

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE
GROUP HOLDINGS INC.** and those applicants listed on Schedule “A” hereto (each, an
“Applicant”, and collectively, the “Applicants”)

AIDE MEMOIRE OF THE FREIGHT COMPANIES
(For Hearing Returnable January 13, 2026)

1. On October 8, 2025, a group of 28 freight companies (the “Freight Companies”) served a Notice of Motion seeking: (1) the appointment of Morse Trafford LLP and Cozen O’Conner LLP as representative counsel; and (2) a motion for directions to challenge the enforceability of lease agreements purportedly entered into by the Freight Companies (and potentially hundreds of other similarly situated freight companies) who allege to have been induced to sign the lease agreements through fraudulent misrepresentation (the “Freight Company Motion”). A copy of the Notice of Motion is enclosed as **Tab 1**.
2. On December 17, 2025, the Freight Companies served their motion record for the Freight Company Motion and counsel began to canvas availability with the service list for a case management conference to timetable the motion. A copy of the supporting affidavit for the Freight Company Motion is attached at **Tab 2**. Attached at **Tab 3** is the draft order sought on the Freight Company Motion.

3. On or about December 23, counsel for the Freight Companies was advised in a phone call that Alvarez & Marsal Canada Inc. (“AM”) and BDO Canada Limited (“BDO”) were bringing motions for the approval of a claims process to address the Pride Group lease agreements (the “January 13 Motions”).
4. Many, if not most, of the lease agreements at issue in the January 13 Motions are directly at issue in the Freight Company Motion. If the Freight Company Motion were granted and the lease agreements ruled unenforceable the claims process contemplated by the January 13 Motions would be moot.
5. The January 13 Motions have been brought without notice to the presumed hundreds of companies alleged to be subject to similar lease agreements, despite AM and BDO already knowing about the Freight Company Motion.
6. Counsel for the Freight Companies were provided with the draft orders sought by AM and BDO on January 4, but only received copies of the motion records after checking to monitor’s website.
7. On January 7, counsel for the Freight Companies wrote to counsel for AM and BDO setting out the position of the Freight Companies that the Freight Company Motion should be addressed by the court first before the return of the January 13 Motions. A copy of this correspondence is enclosed as **Tab 4**.
8. AM and BDO also did not serve counsel for the Freight Companies with its factum.
9. The Freight Companies submit that the Freight Company Motion should be addressed before the court considers granting the request by AM and BDO to impose a claims process.

10. There are likely hundreds of unknown companies with lease agreements that conflict with corresponding rental contracts. This poses a threshold issue on entitlement to payment for any alleged default under the lease agreements.
11. Furthermore, the manner in which AM and BDO have brought their motion raises significant concerns about procedural fairness. Those most effected by the proposed claims process are without representation, let alone notice.

The Allegations in the Freight Company Motion

12. Regrettably this matter is tainted by fraud and both the Pride Group's creditors and its customers were victims.
13. At the time of signing the lease agreements, the Freight Companies, which are, for the most part, small family run businesses, signed rental contracts with competing and inconsistent terms for the use of the exact same vehicles. The terms of the rental contracts were widely advertised. Under those contracts, the Freight Companies were promised new trucks every year, a fixed monthly cost, compensation for repair and maintenance, and downtime. In some instances, Freight Companies, consistent with the Pride Group advertisements, were given Teslas for use by the company principals for free when they entered into 5 or more rental contracts. The record submitted by the Freight Companies for the Freight Company Motion establishes that the terms of the rental contracts were honoured by Pride up until (and in some case even after) the *CCAA* proceedings.
14. Meanwhile the terms of the conflicting lease agreements are onerous. While the monthly cost is often the same as in the corresponding rental contracts, there is no compensation for repair and maintenance, no payment for downtime, no obligation to replace the trucks (which suffer heavy depreciation from frequent use), have strict termination provisions

and, in most cases, include obligations to pay balloon payments at the end of the purported lease term.

15. The representatives of the Freight Companies were assured that the lease agreements were not enforceable contracts and were for Pride's "internal purposes". They were told that the rental contracts represented the true agreement for the use of the vehicles. The record for the Freight Company Motion sets out some of the key documentation underlying the claim for fraudulent misrepresentation and includes examples of the competing rental contracts, Pride Group advertisements for the rental contracts, audio recordings of a Pride Group salesman confirming that the terms of the Rental Contracts were the terms of the actual agreement, and invoices for repair, maintenance and downtime costs paid for by Pride consistent with the terms of the rental contracts, and inconsistent with the terms of the lease agreements.
16. The Freight Companies' motion record, however, does not include each and every instance of a competing rental contract and lease agreement. There are, no doubt, many more instances of competing rental contracts and lease agreements.
17. Counsel for the Freight Companies, Morse Trafford LLP, is periodically contacted by other freight companies through word of mouth in the freight trucking community (predominantly in Ontario) seeking to join the proceedings and to challenge the enforceability of the lease agreements. There are presumably hundreds of other similarly situated freight companies across Canada based on the number of leases the creditors of the Pride Group claim to be outstanding.
18. AM and BDO make no mention of the Freight Companies in their materials. They make no mention of the Freight Companies' position in their Joint Factum.

19. It is manifestly unfair for the court to consider the January 13 Motions when proper notice has not been given to those that will be most affected by the proposed orders. The January 13 Motions seek to limit the rights of those that will be subject to the orders, if granted.
20. These companies require representative counsel so they can have representation and legal advice. Without representative counsel, the costs of these proceedings will spiral even further (especially given the claim for the approval of fees sought by AM, BDO and their lawyers in the January 13 Motions).
21. The Freight Company Motion for the appointment of representative counsel should proceed before considering of the January 13 Motion and the creation of a claims process. Furthermore, the determination of whether the lease agreements, as a whole, are unenforceable should be determined before the creation of a claims process.
22. This is the least expensive, most expeditious and fairest process for all stakeholders.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 9th day of January, 2026.



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SCHEDULE “A”

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.
-

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

-

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.

- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE
GROUP HOLDINGS INC.** and those Applicants listed on Schedule "A" hereto (each, an
"Applicant", and collectively, the "Applicants")

NOTICE OF MOTION
(Appointment of Representative Counsel)

Certain freight companies that entered into leases and rental agreements with Pride Fleet Solutions, an Applicant, (the "**Freight Companies**") will make a motion for advice and directions regarding an order (i) appointing representative counsel in these proceedings and (ii) to seek advice and directions to declare certain lease agreements unenforceable, before Mr. Justice Osborne of the Ontario Superior Court of Justice (Commercial List) on a date to be set or as soon after that time as the motion can be heard at 330 University Avenue, in Toronto.

PROPOSED METHOD OF HEARING: This motion is to be heard

- ☐ In writing under subrule 37.12.1 (1)
- ☐ In writing as an opposed motion under subrule 37.12.1 (4)
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

THIS MOTION IS FOR

1. An Order substantially in the form attached hereto as Schedule “B”, among other things
 - a. appointing Morse Trafford LLP and Cozen O’Connor LLP as representative counsel (“**Representative Counsel**”) to represent the Freight Companies that entered into any written, oral, express or implied lease and rental agreements with Pride Fleet Solutions and/or TPine Truck Rental Inc in respect of all claims (“**Claims**”) to be made by the Freight Companies in these proceedings;
 - b. appointing Adnan Ahmed and Amit Kumar as representatives of all Freight Companies (the “**Representative Committee**”) to instruct and advise Representative Counsel, provided that any other members may be appointed to the Representative Committee from time to time and on such terms as may be agreed to by the Representative Committee or established by further order of this Court;
 - c. authorizing Representative Counsel to take all steps and to perform all acts necessary or desirable in representing the Freight Companies, including without limitation by:
 - i. developing a process for the identification of valid and provable Claims;
 - ii. analyzing Claims that the Freight Companies may have, directly or indirectly, against the Applicants, its current and former officers and directors and third parties, arising out of the operation of the Applicants’ business, including the operation of Pride Fleet Solutions and TPine Truck Rental Inc or other entities under the corporate umbrella or directly or indirectly related to the Applicants;
 - iii. responding to inquiries from the Freight Companies;
 - iv. seeking a declaration from the Court that the lease agreements discussed herein are unenforceable and to set a timetable during a case conference for the adjudication of the parties’ positions; and
 - v. performing such other actions approved by the Court

(the “**Representative Counsel Mandate**”);

- d. granting a charge attaching to the assets of the Respondents as security for the professional fees of Morse Trafford LLP and Cozen O’Connor LLP as Representative Counsel, at its standard rates and charges, up to an aggregate maximum amount of \$200,000, exclusive of HST and disbursements (the “**Representative Counsel Charge**”)
 - e. seek advice and directions from the court to declare all lease agreements entered into between Pride Fleet Solutions, TPine Truck Rentals, or, more generally, the Applicants, with the Freight Companies as unenforceable; and
2. such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

Background

1. On March 27, 2024, the Applicants sought and obtained creditor protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order granted by the Court which among other things, appointed Ernst & Young Inc. (the “**Monitor**”) as the court-appointed Monitor for the Applicants.

The Freight Companies

2. Prior to the CCAA proceedings, various freight companies entered into rental contracts for the use of freight trucks with Pride Fleet Solutions, which is an Applicant. The Freight Companies entered into rental contracts for the use of trucks provided by Pride Fleet Solutions, which included such terms as:
 - a. a fixed monthly contract payment;
 - b. a fixed mileage allowance and additional mileage charge;
 - c. a requirement that the Pride Group Holdings Inc. (“**Pride Group**”) provide all maintenance for the trucks;

- d. Pride Group be responsible for the cost of “wear and tear”;
 - e. Pride Group would replace the truck every year with a new or late model replacement;
 - f. Pride Group would compensate the renter for breakdown and downtime coverage after 72 hours;
 - g. entering into rental contracts for five trucks would result in an entitlement to the use of a Model Y Tesla for free, and entering into rental contracts for 10 trucks would result in the use of a Model S or Model X Tesla for free; and
 - h. a contract term of five years, but subject to termination with payment of two months' rent for every remaining year in the contract.
- 3. The terms of these rental contracts were widely advertised.
 - 4. The terms of the rental contracts were also honoured by the Pride Group, which undertook the required maintenance, paid for downtime charges and replaced the trucks every year as required.
 - 5. In addition to entering into rental contracts, however, the Freight Companies were required by the representatives of the Pride Group to also sign lease agreements for the same vehicles with TPine Leasing Capital Corporation and/or TPine Truck Rental Inc.
 - 6. The lease agreements include onerous and unreasonable commercial terms that are directly contradictory to the terms of the rental contracts. The Freight Companies were also required to sign lease agreements for the Teslas provided to them as an incentive to enter into the rental contracts.
 - 7. The Freight Companies were specifically advised that these lease agreements were for "internal purposes" and would not be enforceable against them.
 - 8. Many of the Freight Companies are now receiving demand letters and other forms of communications from creditors of the Pride Group that have taken an assignment of the lease agreements and are seeking to enforce the terms of the lease agreements.

9. It is the Freight Companies' position that these lease agreements are not enforceable.
10. It appears that the Freight Companies, and potentially the creditors of the Pride Group, were the victims of fraudulent activity by the Pride Group.

The Need for Representative Counsel

11. There is no party in this proceeding that specifically focused on recovery for the Freight Companies.
12. The appointment of Representative Counsel for the Freight Companies is necessary to promote access to justice. It is impossible for the Freight Companies to have a meaningful participation without counsel: the Freight Companies are small, vulnerable and, generally, family run businesses and are not well equipped to be represented and heard without the assistance of the Court. The Freight Companies are comprised of many small businesses who are less sophisticated in these legal matters and cannot individually afford to incur legal fees in these CCAA proceedings. The Freight Companies are faced with enforcement proceedings referable to agreements that are not enforceable by the creditors of the Applicants, which have vastly more resources and sophistication.
13. As such, Morse Trafford LLP and Cozen O'Connor were instructed to bring a motion to jointly act as representative counsel to facilitate the identification of the other freight companies facing the same or a similar issues and act to address such issues with the Monitor and Court.

Representative Counsel Mandate

14. The proposed Representative Counsel would be authorized to undertake the Representative Counsel Mandate as well as to take all steps and perform all acts that are necessary or desirable in representing the Freight Companies.
15. As described herein, the Representative Counsel Mandate includes the appointment of Representative Counsel for the purpose of seeking a declaration from the Court that the lease agreements discussed herein are unenforceable and to set a timetable during a case conference for the adjudication of positions.

16. The proposed Representative Counsel would be authorized, at its discretion, on such terms as may be consented to by the Monitor or further order of the Court, to retain and consult with subject area experts and other professional and financial advisors as the proposed Representative Counsel may consider necessary to assist it with the discharge of its mandate.

Proposed Representative Counsel

17. The appointment of Morse Trafford LLP and Cozen O'Connor LLP will assist the Monitor in streamlining communications and providing access to legal counsel to the Freight Companies and/or other similar freight companies in similar circumstances in these CCAA proceedings.
18. No other representative counsel has been appointed in these proceedings for the Freight Companies and Morse Trafford LLP and Cozen O'Connor LLP are not aware of any other party seeking that role.
19. Morse Trafford LLP and Cozen O'Connor LLP already have the support of at least 26 freight companies. There are likely many more companies in similar situations that also rented trucks from Pride Fleet Solutions and were required to sign lease agreements with TPine Leasing Capital Corporation and/or TPine Truck Rental Inc. for the same vehicles on the condition that such lease agreements were for "internal purposes". Morse Trafford LLP and Cozen O'Connor LLP continue to collect the information on how many vehicles are at issue, but it is likely that there are hundreds, if not thousands of trucks subject to rental contracts and lease agreements.
20. Morse Trafford LLP and Cozen O'Connor LLP have the requisite knowledge, support staff, capacity and infrastructure to advise multiple clients and facilitate effective communication and information sharing among the Freight Companies, the Applicants, the Monitor and the Court.
21. Morse Trafford LLP and Cozen O'Connor LLP are not and have not been involved in any in these CCAA proceedings and are free from conflicts.
22. The proposed Order contemplates Representative Counsel being subject to a Representative Counsel Charge. Representative Counsel will play an integral role in this CCAA proceeding in the manner described above. Accordingly, it is necessary that Representative Counsel

receive the benefit of a Representative Counsel Charge as security for its professional fees and disbursements to ensure its effective and continued participation in this CCAA proceeding.

