: Variable Rate¹

Term: 5 years

Renewal date: July 16, 2026

Annual interest rates on:

January 1, 2025	4.55000%
December 31, 2025	3.55000%

Property Address:

Lot 98, Sec 19, NWDP 28279
2960 Evergreen Street
Abbotsford, BC

Questions about your mortgage?

Call us at 1-877-268-4228 or visit our website at scotiabank.com.

The information reported on this statement only includes transactions that have been posted to your account as of December 31st. It is possible that you have made transactions that were not yet posted to your account when this statement was prepared.

Important Information

Please keep this statement if needed, for income tax purposes. Please review your statement carefully and call us if you have any questions.

Plan today for a more financially secure tomorrow.

Scotia Mortgage Protection insurance can pay off your entire outstanding mortgage balance in the event of death or a specific critical illness. It can also maintain your mortgage payments if you become disabled and unable to work. For more details on how to help financially protect your family home and loved ones, contact your branch or call 1-855-753-4272 M-F, 8am to 8pm ET.

All borrowing parties with retail borrowing products may elect to receive separate cost of borrowing disclosure documents such as monthly or annual statements. For further information, please contact your branch.

Tips to be mortgage-free faster:

1. Take advantage of your 15% annual prepayment privileges: Make a lump sum payment or increase your payment amount when you can.
2. Make your regular payments more frequent. Choose bi-weekly or weekly rather than monthly payments.
3. At renewal, if your interest rates have decreased keep your payments the same. The extra amount will be applied directly to your principal, helping you pay off your mortgage faster.

Your annual mortgage statement

from January 1 to December 31, 2025

Your mortgage balance

Principal balance on January 1, 2025	\$1,569,429.45
Minus Regular principal payments you made	\$44,753.30
Principal balance on December 31, 2025	\$1,524,676.15

Mortgage payments you made in 2025

Total principal you paid	\$44,753.30
Total interest you paid	\$61,470.00
Total amount you paid in 2025	\$106,223.30
Total Cost of Borrowing (including interest) for the mortgage term as of Dec 31, 2025	\$343,796.93

Your regular mortgage payments

Your payment frequency	Weekly
Principal and interest payment ¹	\$1,949.46
Property tax payment	\$0.00
Your regular mortgage payment*	\$1,949.46

◆ Interest is compounded semi-annually not in advance.

¹ For Progress Draw Construction Mortgages, your payment consists of interest only during the construction period. Please see your Personal Credit Agreement for details about your property tax responsibilities.

* The payments above do not include Scotia Mortgage Protection premium(s). If you have coverage under Scotia Mortgage Protection, your creditor insurance premium(s) will be collected together with your mortgage payments if you have been advised accordingly.



240691

BNS_MASE_PWJD001_003-310207_HRI - 02-01-30-1

Your Annual Prepayment Privilege*

Your 15% Annual Prepayment Privilege (based on the original principal amount) is \$255,000.00*

Prepayment Charge Variables Used to Estimate a Prepayment Charge**

Interest Rate Type:	Scotia Flex closed
Principal Balance Outstanding:	\$1,524,676.15
Cashback Received:	\$0.00
Mortgage Interest Rate:	3.55000%

Prepayment and Other Charges ^Δ

You will pay a prepayment charge if you pay more of your mortgage than your prepayment privilege allows or if you pay your mortgage in full before the end of your term. A summary of the applicable charges are outlined below.

	Fixed Rate	Variable Rate
Prepayment Charge	The higher of (A) or (B): † (A) 3 month's interest at the mortgage interest rate on the amount you want to prepay. (B) Interest rate differential***	3 month's interest on the amount you want to prepay: • at the mortgage interest rate, or • at the Cap Rate, if you have a variable rate mortgage with a capped rate
Open Term Administration Fee	An administration fee will apply if you prepay your entire mortgage within the 1 st year from the date when your mortgage was first entered into with us.	
Cashback Repayment	Repayable amount is prorated based on the time remaining in your term, if applicable.	
Other Charges ‡		
Discharge Administration/Transfer/Assignment Fees	Varies by province. In Quebec, refer to your Notary for costs.	
Registry Office Discharge Registration Fee	Provincial government charge paid directly to Land Registry Office or to the bank in provinces where the bank registers the discharge.	

You may estimate prepayment charges by using the Mortgage Prepayment Charge Calculator available on scotiabank.com or please call us at 1-877-268-4228 to speak to a representative who can provide you with the exact prepayment charge that would be applicable to you.

Factors that could cause a prepayment charge to change:

- Your mortgage is renewed to a new term or the balance of your mortgage changes.
- You have a variable rate mortgage and the bank's prime lending rate changes, therefore your mortgage interest rate changes.
- You have a fixed rate mortgage and the factors for calculating the interest rate differential change:
 - Posted interest rates change. If posted interest rates decrease, the interest rate differential amount increases.
 - The remaining term of your mortgage changes. For example, a 4 year comparison term on the day your prepayment charge is estimated, shortens over time to a 3 year comparison term. The comparison term interest rate decreases, therefore the interest rate differential amount increases.
 - The interest rate differential amount could change to an amount that is now greater than 3 months interest.