Other Grounds

23. The provisions of the CCAA and the inherent and equitable jurisdiction of this Court.
24. Rules 1.04, 1.05, 2.03, 3.02, 10, 16 and 37 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
25. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The affidavit of Adnan Ahmed to be filed; and
2. Such further and other evidence as counsel may advise and this Court may permit.

October 8, 2025

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Proposed Representative Counsel

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** et al (each, an “**Applicant**”, and collectively, the “**Applicants**”)

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto, Ontario

NOTICE OF MOTION

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Proposed Representative Counsel

TAB 2

Court File No. CV-24-00717340-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE
GROUP HOLDINGS INC.

**AFFIDAVIT OF ADNAN AHMED LUK
(Affirmed December 4, 2025)**

I. OVERVIEW

1. I am the owner and directing mind of 2141111 Alberta Ltd., operating as North Trans Logistics (“North Trans”), a freight and trucking company that operates out of Mississauga, Ontario. As set out in detail below, my company entered into a series of rental contracts with Pride Fleet Solutions (“PFS”), a member of the Pride Group, for the use of freight trucks and two Teslas (collectively referred to as the “Rental Contracts”).

2. At the same time, I was asked to sign corresponding lease agreements with another Pride Group entity, TPine Capital Lease Corporation, with terms that were significantly onerous and different than the terms of the related Rental Contracts (collectively referred to as the “Lease Agreements”).

3. As set out in detail below, I was explicitly told that the Lease Agreements were for “internal purposes only” and not enforceable against North Trans and that the Rental Contracts governed the rights and obligations of the parties for the operation of Pride Group vehicles.

4. My company and other freight companies (a list of which is attached as **Exhibit A**) (collectively the “Freight Companies”) have retained Mr. David Trafford of Morse Trafford LLP, and Mr. Steve Weisz and Ms. Dilina Lallani of Cozen O’Connor LLP, to act on behalf of the Freight Companies in the *CCAA* proceedings for the Pride Group.

5. Accordingly, I have personal knowledge of the matters set out below. Where I have relied on information obtained from others, I state the source of such information and believe it to be true.

6. The Freight Companies are generally small family-run operations that have agreed to pool their resources to retain legal counsel to challenge the enforcement of various Lease Agreements entered into with the Pride Group, which have now been assigned to creditors of the Pride Group, who are seeking to begin or have brought enforcement proceedings. In many cases, the Freight Companies are operated by proprietors for whom English is not their first language.

7. This affidavit is affirmed in support of a motion by the Freight Companies for an order appointing representative counsel, substantially in the form appended to **Tab 3** of the Motion Record.

8. The Freight Companies, like my company (as detailed below), all entered into rental contracts for the use of freight trucks (and other vehicles) with PFS and other Pride Group entities, while also signing onerous Lease Agreements with TPine Capital Lease Corporation and other Pride Group entities for the use of the same vehicles. It is the position of all of the Freight Companies that the terms of the rental contracts, not the Lease Agreements, set out the entitlements and obligations for the use of the Pride Group vehicles and that the corresponding Lease

Agreements were fraudulently misrepresented to the Freight Companies by the Pride Group representatives as being unenforceable and for “internal purposes” only.

9. Now faced with enforcement proceedings for Lease Agreements, which were represented to be unenforceable agreements by representatives of the Pride Group, the Freight Companies are confronted with very expensive litigation against well-funded creditors of the Pride Group, and claims for payment of hundreds of thousands of dollars (many of which are purportedly subject to personal guarantees).

10. Regardless of whether the order appointing representative counsel is granted, the Freight Companies also seek directions from the court for a further proceeding to challenge the enforcement of all of the Lease Agreements for the use of Pride Group vehicles.

11. Below I provide a summary of the Rental Contracts and Lease agreements with North Trans, along with additional relevant documentation from other Freight Companies, which sets out the general claim by the Freight Companies that the Lease Agreements are not enforceable. I am advised by Mr. Trafford and verily believe that his firm is in receipt of dozens of examples of competing Rental Contracts and Lease Agreements.

II. THE APRIL 25, 2023 RENTAL CONTRACTS AND LEASE AGREEMENT

12. On April 25, 2023, I entered into (on behalf of my company) a rental contract with PFS for the use of two used 2022 Volvo 760 freight trucks (the “Volvo Rental Contract”). A copy of the Volvo Rental Contract is attached as **Exhibit B**.

13. On the same day, April 25, 2023, I signed a lease agreement with TPine Lease Capital Corporation, also a member of the Pride Group, for the use of those very same freight trucks (the

“Volvo Lease Agreement”). A copy of the April 25, 2023 Volvo Lease Agreement is attached as **Exhibit C**.

14. While the corporate entities for both documents are different, they both fall under the Pride Group umbrella. In addition, both sets of documents explicitly concern the same freight trucks, which are identified by their Vehicle Identification Numbers (“VINs”), 4V4NC9EHXNN320344 and 4V4NC9EH3NN305474. Ultimately, I only picked up the Volvo with VIN 4V4NC9EHXNN320344. This vehicle was returned to the Pride Group on or about August 2, 2024.

15. When I entered into the Volvo Rental Contract and signed the Volvo Lease Agreement, I was explicitly told by salespersons at the Pride Group that the Volvo Lease Agreement was not an enforceable agreement and, instead, was required by the Pride Group for “internal purposes only” and was needed by the Pride Group for internal auditing and tax requirements. I was explicitly told that the terms of the Volvo Rental Contract governed my company’s rights and obligations with respect to the use of the two freight trucks and that the Volvo Lease Agreement was not an actual, enforceable agreement.

16. Attached as **Exhibit D** is a copy of an audio recording of a telephone conversation I had with Mr. Tarun Khanna, Regional Manager of Pride Truck Sales, on or about May 27, 2024, in which Mr. Khanna acknowledges and agrees that the Volvo Lease Agreement was for “internal purposes” only, and that the Teslas provided are “free”. This audio recording captures our conversation in Punjabi, my first language, and English. Attached as **Exhibit E** is another audio recording of a telephone conversation I had with Mr. Khanna on or about June 5, 2024, in which he again confirms my position that the trucks were provided pursuant to the Volvo Rental Contract.

17. On April 28, 2023, I exchanged emails with Mr. Khanna about the Volvo Rental Contract and the Volvo Lease Agreement where Mr. Khanna says: "Pfa [please find attached] Lease/rental documents. Kindly sign on green highlighted & mail back". On May 5, 2023, I wrote back to Mr. Khanna: "Since this is a rental, I don't think I would need GAP because I am just renting them out. Do you have the BOS on these trucks?". "GAP" refers to Guaranteed Asset Protection insurance, often associated with a lease agreement, and "BOS" refers to a bill of sale. I did not receive a response to this email or any indication or suggestion disagreeing with my position that I was renting the Volvos. A copy of the email exchange dated April 28, 2023 is attached as **Exhibit F**.

18. As noted above, I understood that the Pride Group wanted the Volvo Lease Agreement for internal tax or auditing purposes. I was unaware of the details of what those internal tax or auditing purposes were. I relied on the explicit representations of the Pride Group salesperson that the Volvo Lease Agreement was not an actual binding agreement with my company. I would have never entered into two conflicting written contracts had I understood and been advised that the terms of the Volvo Lease Agreement would be enforced against me and my company.

19. The terms of the Volvo Rental Contract and the Volvo Lease Agreement are contradictory and correspond more generally with the Rental Contracts and the Lease Agreements between the Freight Companies and the Pride Group (some of which are discussed in detail below).

20. The Rental Contracts, including the Volvo Rental Contract, include such terms as:

1. a fixed monthly contract payment;
2. a fixed mileage allowance and additional mileage charge;
3. a requirement that the Pride Group provide all maintenance for the trucks;
4. Pride Group be responsible for the cost of "wear and tear"; and

5. Pride Group had the right to replace the truck every year with 30 days' notice.

21. It is my position that there were additional terms to the Rental Contracts other than what is set out in the document itself. In particular, pursuant to the Rental Contracts, my company was entitled to:

- a. a new or late model replacement of the truck every year (as opposed to the Pride Group having the right to replace the truck);
- b. compensation by the Pride Group for breakdown and downtime coverage after 72 hours;
- c. the right to a “free” Tesla. In particular, entering into rental contracts for 5 trucks would result in an entitlement to the use of a Model Y Tesla for free, and entering into rental contracts for 10 trucks would result in the use of a Model S or Model X Tesla for free; and
- d. a contract term of 5 years, but subject to termination with payment of 2 months' rent for every remaining year in the contract.

22. These additional terms to the Rental Contracts were widely advertised and formed part of the terms of the Rental Contracts. Attached as **Exhibit G** is a copy of a widely publicized advertisement by the Pride Group setting out these additional terms.

23. Some of the Rental Contracts provided by members of the Freight Companies include an additional page, which explicitly sets out some of these ‘additional’ terms. For example, attached as **Exhibit H** is a copy of a September 12, 2023 Rental Contract between PFS (although another company Pride Diesel Inc. is also identified in the document) and the Freight Company, 102009104 Saskatchewan Ltd., which I understand operates as Kundra Bros Transport (the “Kundra Bros Rental Contract”). The first page of the Kundra Bros Rental Contract specifically includes the contractual term for the replacement of the truck every 12 months (subject to availability).

24. Freight trucks travel long distances, which results in significant depreciation and maintenance expenses. The terms of the Rental Contracts provided for a fixed monthly payment with the requirement for the Pride Group to pay for all necessary maintenance, downtime expenses and to provide a replacement truck every year insulated my company from the cost of depreciation on the freight trucks.

25. The contractual terms under the Rental Contracts (including those advertised terms set out above) are very attractive to freight companies because they allow you to effectively forecast your monthly expenses. Without these terms, freight companies must consider the periodic expense of downtime for their freight trucks. When a freight truck is not operating, the expense is not only the repair and maintenance, but also the lost opportunity to complete transport jobs.

26. As noted, the Pride Group explicitly advertised that owners of freight companies, like mine, would be given a free Tesla, either a Model Y, a Model S or a Model X, depending on the number of rental contracts signed.

27. Like the Rental Contract and the Lease Agreement for the two Volvo trucks, on April 25, 2023, I entered into a rental contract and signed a lease agreement for the use of three used 2022 Freightliner Cascadias (another type of freight truck). A copy of the April 25, 2023, rental contract for the 2022 Freightliner Cascadias, bearing VINs 1FUJHHDR5NLMW8549, 3AKJHHDR0NSNH3404, and 1FUJHHDR8NLMW8691, is attached as **Exhibit I** (the “Freightliner Rental Contract”) and the lease agreement is attached as **Exhibit J** (the “Freightliner Lease Agreement”). Furthermore, on April 25, 2023, I entered into a rental contract and signed a lease agreement for another Freightliner Cascadia bearing VIN 3AKJHHDR4NSNE8943, copies of which are attached as **Exhibit K** and **L** (the “Further Freightliner Rental Contract” and the

“Further Freightliner Lease Agreement” respectively). I returned the Freightliners to the Pride Group in August 2024.

28. Again, on April 25, 2023, I entered into a rental contract and signed a lease agreement for the use of two Tesla Model Ys bearing VINs 7SAYGDEE3NF573478 and 7SAYGDEE1NF576072. Enclosed as **Exhibit M** is a copy of the Tesla Model Y rental contract (the “Tesla Rental Contract”) dated April 25, 2023. Attached as **Exhibit N** is a lease agreement that I signed on April 25, 2023 for the use of the Tesla Model Ys (the “Tesla Lease Agreement”). I was advised that a Tesla Lease Agreement was required for the ‘free’ Tesla (as advertised) but only for “internal purposes”. Ultimately I only picked up the Tesla with the VIN 7SAYGDEE1NF576072 and I returned this vehicle to the Pride Group on or about August 15, 2024.

29. The terms of the Rental Contract were honoured by the Pride Group. For example, attached as **Exhibit O** is an invoice dated November 14, 2023, for \$2,663.30 paid to my company by TPine Lease (the Pride Group entity that is purported to be the lessor) for downtime, a contractual entitlement owed under the Rental Contracts, but not the Lease Agreements.

30. In addition, attached as **Exhibit P** is an email chain beginning April 9, 2024 where Mr. Khanna wrote to PFS, copied to me, and noted: “Dear Pride Fleet Solutions team...if client is not taking replacement unit then they are eligible for downtime”.

31. Attached as **Exhibit Q** are further examples of invoices in my possession for towing, service calls and maintenance provided by the Pride Group in accordance with the terms of the Rental Contracts.

32. To the best of my knowledge, all of the terms of the Rental Contracts, generally, were complied with by the Pride Group up until the time the *CCAA* order was granted. I understand that the Pride Group's creditors, such as Bennington Financial Corp and Mitsubishi HC Capital Canada, took assignments of the Lease Agreements, but not the Rental Contracts, after which, in most cases, with one exception reviewed below, the terms of the Rental Contracts were not honoured.

III. DOZENS OF FREIGHT COMPANIES ENTERED INTO RENTAL CONTRACTS AND SIGNED LEASE AGREEMENTS FOR "INTERNAL PURPOSES"

33. I have been in communication with many of the Freight Companies that also entered into Rental Contracts for freight trucks and signed contradictory Lease Agreements, all of whom were similarly told that the Rental Contracts represented the binding contract for the use of the Pride Group vehicles.

34. My counsel, Mr. David Trafford, advises me, and I verily believe, that the owners of the Freight Companies similarly advise that they were told the Rental Contracts represented the binding terms of their agreements with the Pride Group and that the Lease Agreements were for internal purposes only.

35. I understand that Mr. Trafford continues to be periodically contacted by other freight companies seeking to join our Freight Companies group. I am also advised by Mr. Trafford that his firm has collected dozens of Rental Contracts and corresponding Lease Agreements with competing commercial terms for the same vehicles, as identified by their VINs and that their ability to undertake a detailed review of this documentation and a more fulsome investigation is hampered by the limited funds of the Freight Companies.

36. I understand from Mr. Trafford and from my own review of some of the Rental Contracts and Lease Agreements that the terms are generally the same as the terms set out in the Rental Contracts and Lease Agreements referable to North Trans.

37. There are, however, exceptions, but as far as I am aware, all of the exceptions support my position and the expected evidence of the operators of the Freight Companies that the Rental Contracts were the definitive and binding agreements with the Pride Group.

38. For example, attached as **Exhibit R** is a March 9, 2023 rental contract with PFS and BGX Transport Inc., which is a company included in the group of Freight Companies (the “BGX Rental Contract”). The BGX Rental Contract concerns two 2024 Freightliner Cascadias bearing VINs 3AKJHHDR0RSUV2530 and 2AKJHHDR2RSUV2531. The BGX Rental Contract contains a unique written term at paragraph G: “This is final [sic] contract. Lease documents are for Internal purposes”.

39. Attached as **Exhibit S** is the corresponding lease agreement, dated March 9, 2023 (the “BGX Lease Agreement”).

40. Just like the Rental Contracts and Lease Agreements that my companies signed, the BGX Rental Contract contains the same terms and conditions, which conflict with the purported terms and conditions of the BGX Lease Agreements. I have reviewed documentation which shows that the Pride Group honoured the terms of the BGX Rental Contract, particularly the obligation to pay for maintenance. Attached as **Exhibit T** is a series of invoices for maintenance expenses paid for by Pride by the BGX Transport Inc. vehicles.

41. Attached as **Exhibit U** is an invoice for repair and maintenance of a BGX Transport Inc. vehicle dated October 9, 2024, which I understand from Mr. Trafford, post-dates the granting of the *CCAA* order for the Pride Group.

IV. THE RESIDUAL OBLIGATIONS PURPORTEDLY OWED UNDER THE LEASE AGREEMENTS

42. On the whole, I understand from Mr. Trafford that the Rental Contracts and the Lease Agreements provided by the Freight Companies are substantially the same, but there are a few differences and outliers, including the BGX Rental Contract and the South Pole Rental Contract reviewed above. However, nearly every Lease Agreement has a significantly different purported requirement for payment at the end of the Lease Agreement term.

43. For example, the Volvo Lease Agreement my company signed provides an option to purchase the vehicle for \$10.00. This low payment option is presumably a factor of the considerable depreciation suffered by a freight truck. This option to purchase is consistent with my understanding of a typical term in a lease agreement, under which the lessee only pays for depreciation over the term of the lease and the cost of financing, along with fees.

44. In contrast, there are Lease Agreements that do not have an option to purchase, but purport to require a mandatory payment at the end of the term, effectively requiring the lessee to purchase the vehicle. For example, a Lease Agreement with 1137254 Ontario Ltd., a copy of which is attached at **Exhibit V**, purports to require a mandatory payment at the end of the term of over \$159,139.00 (the “113 Ontario Lease Agreement”). It appears that a substantial majority of the Lease Agreements purport to have a mandatory payment obligation that effectively renders the Lease Agreement into a contract of sale if it is enforceable, but there is no apparent relationship

between the monthly payment purportedly owed under the Lease Agreements and the mandatory purchase price.

45. Based on my experience operating a freight company, I am confident in saying that entering into a lease for a freight truck, like the 113 Ontario Lease Agreement, that requires a mandatory payment in excess of \$100,000.00 at the end of the term for the purchase of a heavily depreciated vehicle does not make commercial sense, especially if the freight company is required to pay for annual maintenance, wear and tear and downtime for the use of the vehicle.

46. To date, our lawyers have been unable to determine any relationship between the payment terms under the Lease Agreements and the residual value and purported mandatory requirement to purchase the vehicle at the end of the Lease Agreement term.

47. To date, our lawyers have identified one set of Rental Contracts and Lease Agreements that explicitly addresses the apparent inconsistency between the terms of a Rental Contract and the purported obligation to purchase the vehicle at the end of the Lease Term. Attached as **Exhibit W** is a December 14, 2023 rental contract between PFS and South Pole Transport Inc. (a Freight Company) for two 2024 Freightliner Cascadias bearing VINs 3AKJHHDRXRSVA3253 and 2AKJHHDR1RSVA3252 (the “South Pole Rental Contract”). Attached as **Exhibit X** is the corresponding December 14, 2023 lease agreement (the “South Pole Lease Agreement”).

48. The South Pole Rental Contract is unique, as compared to the Rental Contracts entered into by the other Freight Companies, because it contains an explicit provision noting that Schedule “A” to the South Pole Lease Agreement, which sets out a purported mandatory obligation to pay \$50,000.00 at the end of the lease term in exchange for title to the vehicles, is not enforceable against South Pole Transport Inc.

V. THE LEASE AGREEMENTS PURPORT TO CONTAIN ONEROUS PERSONAL GUARANTEES

49. In addition to the onerous commercial terms, the Lease Agreements purport to include personal guarantees. As a result, many of the Freight Companies and their owners are not only faced with enforcement proceedings from the Pride Group creditors, which took an assignment of the Lease Agreements, on the Lease Agreements, but are also facing the enforcement of personal guarantees, which, if enforced, would likely result in personal bankruptcies. In most cases, I understand from discussions with other Freight Companies that the vehicles subject to the Rental Contracts and Lease Agreements have been returned to the Pride Group (or its creditors), either voluntarily or through a repossession process, although Mr. Trafford advises me that some Freight Companies still retain possession of the vehicles subject to both Rental Contracts and Lease Agreements.

50. The creditors for the Pride Group have been sending notices to the Freight Companies indicating an intention to enforce the terms of the Lease Agreements and the personal guarantees, examples of which are attached as **Exhibit Y**. In addition, I am aware of at least one Statement of Claim that has been issued seeking to enforce a Lease Agreement and personal guarantee, a copy of which is attached as **Exhibit Z**.

AFFIRMED remotely by Adnan Ahmed Luk, in City of Toronto, Ontario, before me, in the City of Toronto, Ontario, on this 4th day of December, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

David Trafford

6B03D78D605745B...

David Trafford (68926E)

Commissioner for Taking Affidavits

Signed by:

Adnan Luk

C0AAB8FF91C8476...

Adnan Ahmed Luk

This is Exhibit A to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, appearing to be a stylized 'A' or 'L' with a flourish.

A Commissioner for taking affidavits

Company Name(s)

1. Village Haulers
2. BGX Transport
3. Smartways Haulage Inc
4. 2154720 Ontario Inc. (DBA Roadship)
5. 2294121 Ontario Inc. (DBA Day & Ross)
6. 2462100 Ontario Inc.
7. 10314803 Canada Inc. (DBA D Tarry Transport)
8. 2312787 Alberta Ltd.
9. 11480332 (DBA Royal Express Trucking Solutions)
10. 1616270 Ontario Inc. (DBA DM Transport)
11. North Trans Logistics
12. 102009104 Saskatchewan Ltd. (DBA Kundra Bros Transport)
13. Reliance Trucking Inc.
14. Virdi Trucking
15. Tyson Trucking
16. 2093926 Ontario Inc. (DBA Freight X Trucking (D&R))
17. 2072316 Ontario Inc.
18. Boom Transport
19. Kirat Trucking/Randhawa Transportation
20. Himalya Express
21. Black Deer Transport
22. South Pole Transport Inc.
23. Optimum Truck Lines
24. Pearson Trukline Ltd
25. 2858968 Ontario Inc
26. 7989962 Canada Inc
27. 2530590 Ontario Inc. (DBA Core Transport)

This is Exhibit B to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AL 1 year

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AL

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AL

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AL

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EHXNN320344

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EH3NN305474

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By _____
NAME ADNAN AHMED LUK

This is Exhibit C to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 38669	
LESSEE	2141111 ALBERTA LTD.				CONTACT	ADNAN AHMED LUK	
CO-LESSEE					TELEPHONE	905-203-0142	
CO-LESSEE					EMAIL		
BILLING ADDRESS	31248 COYOTE VALLEY RD			CITY AND PROVINCE	Calgary, AB	POSTAL CODE	T3L 2R2
ASSET DESCRIPTION		Refer Equipment Schedule					
EQUIPMENT LOCATION							
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	04/25/2023	\$18,800.00 + Applicable Taxes	RENTAL	\$9,400.00	\$470.00	\$9,870.00	\$10.00
			GAP	\$0.00			See Schedule A for more options
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the fifteenth day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
15th		Authorized Cheque Signer(s) X				Title(s) <u>Director</u>	
PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE							

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only. Contemporaneous with execution of this lease, Lessor intends to assign the benefits of the Lease as security to Volvo Financial Services. Accordingly, this Lease is subject to the rights and interest of Volvo Financial Services.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or

warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or the Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: April 25, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) **2141111 ALBERTA LTD.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title **Owner** Date **04/25/2023**
Authorized Signatory

INDEMNITOR

(Full Legal Name) **ADNAN AHMED LUK**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory

By: _____
Name: ADNAN AHMED LUK
Title: _____



*** SCHEDULE "A" ***

To Lease Agreement dated April 25, 2023, between TPine Leasing Capital Corporation and 2141111 ALBERTA LTD..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

\$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____
Name: _____
Title: _____

By: 
Name: ADNAN AHMED LUK
Title: _____



NO EQUITY LETTER

Date: April 25, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
-------------	------------	--------------	-------	-------------	-------

				<u>USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EHXNN320344</u>	
				<u>USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EH3NN305474</u>	

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from Pride Truck Sales Mississauga, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

2141111 ALBERTA LTD.

By _____
Name ADNAN AHMED LUK
Title _____

ADNAN AHMED LUK

By 
Name ADNAN AHMED LUK
Title _____



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY


Date April 25, 2023
Lease # 38669
VIN # 4V4NC9EHXNN320344 , 4V4NC9EH3NN305474

Date April 25, 2023
Invoice # 38669
Bill To 2141111 ALBERTA LTD.
31248 COYOTE VALLEY RD
Calgary, AB T3L 2R2

	DESCRIPTION	AMOUNT
	First and Last Payment	\$18,800.00
	Application Fee	\$0.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
SUBTOTAL		\$18,800.00
% GST		5%
AMT GST		\$940.00
GRAND TOTAL		\$19,740.00

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. Second Monthly Payment is due on June 15, 2023


Authorized Signatory


Title

04/25/2023
Date



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: April 27, 2023

2141111 ALBERTA LTD.

31248 COYOTE VALLEY RD

Calgary, AB T3L 2R2

Hereinafter called <<Lessee>>

Equipment: USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EHXNN320344
USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EH3NN305474

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____
Name: _____
Title: _____

By: 
Name: ADNAN AHMED LUK
Title: _____

TPINE LEASING CAPITAL CORPORATION**PROOF OF INSURANCE COVERAGE**

This form must be completed by the Lessee's insurance broker and constitutes an integral part of the lease or rental documents. TPine Leasing Capital Corporation as the Lessor, is the owner of all leased equipment described and as a condition of the Lease, requires placement of insurance coverage for the duration of the lease term.

Insured/Lessee: 2141111 ALBERTA LTD.

Address : 31248 COYOTE VALLEY RD

City: Calgary

Contact: ADNAN AHMED LUK

Phone: 905-203-0142

Agent:

Address:

City:

Contact:

Phone:

Fax:

Insurance Company:

Policy Number:

End Date:

Maximum Coverage:

Min. Liability Coverage: \$ 2000,000

Equipment Cost: \$459,990.00

Max. Deductibles \$ 5000

Equipment Description (including model, make and serial number):

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EHXNN320344

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EH3NN305474

Endorsement: Tpine Leasing Capital Corporation / VFS Canada INC. is named as Loss Payee (ATIMA) and additional insured with respect to public liability and property damage arising out of the use and operation of the leased equipment. The policy contains a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy.

The undersigned hereby certifies that the insurance requirements as specified by TPine Leasing Capital Corporation have been effected on our behalf against which a certificate/s and/or policy/ies will be issued by the insurer/s. It is agreed that the insurance contracts and premium agreements subsequently issued shall conform to these insurance requirements. A formal insurance certificate will be forwarded to TPine Leasing Capital Corporation in a timely manner.

Insurance Broker Name:

By:

Name and title:

Dated

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AL 1 year

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AL

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AL

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AL

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EHXNN320344

USED 2022 VOLVO 760 WHITE BEARING S NO. 4V4NC9EH3NN305474

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By _____
NAME ADNAN AHMED LUK

This is Exhibit D to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Please see corresponding Audio Recording entitled:
“Ex D – Audio Recording of Call with T. Khanna, dated May 27, 2024”
which was served with the Motion Record
on December 17, 2025

This is Exhibit E to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in blue ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Please see corresponding Audio Recording entitled:
“Ex E – Audio Recording of Call with T. Khanna, dated June 5, 2024”
which was served with the Motion Record
on December 17, 2025

This is Exhibit F to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'C' shape with a small loop at the end.