* Your annual prepayment privilege will be reduced by any prepayments you have already made this year

** Valid as of December 31, 2025

*** Interest rate differential: This means the difference between the amounts calculated in (1) & (2), where (1) is the present value of all interest you would have paid from the date of prepayment until the maturity date on the amount you want to prepay at the mortgage interest rate; and (2) is the present value of all interest that would be paid from the date of prepayment until the maturity date on the amount you want to prepay at the Current Interest Rate, less any rate discount you received on your existing mortgage. Where: The present value is calculated based on the remaining term to maturity in months (rounded to the nearest month) and the number of monthly payments remaining in the term. When calculating the present value in connection with (2), we adjust the principal and interest payment amounts because they would have been different using the Current Interest Rate. The Current Interest Rate is the current posted interest rate offered by us for a new fixed rate closed term mortgage with a term that is closest to the remaining term of your existing mortgage (rounded up if exactly between 2 terms), which can be located at scotiabank.com or at your local Scotiabank branch. As noted above, the Current Interest Rate will be discounted by any rate discount you received on your existing mortgage. Your rate discount, if applicable, is noted above.

◆ For Progress Draw Construction Mortgages, the Annual Prepayment Privilege is not available during the Interest Only term.

Δ Please refer to your Personal Credit Agreement and Cost of Borrowing Disclosure Statement or Renewal Agreement, if applicable, for details about prepayment and a complete list of charges that may apply if you prepay your mortgage before the maturity date

‡ You may obtain current information about Scotiabank service fees by contacting your servicing branch.

† If your term is greater than 5 years and you prepay some of the entire principal amount of your mortgage, after the 5th year, the maximum prepayment charge is the amount in (A) above

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Enjoy more free time by managing your Scotiabank mortgage digitally

Use your Scotiabank mortgage number to activate digital banking today and:

- Change your payment amount and frequency*.
- Check your mortgage details, including principal balance, payment amount, remaining amortization and more.
- Access helpful tools like the Mortgage-Free Faster and Mortgage Payment Calculators.
- Go paperless and receive electronic statements and notices.

How to activate your Scotia Line® and Mobile access

1. Go to scotiabank.com or download our Mobile Banking app.
2. On your desktop, click "**Activate Now**" under the "Sign in" button. On your mobile app, tap "**Activate Mobile Banking**".
3. Select **Mortgage** under the "Product" dropdown, and enter your account number and personal details.
4. Create your username and password, and sign in.

* Subject to the terms and conditions of your mortgage



BNS_MASE_PHJ001_003-310207 HRI - 02-02-30-1 240693

This is **Exhibit "G"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

3/9/26, 4:43 PM

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The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

46610 BROOKS AVE CHILLIWACK V2P 1C9

Area-Jurisdiction-Roll: 15-303-0863-46610



15-303-086346610 11/20/2013

Total value \$1,065,000

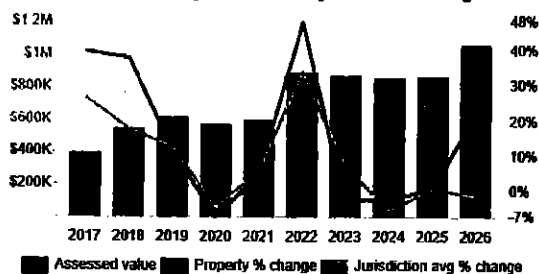
2026 assessment as of July 1, 2025

Land	\$791,000
Buildings	\$274,000
Previous year value	\$870,000
Land	\$601,000
Buildings	\$269,000

Property value history

2026	+22%	
2025	+1%	
2024	-2%	
2023	-2%	
2022	+48%	

Property value and City of Chilliwack jurisdiction change



Property Information

Year built	1971
Description	1 STY house - Standard
Bedrooms	3
Baths	2
Carports	
Garages	
Land size	10890 Sq Ft
First floor area	1,453
Second floor area	
Basement finish area	548
Strata area	
Building storeys	1
Gross leasable area	
Net leasable area	

Legal description and parcel ID

LOT 1, PLAN BCP22072, DISTRICT LOT 343, GROUP 2, NEW WESTMINSTER LAND DISTRICT
 PID: 026-613-379

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length

TITLE SEARCH PRINT

79

2026-03-09, 16:44:48
Requestor: Enza BraunnFile Reference: 4976-1
Declared Value \$935000****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA9294064 CA6103813
Application Received	2021-08-20
Application Entered	2021-08-24
Registered Owner in Fee Simple Registered Owner/Mailing Address:	PARAMJIT KAUR NAHAL, DISPATCHER MANDEEP SINGH NAHAL, DISPATCHER 2960 EVERGREEN STREET ABBOTSFORD, BC V2T 2S4 AS JOINT TENANTS
Taxation Authority	Chilliwack, City of
Description of Land Parcel Identifier: Legal Description:	026-613-379 LOT 1 DISTRICT LOT 343 GROUP 2 NEW WESTMINSTER DISTRICT PLAN BCP22072
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	BA61161
Registration Date and Time:	2006-02-03 09:56
Registered Owner:	CITY OF CHILLIWACK
Remarks:	INTER ALIA
Nature:	MORTGAGE
Registration Number:	CA6316221
Registration Date and Time:	2017-09-22 08:12
Registered Owner:	THE TORONTO-DOMINION BANK
Cancelled By:	CB566144
Cancelled Date:	2023-04-14

TITLE SEARCH PRINT

80

2026-03-09, 16:44:48

File Reference: 4976-1

Requestor: Enza Braunn

Declared Value \$935000

Nature: MORTGAGE
Registration Number: CA9294065
Registration Date and Time: 2021-08-20 14:39
Registered Owner: THE BANK OF NOVA SCOTIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9294066
Registration Date and Time: 2021-08-20 14:39
Registered Owner: THE BANK OF NOVA SCOTIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

This is **Exhibit "H"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

Scotiabank. Mortgages

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THE BANK OF NOVA SCOTIA 00240
#100-2777 GLADWIN ROAD
ABBOTSFORD BC V2T 4V1 604-870-3200

BNS_MASE_PWJ0001 E D 00240 318052

MRS PARAMJIT K NAHAL
2960 EVERGREEN STREET
ABBOTSFORD BC V2T 2S4

MR MANDEEP NAHAL, MRS PARAMJIT K NAHAL

Page 1 of 3

Your mortgage number: 486708-2

Type of mortgage: Variable Rate¹

Term: 5 years

Renewal date: August 20, 2026

Annual interest rates on:

January 1, 2025 5.00000%

December 31, 2025 4.00000%

Property Address:

LOT 1 DISTRICT LOT 343

46610 Brooks Avenue

Chilliwack, BC

Questions about your mortgage?