A Commissioner for taking affidavits

RE: Lease / Rental Documents : REMINDER

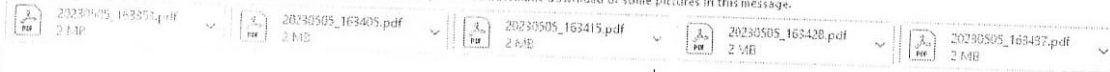


Tarun Khanna <tkhanna@pridetrucksales.com>

To: adnan.northtranslogistics.com; Parleen Kaur <safety.northtranslogistics.com>

Cc: Hardeep Bar

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Reply Reply All Forward ...

Send as Adobe Document Cloud link: Yes No

From: adnan.northtranslogistics.com <adnan@northtranslogistics.com>

Sent: Friday, May 5, 2023 4:33 PM

To: Tarun Khanna <tkhanna@pridetrucksales.com>

Cc: Harmanpreet Kaur Ghuman <hghuman@tprincapital.com>; Parleen Kaur <pkaur@tprincapital.com>; Inderjit Sasan <inderjit@pridagroupenterprises.com>; safety.northtranslogistics.com <safety@northtranslogistics.com>

Subject: RE: Lease / Rental Documents : FINAL REMINDER

External Message: Caution Opening Links/Docs

since this is a rental, I don't think I would need GAP because I am just renting them out. Do you have the BOS on these trucks?

Adnan

1715 Britannia Rd E, Mississauga, ON L4W 2A3, Unit 3

905-203-0142 Ext 1 F: 905-203-0143 C: 437-421-8540

adnan@northtranslogistics.com

"The future belongs to those who prepare for it today"



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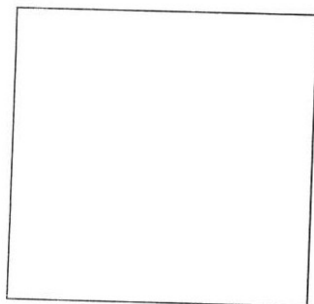
From: Tarun Khanna

Sent: Friday, April 28, 2023 10:50 AM

To: adnan [northtranslogistics.com](mailto:adnan@northtranslogistics.com) <adnan@northtranslogistics.com>

Subject: Lease / Rental Documents

Pfa Lease/rental documents. Kindly sign on **green** highlighted & mail back.



Tarun Khanna (TK)
Regional Manager - Ontario,
tkhanna@pridetrucksales.com

☐ 905-564-1077 x 30

☐ 647-409-6750

☐ pridetrucksales.com

☐ 5850 Dixie Rd, Mississauga, ON L4W 1E7 Canada



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Please consider your environmental responsibility. Before printing this e-mail message, ask yourself whether you really need a hard copy.

This is Exhibit G to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Advertisement

As per this



TPine Leasing
Capital Corporation



TPine
Truck Rental



FULL MAINTENANCE TRUCK RENTAL PLAN-2023

Miles / Year	Payment / Month
100,000	\$3,950.00
125,000	\$4,450.00
150,000	\$4,950.00
200,000	\$5,750.00
250,000	\$6,750.00

- Multi-Brand, Fully Loaded, Luxury package, Owner Operator Spec Units.
- New Truck/Late Model replaced every Year (Subject to availability).
- Consolidated Mileage Package for multiple unit orders.
- Wear & Tear by TPine Truck Rental.
- Damages Over & above \$ 500.00 to be borne by Client.
- Driver Abuse, Negligence, Accidental damage responsibility of Client.
- Overage (extra miles) @ 0.29 cents / mile.
- Breakdown replacement coverage after 72 hours. (Subject to availability or rental credit for the downtime)
- Term commitment five years.
- * • Contract can be cancelled in between by paying 2 months payment as penalty for every remaining year in the contract.
- Payments are subject to increase with mutual agreement in case of unprecedented increases in costs of equipment & parts, otherwise either party can cancel the remaining contract.
- All monthly payments are "All-In" plus applicable taxes only.



1-866-PRIDE-24

(1-866-774-3324)



www.PrideTruckSales.com

This is Exhibit H to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in blue ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPINE Rental Plan with Full Maintenance

Schedule & Coverage



Client Name: 102009104 Saskatchewan Hld. VIN: VA3214

YEAR: 2024

MAKE: Freightliner

MODEL: Caseadia

	ITEM	INTERVAL
1	Regular Oil Change	45,000-55,000 Miles
2	Steer Tires (Expected Life)	125,000-175,000 Miles
3	Drive Tires (Expected Life)	300,000 -350,000 Miles

	PRIDE's Responsibility	Client's Responsibility
1	Oil Change	Diesel, DEF Fluid, Other Fluids & Windshield
2	Complimentary Oil Top Ups (at Pride Shops...!!)	Any Minor Repairs under \$100.00 (But Complimentary at Pride Shops...!!)
3	Complimentary Coolant Top Ups (at Pride Shops...!!)	Any Accidental, driver abuse, Negligence related repairs (including towing)
4	Tire Replacement (Wear & Tear only) (at Pride Shops only)	Regular Tire Air Pressure Maintain, Check-Up, Blown up Tire
5	Truck Towing cost to Nearest OEM Dealer	Cost of Trailer Towing
6	Truck Replacement In Every 12 Months (Subject to Availability)	Insurance Coverage (Either client's own fleet Ins. OR the rental truck company Insurance) + Per Mile Charges of the replacement rental unit
7	24/7 PRIDE's Assistance / Guidance	Any warranty Related Work - Client to contact Nearest OEM dealer

All maintenance / repairs are preferred to be done at PRIDE SHOPS in regular business hours.

Any mechanical failure / breakdown is covered 365 Days 24 hours, 7 Days a week (24/7)

Below is list of PRIDE's current USA/Canada active maintenance shops.

- DETROIT : 500, Ternes Drive, Monroe, MI
- DALLAS: 34880, Lyndon B Johnson Freeway, Dallas, TX
- BAKERSFIELD: 31992 Famoso Rd, McFarland, CA
- FRESNO: 3369 Chestnut Ave South, Fresno, CA
- TOLEDO: 1125 East Alexis Road, Toledo, OH
- NEW JERSEY: 2382 Route 130, Dayton, NJ
- MISSISSAUGA: 6050 Dixie Road, Mississauga, ON
- MILTON: 10862 Steeles Avenue, Milton, ON
- FORT-ERIE : 933 Helena St, Fort Erie, ON
- REGINA: 4600 Victoria Avenue East, Regina, SK

PRIDE
DIESEL INC.
 ☎: 1-888-909-7117

& Many more getting added to the list very soon...Please call 24 Hours ahead to book for service appointment.

IF there is no convenient PRIDE location is available, service can be done thru 900 National Lease locations, TA & Love truck stops

Manager's Signature

Client's Signature

PRIDE

FLEET SOLUTIONS

Date September 12, 2023

Monthly Payment **\$5495 per month**

Mileage Allowance Annual **210K Miles per year**


Additional Rental per Mile **\$0.25**


Maintenance by **Pride**


Wear and tear by **Pride**

Any driver abuse responsibility **Client**

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. 

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. 

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. 

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc 

E. This is the first replacement for 1FUJHHDR7NLMW8827.

F. Remaining contract terms: 25 months

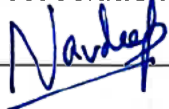
Please Note – All the amounts are applicable to taxes.

Vehicle Description

2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSVA3214

Pride Fleet Solutions Inc

By
Name:



102009104 SASKATCHEWAN LTD.

By

NAME HIMANSHU KUNDRA



6050 Dixie Rd, Mississauga, ON, L5T 1A6

Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com



SCHEDULE "B"

Vehicle Full Service Agreement

Date: September 12, 2023

This Service Agreement ("Agreement") made on the date mentioned above, is between Pride Diesel hereinafter called, "Pride", with its principal address at 6050 Dixie Rd, Mississauga, ON L5T 1A6, Canada and

102009104 SASKATCHEWAN LTD hereinafter called "Customer",

With its principal address at 3315 GREEN LILY RD, REGINA, SK S4V 3M3

I. VEHICLES COVERED AND TERM:

A. Pride does hereby lease to Customer and Customer does hereby lease from TPine, the vehicle or vehicles described in Lease Agreement:

2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSVA3214

(hereinafter, collectively, "Vehicles" or "Vehicle", attached hereto and from time to time hereafter executed and made part of this Agreement. The term of this Agreement shall commence on date of execution of the Lease Agreement and shall continue for Twenty Four (24) months or 200,000 Miles of operation (whichever occurs first) unless terminated earlier as provided for hereinafter.

B. Acceptance of Vehicles in service constitutes Customer's acknowledgement of compliance with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without TPine's prior written consent), special equipment, or material alteration in painting, lettering or artwork thereafter required by Customer. In the event that, subsequent to the date of execution of this Agreement by TPine, any Federal, Provincial or local law, ordinance or regulation requires the installation of any additional equipment, Customer will be responsible for all costs including installation expenses.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included in the Lease Agreement, or not maintained by TPine under a separate agreement, Customer agrees that such trailer and/or equipment will be in good operating condition.

D. **END OF TERM:** This Service Agreement will terminate in Twenty Four (24) months from the date of signing or 200,000 Miles of operation, whichever occurs first.

II. OPERATIONS OF VEHICLE

A. The Vehicles will be used and operated by Customer only in the normal and ordinary course of Customer's business and not in violation of any laws or regulations (including legal weight and size limits).



III. MAINTENANCE AND REPAIRS TO VEHICLES:

- A. Pride agrees to provide from Freightliner Dealer Network (Across North America) and at its cost: (1) oil, lubricants and all other operating supplies, and accessories necessary for the proper and efficient operation of the Vehicles; (2) maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition.
- B. Customer shall report any and all faulty operations or other trouble with respect to any and all Vehicles any nearest Freightliner dealer as soon as possible. Except and until so reported, it shall be presumed that said Vehicles are in good working condition. Customer further agrees not to cause or permit any person other than persons expressly authorized by TPine to make repairs or adjustments to Vehicles during the period of this service agreement.
- C. Any repair due to driver/operator abuse or negligence verified by OEM, will be not be covered by this service agreement and resulting cost need to be paid by the customer (Lessee).

IV. FUEL AND FUEL TAX REPORTING:

- A. FUEL: Customer is responsible to purchase fuel, diesel exhaust fluid (DEF, Urea), any other consumable and customer is responsible for the charges for all such fuel, diesel exhaust fluid (DEF, Urea) or any other consumable.
- B. FUEL TAX PERMITTING AND REPORTING: Customer is responsible to prepare and file fuel tax returns, Customer shall indemnify and hold TPine harmless from and against any claims or loss resulting from Customer's failure to pay any fuel taxes.

V . DRIVERS:

- A. Customer agrees that each Vehicle will be operated by a safe, careful, and properly licensed driver, who is the employee or agent of Customer, subject to Customer's exclusive direction and control and who operates the Vehicle lawfully.
- B. Customer shall at its own expense keep records as to the daily mileage and trip times of each driver and Vehicle and shall make these records available to Pride as required.

DATE: September 12, 2023

EXECUTED AS LESSOR:

PRIDE DIESEL INC.

A handwritten signature in blue ink, appearing to read "Navdeep", is written over a horizontal line.

(Authorized Signatory)

CUSTOMER
(LESSEE):

102009104 SASKATCHEWAN LTD

(The undersigned affirms that he/she is duly authorized to execute this Certificate)

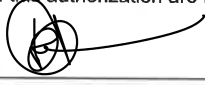
A handwritten signature in black ink, consisting of a stylized "A" and a long horizontal stroke, is written over a horizontal line. To the left of the signature is a small black arrow pointing to the right.

(Authorized Signatory)



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 40998		
LESSEE	102009104 SASKATCHEWAN LTD				CONTACT	HIMANSHU KUNDRA		
CO-LESSEE	HIMANSHU KUNDRA				TELEPHONE	306-807-0900		
CO-LESSEE					EMAIL			
BILLING ADDRESS	3315 GREEN LILY RD			CITY AND PROVINCE	REGINA, SK		POSTAL CODE	S4V 3M3
ASSET DESCRIPTION		2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSVA3214						
EQUIPMENT LOCATION								
TERM	EXECUTION DATE	ADVANCE PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS	
57 Months	09/12/2023	\$16,485.00 + Applicable Taxes	RENTAL	\$5,495.00	\$274.75	\$5,769.75	\$10.00	
			GAP	\$0.00				
			WALK-AWAY	\$0.00			See Schedule A for more options	
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.						
1st		Authorized Cheque Signer(s)				Title(s) Director		
		PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE						

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition,

design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the Lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. **CREDIT INVESTIGATION AND PRIVACY WAIVERS.** We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. **GENERAL INDEMNITY.** Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. **LANGUAGE.** The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. **WAIVER.** No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. **CO-LESSEES.** Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. **MISCELLANEOUS.** This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. **GUARANTEE AND INDEMNITY.** The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: September 12, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

LESSEE

(Full Legal Name)

102009104 SASKATCHEWAN LTD

The undersigned affirms that he/she is duly authorized to execute this Lease.

By

Authorized Signatory

Title

Director

Date

09/12/2023

CO-LESSEE

(Full Legal Name) **HIMANSHU KUNDRA**

CO-LESSEE

(Full Legal Name)

The undersigned affirms that he/she is duly authorized to execute the Certificate

By

Authorized Signatory

By

Authorized Signatory

By

Authorized Signatory

*** SCHEDULE "A" ***

To Lease Agreement dated September 12, 2023, between TPine Leasing Capital Corporation and 102009104 SASKATCHEWAN LTD.

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

\$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.


Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

102009104 SASKATCHEWAN LTD

By: _____
Name: _____
Title: _____

By: 
Name: HIMANSHU KUNDRA
Title: Director

HIMANSHU KUNDRA 
By: _____
Name HIMANSHU KUNDRA
Title: Director



NO EQUITY LETTER

Date: September 12, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
<u>2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSVA3214</u>					


This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from TPINE TRUCK RENTAL INC., was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

102009104 SASKATCHEWAN LTD

By _____
Name HIMANSHU KUNDRA
Title _____

HIMANSHU KUNDRA

By 
Name HIMANSHU KUNDRA
Title Director



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY

Date September 12, 2023
Lease # 40998
VIN # 3AKJHHR0RSVA3214

Date September 12, 2023
Invoice # 40998
Bill To 102009104 SASKATCHEWAN LTD
3315 GREEN LILY RD
REGINA, SK S4V 3M3

	DESCRIPTION	AMOUNT
	Advance Payment	\$16,485.00
	Application Fee	\$0.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
	SUBTOTAL	\$16,485.00
	% GST	5%
	AMT GST	\$824.25
	GRAND TOTAL	\$17,309.25

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. First Monthly Payment is due on November 1, 2023

Authorized Signatory

Director

Title

09/12/2023

Date



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: September 14, 2023

102009104 SASKATCHEWAN LTD

3315 GREEN LILY RD

REGINA, SK S4V 3M3

Hereinafter called <<Lessee>>

Equipment: 2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSVA3214

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and


(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

102009104 SASKATCHEWAN LTD

By: 
Name: HIMANSHU KUNDRA
Title: Director

HIMANSHU KUNDRA

By: 
Name: HIMANSHU KUNDRA
Title: Director

PRIDE TRUCK SALES

Waiver Acknowledgement

Stock: _____ VIN # 3AKJHHDR0RSVA3214


I hereby acknowledge the following:

- 1) I have been offered the opportunity to select the following applicable items:
(Please circle to indicate your choice).

✓ TPine-Walk-Away	ACCEPT _____	DECLINE <u>✓</u>
✓ Total Loss Protection (GAP)	ACCEPT _____	DECLINE <u>✓</u>
✓ Extended Warranty	ACCEPT _____	DECLINE <u>✓</u>
✓ Pride Roadstar	ACCEPT _____	DECLINE <u>✓</u>

- 2) The benefits of each product were explained to me and I fully understand them.
3) I did not elect to take the coverages noted as "DECLINE" and accept LIABILITY TRANSFER.

Buyer: 102009104 SASKATCHEWAN LTD.
(Please print name)


(Signature)

Co-Buyer: _____
(Please print name)

(Signature)

Dealer Representative: _____
(Please print name)

(Signature)

This is Exhibit I to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AR 1 year

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AR

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AR

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AR

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR5NLMW8549

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0NSNH3404

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR8NLMW8691

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By 
NAME ADNAN AHMED LUK

This is Exhibit J to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 38671	
LESSEE	2141111 ALBERTA LTD.				CONTACT	ADNAN AHMED LUK	
CO-LESSEE					TELEPHONE	905-203-0142	
CO-LESSEE					EMAIL		
BILLING ADDRESS	31248 COYOTE VALLEY RD			CITY AND PROVINCE	Calgary, AB	POSTAL CODE	T3L 2R2
	ASSET DESCRIPTION	Refer Equipment Schedule					
	EQUIPMENT LOCATION						
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	04/25/2023	\$28,200.00 + Applicable Taxes	RENTAL	\$14,100.00	\$705.00	\$14,805.00	\$10.00
			GAP	\$0.00			See Schedule A for more options
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the fifteenth day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
15th		Authorized Cheque Signer(s) X		 Title(s) <u>Director</u>			
PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE							

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage, (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of

24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: April 25, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) **2141111 ALBERTA LTD.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title **Director** Date **04/25/2023**
Authorized Signatory

INDEMNITOR

(Full Legal Name) **ADNAN AHMED LUK**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory

By: _____
Name: ADNAN AHMED LUK
Title: _____



*** SCHEDULE "A" ***

To Lease Agreement dated April 25, 2023, between TPine Leasing Capital Corporation and 2141111 ALBERTA LTD..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

\$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____
Name: _____
Title: _____

By: 
Name: ADNAN AHMED LUK
Title: _____



NO EQUITY LETTER

Date: April 25, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
				<u>USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR5NLMW8549</u>	
				<u>USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0NSNH3404</u>	
				<u>USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR8NLMW8691</u>	

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from Pride Truck Sales Mississauga, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

2141111 ALBERTA LTD.

By _____
Name ADNAN AHMED LUK
Title _____

ADNAN AHMED LUK

By _____
Name ADNAN AHMED LUK
Title _____



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY

Date April 25, 2023
Lease # 38671
VIN # 1FUJHHDR5NLMW8549 , 3AKJHHDR0NSNH3404 , 1FUJHHDR8NLMW8691

Date April 25, 2023
Invoice # 38671
Bill To 2141111 ALBERTA LTD.
31248 COYOTE VALLEY RD
Calgary, AB T3L 2R2

	DESCRIPTION	AMOUNT
	First and Last Payment	\$28,200.00
	Application Fee	\$0.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
SUBTOTAL		\$28,200.00
% GST		5%
AMT GST		\$1,410.00
GRAND TOTAL		\$29,610.00

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. Second Monthly Payment is due on June 15, 2023


Authorized Signatory


Title

04/25/2023
Date



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: April 27, 2023

2141111 ALBERTA LTD.

31248 COYOTE VALLEY RD

Calgary, AB T3L 2R2

Hereinafter called <<Lessee>>

Equipment: USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR5NLMW8549
USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0NSNH3404
USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR8NLMW8691

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____

Name: _____

Title: _____

By: 

Name: ADNAN AHMED LUK

Title: _____

TPINE LEASING CAPITAL CORPORATION**PROOF OF INSURANCE COVERAGE**

This form must be completed by the Lessee's insurance broker and constitutes an integral part of the lease or rental documents. TPine Leasing Capital Corporation as the Lessor, is the owner of all leased equipment described and as a condition of the Lease, requires placement of insurance coverage for the duration of the lease term.

Insured/Lessee: 2141111 ALBERTA LTD.Address : 31248 COYOTE VALLEY RDCity: CalgaryContact: ADNAN AHMED LUKPhone: 905-203-0142

Agent: _____

Address: _____

City: _____

Contact: _____

Phone: _____

Fax: _____

Insurance Company: _____

Policy Number: _____

End Date: _____

Maximum Coverage: _____

Min. Liability Coverage: \$ 2000,000Equipment Cost: \$689,985.00Max. Deductibles \$ 5000

Equipment Description (including model, make and serial number):

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR5NLMW8549USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0NSNH3404USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR8NLMW8691

Endorsement: TPine Leasing Capital Corporation is named as Loss Payee (ATIMA) and additional insured with respect to public liability and property damage arising out of the use and operation of the leased equipment. The policy contains a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy.

The undersigned hereby certifies that the insurance requirements as specified by TPine Leasing Capital Corporation have been effected on our behalf against which a certificate/s and/or policy/ies will be issued by the insurer/s. It is agreed that the insurance contracts and premium agreements subsequently issued shall conform to these insurance requirements. A formal insurance certificate will be forwarded to TPine Leasing Capital Corporation in a timely manner.

Insurance Broker Name:

By: _____

Name and title: _____

Dated _____

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AR 1 year

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AR

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AR

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AR

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR5NLMW8549

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0NSNH3404

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 1FUJHHDR8NLMW8691

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By 
NAME ADNAN AHMED LUK

This is Exhibit K to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AL *1 year*

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AL

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AL

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AL

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By 
NAME **ADNAN AHMED LUK**

This is Exhibit L to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024


A handwritten signature in black ink, consisting of a stylized, cursive 'L' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 38670	
LESSEE	2141111 ALBERTA LTD.				CONTACT	ADNAN AHMED LUK	
CO-LESSEE					TELEPHONE	905-203-0142	
CO-LESSEE					EMAIL		
BILLING ADDRESS	31248 COYOTE VALLEY RD			CITY AND PROVINCE	Calgary, AB	POSTAL CODE	T3L 2R2
ASSET DESCRIPTION		USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943					
EQUIPMENT LOCATION							
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	04/25/2023	\$9,400.00 + Applicable Taxes	RENTAL	\$4,700.00	\$235.00	\$4,935.00	\$10.00
			GAP	\$0.00			See Schedule A for more options
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the fifteenth day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
15th		Authorized Cheque Signer(s) X				Title(s) 	
PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE							

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage, (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of

24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: April 25, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) **2141111 ALBERTA LTD.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title **D. J. J.** Date **04/25/2023**
Authorized Signatory

INDEMNITOR

(Full Legal Name) **ADNAN AHMED LUK**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory



*** SCHEDULE "A" ***

To Lease Agreement dated April 25, 2023, between TPine Leasing Capital Corporation and 2141111 ALBERTA LTD..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

\$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____
Name: _____
Title: _____

By: _____
Name: ADNAN AHMED LUK
Title: _____



NO EQUITY LETTER

Date: April 25, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
-------------	------------	--------------	-------	-------------	-------

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943


This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from Pride Truck Sales Mississauga, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

2141111 ALBERTA LTD.

By _____
Name ADNAN AHMED LUK
Title _____

ADNAN AHMED LUK

By 
Name ADNAN AHMED LUK
Title _____



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY


Date April 25, 2023
Lease # 38670
VIN # 3AKJHHDR4NSNE8943

Date April 25, 2023
Invoice # 38670
Bill To 2141111 ALBERTA LTD.
31248 COYOTE VALLEY RD
Calgary, AB T3L 2R2

	DESCRIPTION	AMOUNT
	First and Last Payment	\$9,400.00
	Application Fee	\$0.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
SUBTOTAL		\$9,400.00
% GST		5%
AMT GST		\$470.00
GRAND TOTAL		\$9,870.00

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. Second Monthly Payment is due on June 15, 2023


Authorized Signatory


Title

04/25/2023
Date



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: April 27, 2023

2141111 ALBERTA LTD.

31248 COYOTE VALLEY RD

Calgary, AB T3L 2R2

Hereinafter called <<Lessee>>

Equipment: USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By: _____
Name: _____
Title: _____

By: 
Name: ADNAN AHMED LUK
Title: _____

TPINE LEASING CAPITAL CORPORATION**PROOF OF INSURANCE COVERAGE**

This form must be completed by the Lessee's insurance broker and constitutes an integral part of the lease or rental documents. TPine Leasing Capital Corporation as the Lessor, is the owner of all leased equipment described and as a condition of the Lease, requires placement of insurance coverage for the duration of the lease term.

Insured/Lessee: 2141111 ALBERTA LTD.

Address : 31248 COYOTE VALLEY RD

City: Calgary

Contact: ADNAN AHMED LUK

Phone: 905-203-0142

Agent:

Address:

City:

Contact:

Phone:

Fax:

Insurance Company:

Policy Number:

End Date:

Maximum Coverage:

Min. Liability Coverage: \$ 2000,000

Equipment Cost: \$229,995.00

Max. Deductibles \$ 5000

Equipment Description (including model, make and serial number):

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943

Endorsement: TPine Leasing Capital Corporation is named as Loss Payee (ATIMA) and additional insured with respect to public liability and property damage arising out of the use and operation of the leased equipment. The policy contains a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy.

The undersigned hereby certifies that the insurance requirements as specified by TPine Leasing Capital Corporation have been effected on our behalf against which a certificate/s and/or policy/ies will be issued by the insurer/s. It is agreed that the insurance contracts and premium agreements subsequently issued shall conform to these insurance requirements. A formal insurance certificate will be forwarded to TPine Leasing Capital Corporation in a timely manner.

Insurance Broker Name:

By:

Name and title:

Dated

PRIDE

FLEET SOLUTIONS

Date April 25, 2023

Monthly Payment \$4,700+250=4,950 per month/ Per unit

Mileage Allowance Annual 157,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by **Pride**

Wear and tear by **Pride**

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. AL *1 year*

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. AL

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. AL

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc AL

Please Note – All the amounts are applicable to taxes.

Vehicle Description

USED 2022 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR4NSNE8943

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By 
NAME **ADNAN AHMED LUK**

This is Exhibit M to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

PRIDE

FLEET SOLUTIONS

Date – April 25, 2023

Monthly Payment \$1,250 /per month / per unit

Mileage Allowance Annual 20,000 Kms per year

Additional Rental per Mile \$0.29

Maintenance by **Client**

Wear and tear by **Client**

Any driver abuse responsibility Client

A. Tesla will not be replaced.

B. Lessee has option to buy out the lease at the end of the term for \$38,000 plus taxes.

Please Note – All the amounts are applicable to taxes.