Call us at 1-877-268-4228 or visit our
website at scotiabank.com.

The information reported on this statement only includes transactions that have been posted to your account as of December 31st. It is possible that you have made transactions that were not yet posted to your account when this statement was prepared.

Important Information

Please keep this statement if needed, for income tax purposes. Please review your statement carefully and call us if you have any questions.

Plan today for a more financially secure tomorrow.

Scotia Mortgage Protection insurance can pay off your entire outstanding mortgage balance in the event of death or a specific critical illness. It can also maintain your mortgage payments if you become disabled and unable to work. For more details on how to help financially protect your family home and loved ones, contact your branch or call 1-855-753-4272 M-F, 8am to 8pm ET.

All borrowing parties with retail borrowing products may elect to receive separate cost of borrowing disclosure documents such as monthly or annual statements. For further information, please contact your branch.

Tips to be mortgage-free faster:

- 1 Take advantage of your 20% annual prepayment privileges: Make a lump sum payment or increase your payment amount when you can.
- 2 Make your regular payments more frequent. Choose bi-weekly or weekly rather than monthly payments.
- 3 At renewal, if your interest rates have decreased keep your payments the same. The extra amount will be applied directly to your principal, helping you pay off your mortgage faster.

Your annual mortgage statement

from January 1 to December 31, 2025

Your mortgage balance

Principal balance on January 1, 2025	\$706,995.44
Minus Regular principal payments you made	\$14,031.77
Principal balance on December 31, 2025	\$692,963.67

Mortgage payments you made in 2025

Total principal you paid	\$14,031.77
Total interest you paid	\$31,156.15
Total amount you paid in 2025	\$45,187.92
Total Cost of Borrowing (including interest) for the mortgage term as of Dec 31, 2025	\$171,161.19

Your regular mortgage payments

Your payment frequency	Monthly
Principal and interest payment ¹	\$3,596.17
Property tax payment	\$0.00
Your regular mortgage payment*	\$3,596.17

◆ Interest is compounded semi-annually not in advance.

¹ For Progress Draw Construction Mortgages, your payment consists of interest only during the construction period. Please see your Personal Credit Agreement for details about your property tax responsibilities.

* The payments above do not include Scotia Mortgage Protection premium(s). If you have coverage under Scotia Mortgage Protection, your creditor insurance premium(s) will be collected together with your mortgage payments if you have been advised accordingly.



272071

BNS_MASE_PWJ0001_003-318052_HRI - 02-01-03-1

Your Annual Prepayment Privilege*

Your 20% Annual Prepayment Privilege (based on the original principal amount) is \$149,600.00*

Prepayment Charge Variables Used to Estimate a Prepayment Charge**

Interest Rate Type:	Scotia Flex closed
Principal Balance Outstanding:	\$692,963.67
Cashback Received:	\$0.00
Mortgage Interest Rate:	4.00000%

Prepayment and Other Charges ^Δ

You will pay a prepayment charge if you pay more of your mortgage than your prepayment privilege allows or if you pay your mortgage in full before the end of your term. A summary of the applicable charges are outlined below.

	Fixed Rate	Variable Rate
Prepayment Charge	The higher of (A) or (B): † (A) 3 month's interest at the mortgage interest rate on the amount you want to prepay. (B) Interest rate differential***	3 month's interest on the amount you want to prepay: • at the mortgage interest rate, or • at the Cap Rate, if you have a variable rate mortgage with a capped rate
Open Term Administration Fee	An administration fee will apply if you prepay your entire mortgage within the 1 st year from the date when your mortgage was first entered into with us.	
Cashback Repayment	Repayable amount is prorated based on the time remaining in your term, if applicable.	
Other Charges ‡		
Discharge Administration/ Transfer/Assignment Fees	Varies by province. In Quebec, refer to your Notary for costs.	
Registry Office Discharge Registration Fee	Provincial government charge paid directly to Land Registry Office or to the bank in provinces where the bank registers the discharge.	

You may estimate prepayment charges by using the Mortgage Prepayment Charge Calculator available on scotiabank.com or please call us at 1-877-268-4228 to speak to a representative who can provide you with the exact prepayment charge that would be applicable to you.

Factors that could cause a prepayment charge to change:

- Your mortgage is renewed to a new term or the balance of your mortgage changes.
- You have a variable rate mortgage and the bank's prime lending rate changes, therefore your mortgage interest rate changes.
- You have a fixed rate mortgage and the factors for calculating the interest rate differential change:
 - Posted interest rates change. If posted interest rates decrease, the interest rate differential amount increases.
 - The remaining term of your mortgage changes. For example, a 4 year comparison term on the day your prepayment charge is estimated, shortens over time to a 3 year comparison term. The comparison term interest rate decreases, therefore the interest rate differential amount increases.
 - The interest rate differential amount could change to an amount that is now greater than 3 months interest.

* Your annual prepayment privilege will be reduced by any prepayments you have already made this year

** Valid as of December 31, 2025

*** Interest rate differential: This means the difference between the amounts calculated in (1) & (2), where (1) is the present value of all interest you would have paid from the date of prepayment until the maturity date on the amount you want to prepay at the mortgage interest rate; and (2) is the present value of all interest that would be paid from the date of prepayment until the maturity date on the amount you want to prepay at the Current Interest Rate, less any rate discount you received on your existing mortgage. Where: The present value is calculated based on the remaining term to maturity in months (rounded to the nearest month) and the number of monthly payments remaining in the term. When calculating the present value in connection with (2), we adjust the principal and interest payment amounts because they would have been different using the Current Interest Rate. The Current Interest Rate is the current posted interest rate offered by us for a new fixed rate closed term mortgage with a term that is closest to the remaining term of your existing mortgage (rounded up if exactly between 2 terms), which can be located at scotiabank.com or at your local Scotiabank branch. As noted above, the Current Interest Rate will be discounted by any rate discount you received on your existing mortgage. Your rate discount, if applicable, is noted above.

◆ For Progress Draw Construction Mortgages, the Annual Prepayment Privilege is not available during the Interest Only term.

Δ Please refer to your Personal Credit Agreement and Cost of Borrowing Disclosure Statement or Renewal Agreement, if applicable, for details about prepayment and a complete list of charges that may apply if you prepay your mortgage before the maturity date.

‡ You may obtain current information about Scotiabank service fees by contacting your servicing branch.

† If your term is greater than 5 years and you prepay some of the entire principal amount of your mortgage, after the 5th year, the maximum prepayment charge is the amount in (A) above.

Scotiabank. Mortgages

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Page 3 of 3

Enjoy more free time by managing your Scotiabank mortgage digitally

Use your Scotiabank mortgage number to activate digital banking today and:

- Change your payment amount and frequency*.
- Check your mortgage details, including principal balance, payment amount, remaining amortization and more.
- Access helpful tools like the Mortgage-Free Faster and Mortgage Payment Calculators.
- Go paperless and receive electronic statements and notices.

How to activate your Scotia Line® and Mobile access

1. Go to scotiabank.com or download our Mobile Banking app.
2. On your desktop, click "**Activate Now**" under the "Sign in" button.
On your mobile app, tap "**Activate Mobile Banking**".
3. Select **Mortgage** under the "Product" dropdown, and enter your account number and personal details.
4. Create your username and password, and sign in.

* Subject to the terms and conditions of your mortgage



272073

BNS_MASE_PMD001_003-318052 HRI - -02-02-03-1

This is **Exhibit "I"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

2896 UPLAND CRES ABBOTSFORD V2T 2E9

Area-Jurisdiction-Roll: 15-313-51650-3690-1



15-313-5165036901 10/16/2012

Total value \$1,439,000

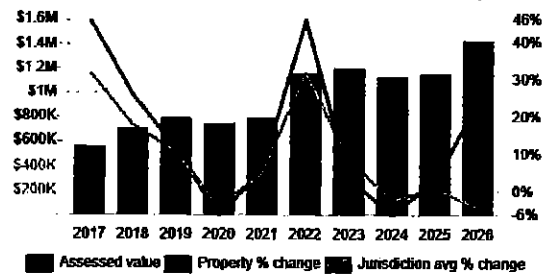
2026 assessment as of July 1, 2025

Land	\$1,429,000
Buildings	\$10,000
Previous year value	\$1,163,700
Land	\$1,087,000
Buildings	\$76,700

Property value history

2026	+24%	\$1,439,000
2025	+3%	\$1,387,000
2024	-6%	\$1,293,000
2023	+4%	\$1,345,000
2022	+45%	\$927,000

Property value and City of Abbotsford jurisdiction change



Property information

Year built	1969
Description	1 STY house - Standard
Bedrooms	5
Baths	3
Carports	
Garages	G
Land size	11151 Sq Ft
First floor area	1,609
Second floor area	
Basement finish area	1,213
Strata area	
Building storeys	1
Gross leasable area	
Net leasable area	

Legal description and parcel ID

LOT 13, PLAN NWP21315, PART E1/2, SECTION 19, TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT
PID: 000-557-234

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length

TITLE SEARCH PRINT

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2026-03-09, 16:44:48

File Reference: 4976-1

Requestor: Enza Braunn

Declared Value \$1600000

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA9974732 X69579E
Application Received	2022-06-01
Application Entered	2022-06-03
Registered Owner in Fee Simple Registered Owner/Mailing Address:	1322430 BC LTD, INC.NO. BC1322430 35904 TIMBERLANE DRIVE ABBOTSFORD, BC V3G 0H5
Taxation Authority	Abbotsford, City of Clearbrook Waterworks District
Description of Land Parcel Identifier: Legal Description:	000-557-234 LOT 13 SECTION 19 TOWNSHIP 16 NEW WESTMINSTER DISTRICT PLAN 21315
Legal Notations	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 22/06/1983 UNDER NO. W90088 PLAN NO. 66201
Charges, Liens and Interests	
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	H67281
Registration Date and Time:	1972-07-06 12:12
Registered Owner:	DISTRICT OF MATSQUI
Remarks:	PLAN 49293
Nature:	MORTGAGE
Registration Number:	CA9974733
Registration Date and Time:	2022-06-01 14:08
Registered Owner:	SCOTIA MORTGAGE CORPORATION INCORPORATION NO. A0085153

This is **Exhibit "J"** referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.