Vehicle Description

2022 TESLA MODEL Y BLACK BEARING S NO. 7SAYGDEE3NF573478 2022 TESLA MODEL Y BLUE BEARING S NO. 7SAYGDEE1NF576072

Pride Fleet Solutions Inc

By _____
Name:

2141111 ALBERTA LTD.

By 
NAME: ADNAN AHMED LUK

This is Exhibit N to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 38672	
LESSEE	2141111 ALBERTA LTD.				CONTACT	ADNAN AHMED LUK	
CO-LESSEE					TELEPHONE	905-203-0142	
CO-LESSEE					EMAIL		
BILLING ADDRESS	31248 COYOTE VALLEY RD			CITY AND PROVINCE	Calgary, AB	POSTAL CODE	T3L 2R2
	ASSET DESCRIPTION	Refer Equipment Schedule					
	EQUIPMENT LOCATION						
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	04/25/2023	\$5,000.00 + Applicable Taxes	RENTAL	\$2,500.00	\$125.00	\$2,625.00	REFER SEC A
			GAP	\$0.00			See Schedule A for more options
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the fifteenth day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
15th		Authorized Cheque Signer(s) X				Title(s) <u>Director</u>	
PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE							

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpcapay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or on Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of

24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: April 25, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) **2141111 ALBERTA LTD.**

The undersigned affirms that he/she is duly authorized to execute this Lease.

By _____ Title _____ Date 04/25/2023
Authorized Signatory

INDEMNITOR

(Full Legal Name) **ADNAN AHMED LUK**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory

By: _____
Name: ADNAN AHMED LUK
Title: _____



**** SCHEDULE A ****

To Lease Agreement dated April 25, 2023, between Tpine Leasing Capital Corporation and **2141111 ALBERTA LTD.**

End of Term Payment

Notwithstanding section 7 or any other provision of the Lease, in addition to the monthly lease payments set out in the Lease, 2141111 ALBERTA LTD. acknowledges and agrees that it shall make a final lease payment of \$76,000.00, plus applicable taxes at the end of the 60 months of the term (the "Final Payment"). Upon receipt of the Final Payment, Lessor shall transfer and convey all Lessor's right, title and interest in and to the Equipment, on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that Lessee will acquire such interest free and clear of all liens and encumbrances created by or through Lessor TO 2141111 ALBERTA LTD..


Failure to make the Final Payment shall constitute an event of default under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

2141111 ALBERTA LTD.

By _____
Name _____
Title _____

By 
Name ADNAN AHMED LUK
Title _____

This is Exhibit O to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Downtime Invoice

Payment File Content

RAHUL KHURANA, PRIDE TRUCK SALES LT
Report Creation Date : Nov 14, 2023 09:50:34 AM ET

Client Number : 9998520000 - PDB CAD - TPINE LEASING C
Destination Country : Canada
File Creation Number : 0432

Banking Information				Amount	Due Date
Bank	Branch	Account			
2141111 ALBERTA LTD	2141111 ALBERTA LTD.	0004 30032 5267911		2,663.30	2023-11-14
Number Of Payments : 1				Total:	2,663.30

103 Downtime
Oct/Nov 2023 here

This is Exhibit P to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in blue ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Email Thread for Downtime or Truck Replace
for downtime ^{new}
inquiry.

From: [Satnam Pandher](#)
To: [@Tarun Khanna](#), [@Rajpreet Kaur](#), [@Safety North Trans](#), [@Kmalik](#), [@Rajpreet Kaur](#), [@Shavinder Singh](#)
Cc: [@Shavinder Singh](#), [@Accounts North Trans Logistics](#)
Subject: RE: VIN: NE8943
Date: May 7, 2024 4:27:00 PM
Attachments: [image001.png](#), [image002.png](#), [image003.png](#), [image004.png](#), [image005.png](#), [image006.png](#), [image007.png](#), [image008.png](#), [image009.png](#), [image010.png](#), [image011.png](#), [image012.png](#), [image013.png](#), [image014.png](#), [image015.png](#), [image016.png](#), [image017.png](#), [image018.png](#), [image019.png](#)

[@Tarun Khanna](#) is approving it.

From: Pride Fleet Solutions <service@pridefleetsolutions.com>
Sent: May 7, 2024 4:25 PM
To: Adnan Ahmed <adnan@northtranslogistics.com>; Tarun Khanna <tkhanna@pridetruksales.com>; Safety North Trans <safety@northtranslogistics.com>; Kmalik <kmalik@northtranslogistics.com>; Rajanpreet Kaur <rkaur@tpinecapital.com>
Cc: Shavinder Singh <ssingh@tpinecapital.com>; accounts northtranslogistics.com <accounts@northtranslogistics.com>
Subject: RE: VIN: NE8943

Good afternoon,

Please note downtime is not eligible for the reimbursement as subunit is offered for the down truck.

Regards,

Satnam Pandher

T (888) 909-7117 EX :2 Service@pridefleetsolutions.com
Milton Office 10862 Steeles Avenue, Milton, ON L9T 2X8
Head Office 6050 Dixie Rd, Mississauga, ON L5T 1A6

PRIDE
FLEET SOLUTIONS
TRUCKS

From: Adnan Ahmed <adnan@northtranslogistics.com>
Sent: Tuesday, May 7, 2024 4:18 PM
To: Tarun Khanna <tkhanna@pridetruksales.com>; Pride Fleet Solutions <service@pridefleetsolutions.com>; Safety North Trans <safety@northtranslogistics.com>; Kmalik <kmalik@northtranslogistics.com>; Rajanpreet Kaur <rkaur@tpinecapital.com>
Cc: Shavinder Singh <ssingh@tpinecapital.com>; accounts northtranslogistics.com <accounts@northtranslogistics.com>
Subject: RE: VIN: NE8943

External Message: Caution Opening Links/Docs

[@Tarun Khanna](#)

Please send this email to leasing as [@Rajpreet Kaur](#) is saying, you have to contact leasing. Please get me the downtime on this.

Thank you,
Adnan

A: 1715 Britannia Rd E, Mississauga, ON L4W 2A3, Unit 3
P: 905-203-0142 Ext 1 F: 905-203-0143 C: 437-421-8940
E: Adnan@northtranslogistics.com

"The future belongs to those who prepare for it today"



Important: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Tarun Khanna <tkhanna@pridetruksales.com>
Sent: April 9, 2024 4:02 PM
To: Adnan Ahmed <adnan@northtranslogistics.com>; Pride Fleet Solutions <service@pridefleetsolutions.com>; Safety North Trans <safety@northtranslogistics.com>; Kmalik <kmalik@northtranslogistics.com>
Cc: Shavinder Singh <ssingh@tpinecapital.com>; accounts northtranslogistics.com <accounts@northtranslogistics.com>
Subject: RE: VIN: NE8943

Dear Pride Fleet Solutions team.... If client is not taking replacement unit then they are eligible for downtime.

Kindly expedite the process.

This is Exhibit Q to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

TRACTOR FULL SERVICE AND QUATERLY PREVENTATIVE MAINTENANCE (PM)

PRIDE
FLEET SOLUTIONS

WORK ORDER#	50-MC1007650	DATE:	10-24-2023
UNIT#	104	VIN#	287895
ODOMETER READING	381138KM	TECHNICIAN:	—

SR	TASKS / SERVICE REQUIRED	A	B	C
1	TRACTOR EXTERIOR VISUAL INSPECTION			✓
2	BELTS, TENSIONER AND ALIGNMENT			✓
3	WRING, HOSES, FUEL LINES, OIL LINES, AND AIR LINES FOR ROUTING, CLEARANCE & HOLD DOWN			✓
4	ACCELERATOR LINKAGE FREEDOM OF MOVEMENT, ADJUSTMENT, FUEL THROTTLE OPENING			✓
5	STEERING COLUMN UNIVERSAL JOINTS			✓
6	CHECK CLUTCH PLAY & ADJUST IF NECESSARY			✓
7	ADJUST ALL BRAKES-MAKE SURE LOCKS RETURN			✓
8	CHECK ALL WHEEL BEARING PLAY			✓
9	CHECK ALL WHEEL NUTS			✓
10	TIRE PRESSURE AND CONDITION			✓
11	CHECK BRAKE LINING THROUGH INSPECTION HOLE			✓
12	BRAKE SYSTEM-CHECK FOR AIR LEAKS/SERVICE&EMERGENCY SIDE/GLAD HAND RUBBERS			✓
13	EXHAUST SYSTEM FOR TIGHTNESS, CRACKS, ROUTING & CLEARANCE			✓
14	VISUALLY INSPECT ALL FRAME&CROSS MEMBER BOLTS/MISSING OR LOOSE			✓
15	HOOD AND DOORS FOR ALIGNMENT			✓
16	WINDOW FOR CRACKS			✓
17	CHECK FOR LOOSE HARDWARE			✓
18	LICENSE PLATE OR PLATES & HANGERS			✓
19	INSPECT WINDSHIELD WIPERS			✓
20	CHECK FOR FLUID & AIR LEAKS			✓
21	LOW AIR WARNING BUZZER AND/ OR LIGHT			✓
22	EXHAUST LEAKS			✓
23	CHECK AIR DRYER, RELEASE IT 130 P.S.I			✓
24	CHECK ALL GAUGES & DASH LIGHTS/ EXTERNAL LIGHTS			✓
25	SAFETY BELT OPERATION AND ANCHORAGE			✓
26	ELECTRIC & AIR HORNS			✓
27	AIR LEAKS IN CAB			✓
28	THROTTLE, BRAKE & CLUTCH PEDALS FREE			✓
29	SAFETY DEVICE, FIRE EXTINGUISHER, TRIANGLES/ CHECK BUNK JUGS			✓

A	DEFECTS FOUND	B	DEFECTS REPAIRED	C	NO DEFECTS
---	---------------	---	------------------	---	------------

	PSI/32ND 100	PSI/32ND 100
PSI/32ND 100	PSI/32ND 100	PSI/32ND 100
PSI/32ND 100	PSI/32ND 100	PSI/32ND 100
	PSI/32ND 100	PSI/32ND 100

COMMENTS (IF ANY)

FAST FLEET ROAD SERVICE

1831 12th Avenue South
STE 167
Nashville, Tennessee 37203
1-888-966-5696
DISPATCH@FASTFLEETRS.COM |
WWW.FASTFLEETRS.COM



RECIPIENT:

PRIDE FLEET SOLUTIONS

162 LUYBEN HILLS ROAD
KINGSTON SPRINGS, TENNESSEE 37082
Phone: 888-909-7117 (COLLECTIONS)

Invoice #23809

Issued May 10, 2024
Due May 10, 2024
TRUCK # 1393
YEAR/MAKE/ MODEL 2022 FREIGHTLINER
TRAILER # N/A
REF # MW8549

Total \$1,152.73

SERVICES RENDERED

Product/Service	Description	Qty.	Unit Price	Total
ROAD CALL	ROAD CALL (PORT TO PORT)	1	\$115.00	\$115.00
STANDARD LABOR RATE	STANDARD DAYTIME MINIMUM LABOR OF 2 HOURS AT \$120 PER HOUR.	3.5	\$120.00	\$420.00
UPPER RADIATOR HOSE	UPPER RADIATOR HOSE	1	\$219.13	\$219.13
20001	20001 - RED COOLANT	7	\$23.00	\$161.00
PARTS RUN	ROUND TRIP MILEAGE FOR PARTS AT \$1.25 PER MILE.	60	\$1.25	\$75.00
SHOP SUPPLIES	SHOP SUPPLIES	1	\$45.00	\$45.00
09 - FUEL SURCHARGE	09 - FUEL SURCHARGE (FSC) FLAT RATE.	1	\$20.00	\$20.00

Upon arrival at the scene, the issue was promptly assessed. The upper radiator hose was identified as the source of the leak. The repair process involved acquiring the necessary parts from a reputable store, returning to the location, and replacing the faulty hose with a new one. Subsequently, the truck was filled with 2 gallons of red coolant, and a thorough leak test was conducted by running the engine.

Following this, meticulous attention was given to ensure no leaks were present once the truck reached its operating temperature. To maintain optimal levels, an additional 4 gallons of coolant were added.

Upon completion of the task, the truck unexpectedly shut off due to a low coolant warning, despite the tank being filled. As a solution, the batteries were disconnected, allowing the truck to rest for 10 minutes. After restarting the truck, another gallon of coolant was added to address the

Subtotal	\$1,055.13
TN (9.25%)	\$97.60
Total	\$1,152.73
Paid	- \$1,152.73
Invoice balance	\$0.00

FAST FLEET ROAD SERVICE

1831 12th Avenue South
STE 167
Nashville, Tennessee 37203
1-888-966-5696
DISPATCH@FASTFLEETRS.COM |
WWW.FASTFLEETRS.COM



Notes Continued...

issue effectively.

It was confirmed that the truck is now operating smoothly and is prepared for use.

Thank you for your business. Please contact us with any questions regarding this invoice.