A Commissioner for taking Affidavits for British Columbia

Scotiabank. Mortgages

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THE BANK OF NOVA SCOTIA 00240
#100-2777 GLADWIN ROAD
ABBOTSFORD BC V2T 4V1 604-870-3200

BNS_MASE_PWJD001 ED 00240 007996

MR. GAGANDEEP S NAHAL
MRS. SIMRAN KAHLON
35904 TIMBERLANE DRIVE
ABBOTSFORD BC V3G 0H5

MR. GAGANDEEP S NAHAL, MRS. SIMRAN KAHLON

Page 1 of 4

Your mortgage number: 503237-5
Type of mortgage: Variable Rate¹
Term: 5 years
Renewal date: June 1, 2027
Annual interest rates on:
January 1, 2025 5.35000%
December 31, 2025 4.35000%

Property Address:
Lot:PID: 000-557-234, Conc:New
Westminis
2896 Upland Crescent
Abbotsford, BC

Questions about your mortgage?
Call us at 1-877-268-4228 or visit our
website at scotiabank.com.

The information reported on this statement
only includes transactions that have been
posted to your account as of December 31st.
It is possible that you have made transactions
that were not yet posted to your account
when this statement was prepared.

Important Information

Please keep this statement if needed, for
income tax purposes. Please review your
statement carefully and call us if you have any
questions.

All borrowing parties with retail borrowing
products may elect to receive separate cost of
borrowing disclosure documents such as
monthly or annual statements. For further
information, please contact your branch.

Tips to be mortgage-free faster:

1. Take advantage of your 20% annual
prepayment privileges: Make a lump sum
payment or increase your payment
amount when you can.
2. Make your regular payments more
frequent. Choose bi-weekly or weekly
rather than monthly payments.
3. At renewal, if your interest rates have
decreased keep your payments the same.
The extra amount will be applied directly
to your principal, helping you pay off
your mortgage faster.

Your annual mortgage statement from January 1 to December 31, 2025

Your mortgage balance

Principal balance on January 1, 2025	\$1,241,475.50
Minus Regular principal payments you made	\$22,416.24
Plus Adjustments	\$6,960.02
Principal balance on December 31, 2025	\$1,226,019.28

Mortgage payments you made in 2025

Total principal you paid	\$20,688.06
Total interest you paid	\$66,305.88
Total amount you paid in 2025	\$86,993.94
Total Cost of Borrowing (including interest) for the mortgage term as of Dec 31, 2025	\$336,939.21

Your regular mortgage payments

Your payment frequency	Monthly
Principal and interest payment ¹	\$6,429.67
Property tax payment	\$0.00
Your regular mortgage payment*	\$6,429.67

Other fees applied to your mortgage in 2025

Total Dishonoured Payment Fees paid**	\$240.00
Total Dishonoured Payment Fees outstanding***	\$48.00

◆ Interest is compounded semi-annually not in advance.

¹ For Progress Draw Construction Mortgages, your payment consists of interest only
during the construction period. Please see your Personal Credit Agreement for details
about your property tax responsibilities.

* The payments above do not include Scotia Mortgage Protection premium(s). If you
have coverage under Scotia Mortgage Protection, your creditor insurance premium(s)
will be collected together with your mortgage payments if you have been advised
accordingly.

** The Dishonoured Payment Fee is charged for each payment dishonoured by your
financial institution on the date the payment is returned/dishonoured. See your Cost of
Borrowing Disclosure Statement or renewal documents for details. This is the total
Dishonoured Payment Fees charged and collected as of December 31 of the year
covered by this annual statement.

*** Outstanding Dishonoured Payment Fees charged but not paid as of Dec 31 of the year covered by this annual statement.

Page 2 of 4

Scotiabank. Mortgages

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Page 3 of 4

Your Annual Prepayment Privilege*

Your 20% Annual Prepayment Privilege (based on the original principal amount) is \$256,000.00*

Prepayment Charge Variables Used to Estimate a Prepayment Charge**

Interest Rate Type:	Scotia Flex closed
Principal Balance Outstanding:	\$1,226,019.28
Cashback Received:	\$0.00
Mortgage Interest Rate:	4.35000%

Prepayment and Other Charges ^Δ

You will pay a prepayment charge if you pay more of your mortgage than your prepayment privilege allows or if you pay your mortgage in full before the end of your term. A summary of the applicable charges are outlined below.

	Fixed Rate	Variable Rate
Prepayment Charge	The higher of (A) or (B): † (A) 3 month's interest at the mortgage interest rate on the amount you want to prepay. (B) Interest rate differential***	3 month's interest on the amount you want to prepay: • at the mortgage interest rate, or • at the Cap Rate, if you have a variable rate mortgage with a capped rate
Open Term Administration Fee	An administration fee will apply if you prepay your entire mortgage within the 1 st year from the date when your mortgage was first entered into with us.	
Cashback Repayment	Repayable amount is prorated based on the time remaining in your term, if applicable.	
Other Charges ‡		
Discharge Administration/ Transfer/Assignment Fees	Varies by province. In Quebec, refer to your Notary for costs.	
Registry Office Discharge Registration Fee	Provincial government charge paid directly to Land Registry Office or to the bank in provinces where the bank registers the discharge.	

You may estimate prepayment charges by using the Mortgage Prepayment Charge Calculator available on scotiabank.com or please call us at 1-877-268-4228 to speak to a representative who can provide you with the exact prepayment charge that would be applicable to you.

Factors that could cause a prepayment charge to change:

- Your mortgage is renewed to a new term or the balance of your mortgage changes.
- You have a variable rate mortgage and the bank's prime lending rate changes, therefore your mortgage interest rate changes.
- You have a fixed rate mortgage and the factors for calculating the interest rate differential change:
 - o Posted interest rates change. If posted interest rates decrease, the interest rate differential amount increases.
 - o The remaining term of your mortgage changes. For example, a 4 year comparison term on the day your prepayment charge is estimated, shortens over time to a 3 year comparison term. The comparison term interest rate decreases, therefore the interest rate differential amount increases.
 - o The interest rate differential amount could change to an amount that is now greater than 3 months interest.

* Your annual prepayment privilege will be reduced by any prepayments you have already made this year

** Valid as of December 31, 2025

*** Interest rate differential: This means the difference between the amounts calculated in (1) & (2), where (1) is the present value of all interest you would have paid from the date of prepayment until the maturity date on the amount you want to prepay at the mortgage interest rate; and (2) is the present value of all interest that would be paid from the date of prepayment until the maturity date on the amount you want to prepay at the Current Interest Rate, less any rate discount you received on your existing mortgage. Where: The present value is calculated based on the remaining term to maturity in months (rounded to the nearest month) and the number of monthly payments remaining in the term. When calculating the present value in connection with (2), we adjust the principal and interest payment amounts because they would have been different using the Current Interest Rate. The Current Interest Rate is the current posted interest rate offered by us for a new fixed rate closed term mortgage with a term that is closest to the remaining term of your existing mortgage (rounded up if exactly between 2 terms), which can be located at scotiabank.com or at your local Scotiabank branch. As noted above, the Current Interest Rate will be discounted by any rate discount you received on your existing mortgage. Your rate discount, if applicable, is noted above.

◆ For Progress Draw Construction Mortgages, the Annual Prepayment Privilege is not available during the Interest Only term.

Δ Please refer to your Personal Credit Agreement and Cost of Borrowing Disclosure Statement or Renewal Agreement, if applicable, for details about prepayment and a complete list of charges that may apply if you prepay your mortgage before the maturity date.

‡ You may obtain current information about Scotiabank service fees by contacting your servicing branch.

† If your term is greater than 5 years and you prepay some of the entire principal amount of your mortgage, after the 5th year, the maximum prepayment charge is the amount in (A) above.

Enjoy more free time by managing your Scotiabank mortgage digitally

Use your Scotiabank mortgage number to activate digital banking today and:

- Change your payment amount and frequency*.
- Check your mortgage details, including principal balance, payment amount, remaining amortization and more.
- Access helpful tools like the Mortgage-Free Faster and Mortgage Payment Calculators.
- Go paperless and receive electronic statements and notices.

How to activate your Scotia Line[®] and Mobile access

1. Go to **scotiabank.com** or download our Mobile Banking app.
2. On your desktop, click "**Activate Now**" under the "Sign in" button.
On your mobile app, tap "**Activate Mobile Banking**".
3. Select **Mortgage** under the "Product" dropdown, and enter your account number and personal details.
4. Create your username and password, and sign in.

* Subject to the terms and conditions of your mortgage

This is Exhibit "K" referred to in the Affidavit of Gagandeep Singh Nahal affirmed before me at the City of Vancouver, in the Province of British Columbia this 9th day of March 2026.

D. Pruek

A Commissioner for taking Affidavits for British Columbia

CENTRAL SECURITIES REGISTER

Class "B" Voting Common Shares Without Par Value

Name of Company: 1322430 B.C. LTD.

Date Share Cert Issued	Date Share Certificate Canceled	Full Name and Address of Shareholder	No. of Shares	Acquired by Allotments, Conversions, Transfer or Exchange of Other	If Transferred, from:	ID No.	Issue Price Per Share	Consideration Paid to Company		
								Cash or Other	Cash	Other Than Cash Particulars [Cancel Details]
May 3, 2022		Simran Nahal 35904 Timberlane Drive Abbotsford, British Columbia, Canada V3G 0H5	1	Issuance/Allotment		1B	\$1.00	Cash	\$1.00	
Total Number of Class "B" Voting Common Shares Issued:										
								1		

CENTRAL SECURITIES REGISTER
 Class "A" Voting Common Shares with a Par Value of \$1.00

Name of Company: **1322430 B.C. LTD.**

Date Share Cert Issued	Date Share Cert Canceled	Full Name and Address of Shareholder	No. of Shares	Acquired by Allotments, Conversions, Transfer or Exchange	If Transferred, from:	ID No.	Issue Price Per Share	Consideration Paid to Company		
								Cash or Other	Cash	Other Than Cash Particulars (Cancel Details)
September 1, 2021		Gagandeep Singh Nahal 35904 Timberlane Drive Abbotsford, British Columbia, Canada V3G 0H5	100	Issuance/Allotment		1A	\$1.00	Cash	\$1.00	
Total Number of Class "A" Voting Common Shares Issued:								100		

Appendix C – Letter of Intent dated March 26, 2026

PRIVATE AND CONFIDENTIAL

Manney Transport Ltd., NCG National Container Group Inc., and Pacific Mountain Transport Limited
33695 South Fraser Way
Abbotsford, BC V2S 2C1

Attention: Jag Nahal, on behalf of the shareholders

With a copy to:

Alvarez & Marsal Canada Inc.
c/o Blake, Cassels & Graydon LLP
Suite 3500 , The Stack
1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Mr. Peter Rubin

Re: Proposed Acquisition of all issued and outstanding shares of Manney Transport Ltd., NCG National Container Group Inc., and Pacific Mountain Transport Limited (collectively, the "Targets")

[BJ NTD: The acquisition is structured as a share purchase instead of an asset purchase, to enable NB & BDC releasing securities over the trucking assets. We're mindful of the lack of a perfect solution to carve out the trucking assets from realization and also releasing the personal guarantees. We've considered both comfort letters from NB & BDC on the one hand, and NB & BDC fully discharge the personal guarantors on the other hand, and we're open to ideas to address the post-closing risks faced by the personal guarantors.]