PAID



6050 Dixie Road
Mississauga, ON
L5T 1A6

Invoice # : INV-DXE014121

Bill To : *TPINE LEASING CAPITAL
CORPORATION
134 Kennedy Rd S unit-3,
BRAMPTON, ON L6W 0E5
Phone:(416) 913-9602

W.O. # : SO-DXE014501
Open Date : 12/1/2023
P.O. # : TPR-MW8691-11
Authorization # : 2141111 ALBERTA LTD.
Acct. # : *TPINE LEASING CAPITAL
CORPORATION
Created By : Ravneet Kaur
Payment Term : COD

EQUIPMENT INFORMATION:

Stock #	UNIT #	HUB READING	YEAR	MAKE	MODEL	VIN #
CS205645	104	435677	2022	Freightliner	Sleeper	1FUJHHDR8NLMW8691

Segment : 1			
Complaint :			
DERATE			
Correction / Comments:			
CONNECTED DIAG-LINK_FOUND ACTIVE FAULT CODE FOR DPF SOOT LEVEL_INCOMPLETE REGEN INSPECTED AND FOUND CLOGGED 7TH INJECTOR NOZZLE_REPLACED CLEANED ENGINE AIR INTAKE TEMPERATURE SENSOR INSPECTED PRESSURE SENSOR_OK PERFORMED FORCED PARK REGEN_FAULT CODE BECOME INACTIVE_CLEARED FAULT CODES_OK			
#	SRT	Price	Amount
General	3	100	\$300.00
Part Description	Quantity	Price	Amount
DDE/A4720700746 7TH INJECTOR VALVE	1	\$ 221.13	\$221.13
Segment 1 Total :			\$ 521.13

Parts : 221.13
Labor : 300.00
GST/HST 13.0% : 67.75
Total : \$ 588.88



Service Order

INVOICE NO.	R302055744
INVOICE DATE	
P.O. NUMBER	NEEDS PO
VIN	3AKJHHR4NSNE8943
UNIT: 122	TAG: 9960

TRUCK COUNTRY - ANDERSON
6105 COLUMBUS AVE
ANDERSON, IN 46013
Phone: (800) 515-2393 FAX: (765) 683-4472

Bill To:
PRIDE GROUP ENT DBA TPLINE TRUCK RENTAL
34880 LYNDON B JOHNSON FWY
RTPA3
DALLAS, TX 75241

PNCL-RTPA3

Owner:
PRIDE GROUP ENT DBA TPLINE TRUCK RENTAL
34880 LYNDON B JOHNSON FWY
RTPA3
DALLAS, TX 75241

WK PHONE: (888)909-7117

HM PHONE:

CUST# 280267	ADVISOR S6278	ENG 472912S0908174	COLOR	SCHED 1/25/24	UNTID 892283
YEAR 22	MAKE FTL	MODEL PT126SLP	MILES 338816	INSVC 2/28/22	ACCT FCB

JOB#5 01 SCP ENGINE REPAIR

CONDITION CHECK AND ADVISE NEW ACM NOT CONNECTING CHECK FOR SHORTED WIRING

CAUSE HARNESS RUBBED OR CUT

CORRECTION PULL UNIT IN. REMOVE THE ACM OEM CONNECTOR AND CHECK POWER AND GROUND. HAVE GOOD BATTERY AND GOOD GROUND. IGNITION POWER IS MISSING. LOOK OVER HARNESS. FOUND SPOT BY AIR COMPRESSOR WHERE BRACKET IS PUSHED INTO THE HARNESS. CUT TIES AND PULL HARNESS OFF BRACKET. FOUND EXPOSED COPPER. CUT HARNESS OPEN. FOUND CIRCUIT 439A BROKEN IN AREA. REMOVE THE COMPRESSOR BRACKET TO GET MORE WORK ROOM. MADE REPAIR TO THE 439A WIRE AND CHECKED OTHER WIRES IN AREA. NO OTHER DAMAGE FOUND. TAPED HARNESS BACK UP. TIED IT DOWN. PLUG ACM IN. HOOK UP WITH DL8. RESET ASS ACCUMULATOR. NO CODES AT THIS TIME. TIE HARNESS DOWN BY COMPRESSOR AND BY THE ACM. PUT SIDE STEPS BACK ON. JOB COMPLETE. PULLED UNIT OUT.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
01		CHECK CODES	TECH NO. S1280	84.00
54		REPAIR WIRING HARNESS	TECH NO. S4505	672.00

JOB#5 01 -- PARTS: 0.00 -- LABOR: 756.00 -- MISC: 0.00 -- SUBTOTAL 756.00

NOT AN INVOICE

INVOICE NO.	R302055744
INVOICE DATE	
P.O. NUMBER	NEEDS PO
VIN	3AKJHHDR4NSNE8943
UNIT: 122	TAG: 9960

CUST# 280267	ADVISOR S6278	ENGINE 72912S0908174	COLOR	SCHED 1/25/24	UNTID 892283
YEAR 22	MAKE FTL	MODEL PT126SLP	MILES 338816	INSVC 2/28/22	ACCT FCB

In accordance with state law, Truck Country of IA/IL/IN/WI has the legal right to and will maintain possession of the vehicle, pending the vehicle owner's payment for provided repairs.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Customer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

DISCLAIMER OF WARRANTIES ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND TRUCK COUNTRY OF Indiana NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OR WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF. TRUCK COUNTRY DOES EXPRESS A LIMITED NON-TRANSFERABLE WARRANTY, TO THE ORIGINAL PURCHASER, ON TECHNICIAN WORKMANSHIP ISSUES FOR 30 DAYS FROM THE COMPLETION DATE OF THIS REPAIR ORDER. I ACKNOWLEDGE THAT I AM SATISFIED BY THE SERVICES PERFORMED IN REGARDS TO THESE CHARGES. RECEIVED BY: _____

SIGNATURE BY THE CUSTOMER OR CUSTOMER REPRESENTATIVE CONSTITUTES AGREEMENT TO PAY REASONABLE LEGAL EXPENSES, INCLUDING ATTORNEY AND COURT COSTS INCURRED BY TRUCK COUNTRY FOR PAYMENT OF THIS INVOICE.

MISC CHARGES	0.00
PARTS	0.00
LABOR	756.00
PACKAGES	
SUBLET	0.00
MISC SUPPLIES	136.08
TAX	0.00
TOTAL	892.08

-- PAYABLE IN US DOLLAR --
All quotes and estimates are subject to any applicable tax.

Please Remit Payment to:
STOOPS FREIGHTLINER
27825 NETWORK PLACE
CHICAGO, IL 60673-1278

MISSISSAUGA/6050-DIXIE-PFS INC
6050 DIXIE ROAD
MISSISSAUGA ON L5T 1A6
Canada

Bill To : TPINE LEASING CAPITAL CORPORATION
6050 Dixie Rd.
Mississauga L5T 1A6
Canada
Phone: (416) 913-9602

W.O. # : Sales Order #SO-DXE016883
Open Date : 4/20/2024
P.O. # : TPR-NE8943-03
Authorization # : 2141111 ALBERTA LTD.
Acct. # : *TPINE LEASING CAPITAL CORPORATION
Created By : Ravneet Kaur
Payment Term :

EQUIPMENT INFORMATION:

Stock #	UNIT #	HUB READING	YEAR	MAKE	MODEL	VIN #
CS205366	122	586,655	2022	Freightliner	Sleeper	3AKJHHDR4NSNE8943

Segment: 1		Labor Amount :	
Complaint :			
Annual safety OIL CHANGE FAN BELTS ELECTRIC LINE NOT WORKING CHECK FOR AIR LEAK			
Cause :			
Correction / Comments:			
#	SRT	Price	Amount
General	5.5	\$100.00	\$550.00
Part Description	Quantity	Price	Amount
Shop Supplies	1	\$30.00	\$30.00
Annual Safety Inspection Annual Safety Inspection	1	\$57.00	\$57.00
772-22 Wiper Blade, 22", All-Season	2	\$6.99	\$13.98
3030PBKW 3030 PIGGY BACK KIT	1	\$44.13	\$44.13
Subtotal :			\$695.11

Parts : \$145.11
Labor : \$550.00
Other Charges : \$0.00
GST/HST : \$90.36
Total : **\$785.47**



MISSISSAUGA/6050-DIXIE-PFS INC
6050 DIXIE ROAD
MISSISSAUGA ON L5T 1A6
Canada

Bill To : TPINE LEASING CAPITAL CORPORATION
6050 Dixie Rd.
Mississauga L5T 1A6
Canada
Phone: (416) 913-9602

W.O. # : Sales Order #SO-DXE014789
Open Date : 12/20/2023
P.O. # : TPR-NE8943-02
Authorization # : 2141111 ALBERTA LTD.
Acct. # : *TPINE LEASING CAPITAL CORPORATION
Created By : Ravneet Kaur
Payment Term :

EQUIPMENT INFORMATION:

Stock #	UNIT #	HUB READING	YEAR	MAKE	MODEL	VIN #
CS205366	122	518,696	2022	Freightliner	Sleeper	3AKJHHDR4NSNE8943

Segment: 1	Labor Amount :
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Complaint :

PM INSPECTION
OIL CHANGE
STEERING IS HARD

Cause :**Correction / Comments:**

#	SRT	Price	Amount
General	8.5	\$100.00	\$850.00
Part Description	Quantity	Price	Amount
Shop Supplies	1	\$20.00	\$20.00
FK11011 FUEL FILTER KIT FRHT (A4720921705)	1	\$89.35	\$89.35
AF26235 CABIN AIR FILTER FRHT NEW	1	\$14.34	\$14.34
CHV257000990 10W30 DELO SEMI SYNTHETIC OIL	37	\$4.05	\$149.85
07-25223-000 TRANSMISSION OIL COOLER FRHT	1	\$799.00	\$799.00
A4720780480 INJECTOR SEAL FRHT	1	\$12.70	\$12.70
Other Charges OIL FILTER	1	\$29.63	\$29.63
Subtotal :			\$1,964.87

Parts : \$1,085.24
Labor : \$850.00
Other Charges : \$29.63
GST/HST : \$255.43
Total : \$2,220.30



Garners Towing & Transport

PO Box 334

Fortville, IN 46040

Ph: 317-485-5506 Fax: 317-485-4268

acctsrec@garnerstowing.net

Tow Ticket

For:
COD

Date	Job #
1/25/2024	145278

From: 9000 Interpark Dr
Pendleton IN 46064

Owner: Amir
(437) 213-8441

To: Stoops Freightliner - Anderson, 6105 Columbus Ave
Anderson IN 46013

Reason: d rate

P.O. #:

Vehicle	VIN	Veh #	Tag	State	Odometer
White 2022 freightliner CASCADIA 126	3AKJHHDR4NSNE8943	105	PA88593	ON	

Qty	Service	Rate	Adjustment	Tax	Amount
1.00	Tractor & Trailer	\$295.00	\$0.00	0	\$295.00
1.00	Fuel Surcharge	\$45.00	\$0.00	0	\$45.00
1.00	Drive Shaft Removal	\$65.00	\$0.00	0	\$65.00
14.00	Mileage Heavy	\$5.50	\$0.00	0	\$77.00
				Total	\$482.00

Message:

Customer shall pay all costs, including reasonable attorney's fees and expenses, incurred by Garner's in seeking to collect any amounts owed by Customer.

Customer agrees that jurisdiction and venue for any legal action brought by either party shall be proper in Hancock County Indiana.

Any payment not received within thirty (30) days of the date stated on this invoice will accrue interest at a rate of one and one-half percent (1 ½%) per month.

Effective October 1, 2023 ALL credit/debit card transactions will be subject to a 3% credit card fee. Customers were notified of this change. As of November 1, 2023, there will be NO exceptions for waiving the fee. If the fee is not included in the payment, the fee will remain an unpaid balance on your account. We thank you for your understanding regarding this matter.

This is Exhibit R to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

602

FLEET SOLUTIONS

Date March 09, 2023

Monthly Payment \$4,900 per month/ Per unit including GAP

Mileage Allowance Annual 150,000 Miles per year

Additional Rental per Mile \$0.29

Maintenance by Pride

Wear and tear by Pride

Any driver abuse responsibility Client

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. (S.G.)

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. (S.G.)

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. (S.G.)

D. Any repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc (S.G.)

E. Payments are subject to increase with mutual agreement in case of unprecedented increases in costs of equipment & parts, otherwise either party can cancel the remaining contract. (S.G.)

F. Contract can be cancelled in between by paying 2 months payment as penalty for every remaining year in contract. (S.G.)

G. This is final contract. Lease documents are for Internal purposes (S.G.)

Please Note – All the amounts are applicable to taxes.

Vehicle Description

2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR0RSUV2530 → 601

2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR2RSUV2531 → 602

Pride Fleet Solutions Inc

By
Name:

[Signature]
23 March 2023

BGX TRANSPORT INC

By *[Signature]*
NAME SURINDER SINGH GHUMAN

This is Exhibit S to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'S' shape.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

LESSEE		BGX TRANSPORT INC		CONTACT		SURINDER SINGH GHUMAN	
CO-LESSEE				TELEPHONE		416-402-7393	
CO-LESSEE				EMAIL			
BILLING ADDRESS		545 STEELES AVE, WEST P.O.BOX 38613		CITY AND PROVINCE		Brampton, ON	
		ASSET DESCRIPTION				POSTAL CODE	
		2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHDDR0RSUV2530				L6Y 5R5	
EQUIPMENT LOCATION							
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	03/09/2023	\$10,300.00 + Applicable Taxes	RENTAL	\$5,055.00	\$669.50	\$5,819.50	REFER SEC A
			GAP	\$95.00			
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
1st		Authorized Cheque Signer(s)		X		Title(s)	

PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

- 1. NON-CANCELLABLE CONTRACT.** This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
- 2. LEASE PAYMENTS.** Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
- 3. ADVANCE PAYMENTS.** The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
- 4. LOCATION AND USE.** The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
- 5. REPRESENTATIONS AND WARRANTIES.** Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or

S.G.

Nardeep

16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connection with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard at any time shall not constitute a waiver of any covenant or condition to be performed by Lessee to which the same may apply and shall not constitute performance by Lessee of said covenant or condition. Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any event.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations") in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

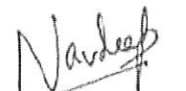
Date: March 9, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By


Authorized Signatory


LESSEE

(Full Legal Name)

BGX TRANSPORT INC

The undersigned affirms that he/she is duly authorized to execute this Lease.