Further to our recent discussions, we are pleased to provide you with this letter of intent ("**Letter**") setting forth in broad, general terms the basis upon which [New Co.] or its affiliate (the "**Purchaser**"), would offer to purchase the shares of the Targets in order to carry on the trucking businesses of the Targets (collectively, the "**Business**") in accordance with the terms contained herein (the "**Proposed Transaction**").

Except as set forth in Section 8 "Confidentiality" and Section 14 "General": (i) this Letter is not intended to create or constitute any legally binding obligations between the Purchaser and the Targets or their respective shareholders (the "**Prospective Vendors**"); and (ii) none of the Purchaser nor the Targets shall have any liability to the other party with respect to this Letter until a definitive share purchase agreement and other related documents (the "**Definitive Agreements**") are prepared, authorized, executed and delivered by and between all parties. The Definitive Agreements will contain the terms and conditions outlined herein and terms and conditions customarily found in purchase agreements of the kind contemplated by this Letter.

<p><i>1. Structure of Proposed Transaction</i></p>	<p>The Purchaser offers to purchase all of the issued and outstanding shares in the capital stock of each of the Targets (collectively, the "Purchased Shares").</p> <p>The Definitive Agreements are to include representations and warranties from the Prospective Vendors in respect of the legal and beneficial ownership of the Purchased Shares and of the assets set out in Schedule A hereto but otherwise shall be on an "<i>as is, where is</i>" basis without representations and warranties other than those expressly set out in the Definitive Agreements.</p> <p>The Proposed Transaction would exclude all existing cash and debt of the Targets, except the liabilities to be assumed by the Purchaser and set out in Schedule B hereto (the "Assumed Liabilities").</p> <p>The parties intend that the Definitive Agreements be drafted and entered into on or before [5] days from the date of acceptance of this Letter and the closing of the Proposed Transaction would occur following the satisfaction of the conditions precedent set out in the Definitive Agreements including financing, and any required third party consents and such other conditions that may be reasonably required in connection with the Proposed Transaction including those noted in this Letter (the "Closing").</p> <p>The parties may each consult their tax experts in respect of structuring the Proposed Transaction.</p> <p>The Purchaser will have the option to instead purchase the assets of the Targets.</p>
<p><i>2. Proposed Purchase Price</i></p>	<p>The total consideration to be paid by the Purchaser in connection with the Proposed Transaction would be \$1,350,000¹ (the "Purchase Price") and the Purchaser's assumption of the Assumed Liabilities. The Purchase Price will be calculated and allocated in the manner set forth in Schedule B hereto and is subject to tax advice.</p> <p>The Purchaser has calculated the Purchase Price on the basis of information currently known to the Purchaser and on the basis of the following assumptions:</p> <ul style="list-style-type: none"> (a) all revenue contracts and licenses of the Targets will be transferred to the Purchaser on completion of the purchase and sale of the Proposed Transaction; (b) all Key Employees (as defined below) will agree to remain with the Business;

¹ **BJ NTD**: For reference, the cash consideration amount in the March 16, 2026 letter was \$700,000.

	<p>(c) all supplier or third-party services agreement the Purchaser elects to be assumed will continue post-completion on the same terms; and</p> <p>(d) [●]².</p>
<p>3. <i>Access</i></p>	<p>The Targets and the Prospective Vendors shall, and shall cause the parties managing or controlling the Business, provide to the Purchaser and its agents and advisers complete access to the Targets' facilities, books and records and shall cause the directors, employees, accountants and other agents and representatives of the Targets to cooperate fully with the Purchaser and its representatives in connection with the Purchaser's due diligence investigation of the Targets and each Target's assets, contracts, liabilities, operations, records and other aspects of its business.</p> <p>The Purchaser will not disclose any confidential or proprietary information disclosed or provided to the Purchaser hereunder regarding the Targets to any of its representatives, except to those to whom disclosure is necessary in connection with the negotiations contemplated by this Letter and the settling of the Definitive Agreements. For purposes of clarity, the Purchaser may share all information provided by the Prospective Vendors to its legal and financial advisors and agents in connection with the evaluation and in furtherance of the Proposed Transaction including potential lenders and their legal and financial advisors and agents.</p>
<p>4. <i>Employees</i></p>	<p>It is understood that the Purchaser may identify those management employees of the Targets considered critical to the continued successful operation of the Business by the Purchaser (the "Key Employees"). The Prospective Vendors will cooperate with and support the Purchaser in its efforts to secure the agreement of the Key Employees to continue employment after the Closing.³</p>
<p>5. <i>Conditions</i></p>	<p>The Definitive Agreements would provide that the Proposed Transaction would be subject to customary terms and conditions, including the following:</p> <ul style="list-style-type: none"> ○ the approval of the boards of directors and shareholders (if required) of the Targets and the Purchaser; ○ the approval of the lenders and charge holders (if different than lenders) of the Targets;

² **BJ NTD**: placeholder for additional assumptions.

³ **BJ NTD**: Scope of employee TBD.

	<ul style="list-style-type: none"> ○ receipt of all necessary consents, approvals, exemptions and authorizations of governmental bodies, regulators, lenders, lessors and other third parties; ○ absence of any pending or threatened litigation regarding the Definitive Agreements or the transactions to be contemplated thereby; ○ on or before Closing, each of the Key Employees shall have agreed to continue working following Closing in his or her current capacity for the applicable Target, or the Purchaser if the Purchaser elects to purchase the assets of the Targets, on terms and conditions comparable to his or her existing terms and conditions of employment with the applicable Target; ○ execution and delivery of the Definitive Agreements in form satisfactory to the Purchaser; and ○ [●].⁴
<i>6. Definitive Agreements</i>	As soon as reasonably practicable after the execution of this Letter, the parties shall commence to negotiate the Definitive Agreements relating to the Purchaser's acquisition of the Purchased Shares, to be drafted by the Purchaser's counsel. The Definitive Agreements will include the terms summarized in this Letter and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind and are not inconsistent with this Letter. The parties shall also commence negotiating ancillary agreements to be drafted by the Purchaser's counsel.
<i>7. Termination</i>	<p>This Letter will automatically terminate and be of no further force and effect upon the earlier of:</p> <ul style="list-style-type: none"> (a) execution of the Definitive Agreements by the Purchaser and the Prospective Vendors; (b) mutual agreement of the Purchaser and the Prospective Vendors; and (c) the date a receiver is appointed for the Targets. <p>Notwithstanding anything in the previous sentence, Section 8 "Confidentiality" and Section 14 "General" shall survive the termination of this Letter and the termination of this Letter shall not affect any rights any party has with respect to the breach of this Letter by another party before such termination.</p>
<i>8. Confidentiality</i>	This Letter is confidential to the parties and their representatives.

⁴ **BJ NTD**: Placeholder for industry-specific approvals.

9. <i>Governing Law</i>	This Letter shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.
10. <i>Press Releases</i>	Except as and to the extent required by law, without the prior written consent of the other party, neither the Purchaser nor any of the Prospective Vendors shall, and each shall direct its representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction between the parties or any of the terms, conditions or other aspects of the Proposed Transaction.
11. <i>Consents</i>	The Purchaser and the Prospective Vendors shall cooperate with each other and proceed, as promptly as is reasonably practicable, to seek to obtain all necessary consents and approvals from government bodies, regulators, lenders, landlords and other third parties, and to endeavor to comply with all other legal or contractual requirements for or preconditions to the execution and consummation of the Definitive Agreements.
12. <i>Binding Provisions</i>	<p>If, despite the best efforts of the parties, Definitive Agreements are not reached and executed by the parties by [April 7, 2026]⁵, then either the Prospective Vendors (acting unanimously) or the Purchaser shall be entitled to terminate this Letter by written notice to the other parties, provided that the parties' undertakings as to the matters specified below shall survive the termination of this Letter, and that such termination shall not affect the liability of a party for breach of any of such binding commitments prior to the termination.</p> <p>This Letter constitutes a legally binding commitment of the Purchaser and the Prospective Vendors only with respect to the following:</p> <p>(a) matters relating to confidential information as set out in Section 3 "Access"; and</p> <p>(b) matters relating to press releases as set out in Section 10 "Press Releases".</p>
13. <i>Covenants of the Prospective Vendors</i>	<p>During the period from the signing of this Letter through the execution of the Definitive Agreement, the Prospective Vendors shall cause each of the Targets to:</p> <p>(a) conduct the Business in the ordinary course in a manner consistent with past practice;</p>

⁵ **BJ NTD**: Depending on if the appointment of a receiver will be postponed beyond April 10, 2026, the Outside date is TBD.

	<p>(b) maintain its properties and other assets in good working condition (normal wear and tear excepted);</p> <p>(c) use its best efforts to maintain the Business and employees, customers, assets and operations as an ongoing concern in accordance with past practice;</p> <p>(d) not enter into any transaction other than in the ordinary course of its business and consistent with past practice on terms that are arm's length; and</p> <p>(e) give the Purchaser prompt written notice of any material change in or affecting the Business.</p> <p>The Prospective Vendors will take all commercially reasonable steps to ensure that each of the Targets comply with its covenants hereunder.</p>
14. General	<p>All amounts referred to in this Letter are expressed in Canadian dollars.</p> <p>All costs and expenses incurred in respect of this Letter and in respect of any resulting negotiations and agreements, including legal, accounting, broker, agent or finder charges, will be borne by the parties which incur the same. Each party hereto represents to the others that it has not retained any broker or finder with respect to the Proposed Transaction.</p> <p>This Letter and the Definitive Agreements will be interpreted and enforced in accordance with the laws of the Province of British Columbia.</p> <p>This Letter may be executed by electronic signature and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.</p>

If you wish to continue negotiations with the Purchaser on the basis described in this Letter, please sign this Letter where indicated below in duplicate and return one copy to the Purchaser no later than [●], 2026 (Pacific Time) to [email] after which time this Letter, if not accepted by you, will become null and void. We look forward to working with you to conclude a transaction along the lines discussed in this Letter.

Yours very truly,

[New Co.]

Per: _____

ACCEPTED AND AGREED by each of the undersigned as of this ___ day of March, 2026.

[•]

[•]

Per: _____
[•]

Per: _____
[•]

[•]

[•]

Per: _____
[•]

Per: _____
[•]

**SCHEDULE A
ASSETS**

[•]⁶

⁶ **BJ NTD**: To be determined.

SCHEDULE B
PURCHASE PRICE ALLOCATION
and
ASSUMED LIABILITIES

1. Purchase Price Allocation:
 - a. [●]⁷
2. Assumed Liabilities consist of⁸:
 - a. CRA Trust Claims in the amount of \$390,000 in CRA payroll trust liabilities;
 - b. \$907,024 in equipment and automobile lease obligations; and
 - c. \$587,000 in operational arrears, including Ritchie Bros. (\$237,000), Insurance (\$300,000), and Transportation (\$50,000).
 - d. Amounts required to be paid to employees and contractors
 - e. [●]

⁷ **BJ NTD**: To be determined – As between the shares of the three Targets.

⁸ **BJ NTD**: To be updated based on the current outstanding amounts.