By


Authorized Signatory

Title

Date 03/09/2023

INDEMNITOR

(Full Legal Name)


SURINDER SINGH GHUMAN

CO-LESSEE

(Full Legal Name)

The undersigned affirms that he/she is duly authorized to execute the Certificate

By


Authorized Signatory

By

Authorized Signatory



**** SCHEDULE A ****

To Lease Agreement dated March 9, 2023, between Tpine Leasing Capital Corporation and BGX TRANSPORT INC

End of Term Payment

Notwithstanding section 7 or any other provision of the Lease, in addition to the monthly lease payments set out in the Lease, BGX TRANSPORT INC acknowledges and agrees that it shall make a final lease payment of \$11,883.86, plus applicable taxes at the end of the 60 months of the term (the "Final Payment"). ~~At the end of the term, Lessor shall transfer and convey all Lessor's right, title and interest in and to the Equipment, on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that Lessee will acquire such interest free and clear of all liens and encumbrances created by or through Lessor TO BGX TRANSPORT INC.~~

Failure to make the Final Payment shall constitute an event of default under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

BGX TRANSPORT INC

By

Name

Title

Nardeep

By

Name

Title

[Signature]

SURINDER SINGH CHHAWLA

This is Exhibit T to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TOTAL TRUCK CARE

LOVE'S
0445 Sioux Falls, SD TRUCKCARE
5301 North Cliff Ave Sioux Falls, SD 57
(605) 332-7611

INVOICE #: 4004558660
WORK ORDER DATE: 08/14/2024
CLOSE DATE: 08/14/2024
SERVICE TYPE: In Shop

SHIP TO: BGX TRANSPORT INC(3809132)
3-4 5288 GENERAL ROAD
MISSISSAUGA, ON L4W 1Z8
(647) 427-9405

SOLD TO: BGX TRANSPORT INC(3809132)
3-4 5288 GENERAL ROAD
MISSISSAUGA, ON L4W 1Z8

BILL TO: CHECK CUSTOMER(3602102)
10601 N PENNSYLVANIA AVE
OKLAHOMA CITY, OK 73120-4108

<input checked="" type="checkbox"/> TRACTOR #	VIN #	YEAR	MAKE	MILEAGE	PLATE#/STATE	ENGINE
602	3AKJHHDR2RSUV2531	2024	FREIGHTLINER	346155	PA76199/ON	DETROIT
<input type="checkbox"/> TRAILER #	VIN #	YEAR	MAKE	HUBOMETER	PLATE#/STATE	REEFER #
APU# / HOURS	ADDITIONAL UNIT	START TIME	END TIME	DRIVER NAME	DRIVER CONTACT	
		08/14/2024 170037	08/14/2024 171923	Gursharan Pannu	8258823888	
Authorization #	AUTHORIZATION NAME	PAY TYPE	PO#	PO ISSUED BY	DR#	
		Check				

COMPLAINT :
Complaint #1 Tractor/Other- Tire Replacement- Left Steer tire on Tractor Is Low Tread, Replace with Other LP22.5. use double coin 11 r22.5. \DMORKEN\2024-08-14\14:18"

DESCRIPTION	MECHANIC	UOM	QUANTITY	LIST PRICE	PRODUCT	LABOR	EXTENSION
Tire Replacement	Raeven Reedy	EA	1.00	0.00	0.00	0.00	0.00
D1133281256 11R22.5 RR150 LRH		EA	1.00	500.99	500.99	0.00	500.99
FET							32.51
TIRE DISPOSAL		EA	1.00	0.00	0.00	15.00	15.00
Dismount & Mount Med Truck Tire		EA	1.00	44.99	0.00	44.99	44.99
Shop Supplies							2.25
Unit :TRACTOR	Old Brand :OTHER	Position :LS	Failure Reason :Low Tread	Old Tread Depth :0	Old DOT# :REWTC2020	New DOT# :02J3THR10622	

Parts	0.00
Labor	44.99
Tires	533.50
Fees	17.25
Customer Discount*	0.00
Site Discount	0.00
Tax	36.94
Total	632.68

* Customer Discount may include coupons, MLR rewards, and applicable discounts



TOTAL TRUCK CARE

LOVE'S
0445 Sioux Falls, SD TRUCKCARE
5301 North Cliff Ave Sioux Falls, SD 57
(605) 332-7611

INVOICE #: 4004558660
WORK ORDER DATE: 08/14/2024
CLOSE DATE: 08/14/2024
SERVICE TYPE: In Shop

SHIP TO: BGX TRANSPORT INC(3809132)
3-4 5288 GENERAL ROAD
MISSISSAUGA, ON L4W 1Z8
(647) 427-9405

SOLD TO: BGX TRANSPORT INC(3809132)
3-4 5288 GENERAL ROAD
MISSISSAUGA, ON L4W 1Z8

BILL TO: CHECK CUSTOMER(3602102)
10601 N PENNSYLVANIA AVE
OKLAHOMA CITY, OK 73120-4108

SERVICE COMMENTS: THIS SERVICE REQUIRES RETORQUE OF LUG NUTS AFTER 50-100 MILES OF USAGE.\\DMORKEN\\08/14/2024\\17:19 complaint: steer tire showing wire
Cause: time/ possible allgnment Correction: new steer tire. did not balance\\DMORKEN\\08/14/2024\\17:19

Driver Signature:



6050 Dixie Road
Mississauga, ON
L5T 1A6

Invoice # : INV-MIS112198

Bill To : *TPINE LEASING CAPITAL
CORPORATION
134 Kennedy Rd S unit-3,
BRAMPTON, ON L6W 0E5
Phone:(416) 913-9602

W.O. # : SO-MIS029882
Open Date : 3/19/2024

P.O. # : TPR-UV2530-15

Authorization # : BGX TRANSPORT INC

Acct. # : *TPINE LEASING CAPITAL
CORPORATION

Created By : Amritpal Kaur

Payment Term :

EQUIPMENT INFORMATION:

Stock #	UNIT #	HUB READING	YEAR	MAKE	MODEL	VIN #
CS204677	601	201562	2024	Freightliner	Sleeper	3AKJHHDR0RSUV2530

Segment : 1

Complaint :

ANNUAL INSPECTION
OIL CHANGE
FRONT NOISE WHEN MAKE TURN

Correction / Comments:

ANNUAL SAFETY INSPECTION DONE
REMOVED AND INSPECTED ALL THE WHEELS, BRAKES AND DRUMS
BRAKE ADJUSTMENTS DONE
WHEEL TORQUE DONE
REPLACED D/S TOP UTILITY LIGHT
5TH WHEEL PLAY CHECKED
5TH WHEEL CYLINDER FIXED_IT WAS STUCK
ABS LIGHT ON_CHECKED AND FOUND WIRING ISSUE_FIXED
OIL CHANGE AND GREASE DONE
REPLACED OIL AND FUEL FILTERS
REPLACED FUEL WATER SEPARATOR
ADDED ENGINE OIL

#	SRT	Price	Amount
General	11	100	\$1,100.00
Part Description	Quantity	Price	Amount
Shop Supplies	1	\$ 15.00	\$15.00
571.LD957WL6 Work Lamp LED 6in Flood 1140 lm	1	\$ 29.22	\$29.22
LF17810 Engine Oil Filter	1	\$ 36.47	\$36.47
FS20083 SEPARATOR - FUEL WATER, CARTRIDGE	1	\$ 116.74	\$116.74



6050 Dixie Road
Mississauga, ON
L5T 1A6

Invoice # : INV-MIS112198

FK11011 FUEL FILTER KIT FRHT (A4720921705)	1	\$ 99.75	\$99.75
CHV257000990 10W30 DELO SEMI SYNTHETIC OIL	36	\$ 4.05	\$145.80
Environment Handling Fee	2	\$ 3.95	\$7.90
Segment 1 Total :			\$ 1550.88

Parts :	427.98
Labor :	1,100.00
Shop Supplies :	15.00
Other Charges :	7.90
GST/HST 13.0% :	201.61
Total :	\$ 1,752.49



TOTAL TRUCK CARE

LOVE'S
0876 Michigan City, IN SPEEDCO
10157 N. Loves Avenue MICHIGAN CITY, IN
(219) 874-6915

REMIT PAYMENT TO :
PO BOX 842568
Kansas City, MO
64184

WORK ORDER # : 4003270414
WORK ORDER DATE : 03/21/2024
CLOSE DATE :
SERVICE TYPE : In Shop

SHIP TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6
(905) 564-1077

SOLD TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6

BILL TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6
ACCOUNT # : 9513979

<input checked="" type="checkbox"/>	TRACTOR #	VIN #	YEAR	MAKE	MILEAGE	PLATE#/STATE	ENGINE
	601	3AKJHHD0RSUV2530	2024	FREIGHTLINER	204176	PA76198/ON	DETROIT
<input type="checkbox"/>	TRAILER #	VIN #	YEAR	MAKE	HUBOMETER	PLATE#/STATE	REEFER #
APU# / HOURS		ADDITIONAL UNIT	START TIME	END TIME	DRIVER NAME		DRIVER CONTACT
					Navneet Singh		416-474-7074
Authorization #		AUTHORIZATION NAME	PAY TYPE	PO#	PO ISSUED BY		DR#
UV2530		AMOLAK	Love's Express				

COMPLAINT :
Complaint #1 Tractor/Other- Exhaust System- Unit needs a regen.\AWITCZAK\2024-03-21\08:22`

DESCRIPTION	MECHANIC	UOM	QUANTITY	LIST PRICE	PRODUCT	LABOR	EXTENSION
ENGINE REGEN		EA	1.00	142.99	0.00	142.99	142.99
Shop Supplies							7.15
						Parts	0.00
						Labor	142.99
						Tires	0.00
						Fees	7.15
						Customer Discount*	0.00
						Site Discount	0.00
						Tax	0.00
						Total	150.14

* Customer Discount may include coupons, MLR rewards, and applicable discounts

Company DOT : 2556488

SERVICE COMMENTS: Ran DTNA report, no open recalls found \VEDIERSEN\03/21/2024\08:50` unit came in due to engine needing a regen, checked for any codes that would indicate an issue with regens, found none, started regen, regen was successful, no further issues found at this time.\VEDIERSEN\03/21/2024\09:30`

*****This is an Estimate*****

Driver Signature :



TOTAL TRUCK CARE

LOVE'S
0876 Michigan City, IN SPEEDCO
10157 N. Loves Avenue MICHIGAN CITY, IN
(219) 874-6915

REMIT PAYMENT TO :
PO BOX 842568
Kansas City, MO
64184

WORK ORDER # : 4003270414
WORK ORDER DATE : 03/21/2024
CLOSE DATE :
SERVICE TYPE : In Shop

SHIP TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6
(905) 564-1077

SOLD TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6

BILL TO : Pride Diesel(3576993)
6050 Dixie Rd
Mississauga, ON L5T 1A6
ACCOUNT # : 9513979

Effective January 1, 2024, Love's will be increasing the retail labor rates as shown in the table below.
Any retail discounts & after-hours fees will still apply.

Locations	New
All States Not Listed Below	\$142.99/hour
AZ, CO, GA, IL, MD, MI, & NJ	\$153.99/hour
CA, NY, OR, & WA	\$169.99/hour

This is Exhibit U to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Repair After Bankruptcy

PRIDE FLEET SOLUTIONS

Pride Fleet Solutions
6050 Dixie Road
Mississauga ON L5T 1A6
Canada

Invoice# : INV-DXE018494

Bill To : *TPINE LEASING CAPITAL CORPORATION
TPINE LEASING CAPITAL CORPORATION
6050 Dixie Rd.
Mississauga L5T 1A6
Canada
Phone: (416) 913-9602

W.O. # : Sales Order #SO-DXE019053
Open Date : 10/9/2024
P.O. # : TPR-NU8779-05
Acct. # :
Created By : Ravneet Kaur
Payment Term : COD

EQUIPMENT INFORMATION:

Stock #	UNIT #	HUB READING	YEAR	MAKE	MODEL	VIN #
CS203701	597	387,026	2023	Freightliner	Cascadia	3AKJHHDR7PSNU8779

Segment: 1

Complaint :

Labor Amount :

PM
BATTERY
OIL CHANGE

Cause :

Correction / Comments:

OIL CHANGE DONE
CHANGED FILTERS
TOPPED UP ENGINE OIL
PM INSPECTION DONE
CHECKED ALL LIGHTS & BODY
INSPECTED ALL BRAKES_DRUMS_WHEEL SEALS & BRAKE CHAMBERS
SECURED ALL AIRLINES
REPLACED ALL BATTERIES
CHECKED FIFTH WHEEL PLAY
ADJUSTED FIFTH WHEEL CYLINDER
GREASE DONE
BRAKES ADJUSTED
WHEEL TORQUE DONE

#	SRT	Price	Amount
Labor	4.5	\$100.00	\$450.00
Part Description	Quantity	Price	Amount
DPC31S925 BATTERY 925 CCA	4	\$97.00	\$388.00
DPC31S925-Core 925 CCA BATTERY	4	\$0.00	\$0.00
LF17810 ENGINE OIL FILTER - FRHT	1	\$43.87	\$43.87
FS20083 FUEL WATER SEPERATOR - FRHT	1	\$149.46	\$149.46



INV-DXE018494

This is Exhibit V to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 38161		
LESSEE	1137254 ONTARIO LTD.					CONTACT	MANOHAR SINGH	
CO-LESSEE						TELEPHONE	416-716-0706	
CO-LESSEE						EMAIL		
BILLING ADDRESS	6 Dunhill Rd			CITY AND PROVINCE	Brampton, ON		POSTAL CODE	L6X 4M4
ASSET DESCRIPTION		Refer Equipment Schedule						
EQUIPMENT LOCATION								
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS	
60 Months	03/01/2023	\$26,700.00 + Applicable Taxes	RENTAL	\$13,350.00	\$1,735.50	\$15,085.50	REFER SEC A See Schedule A for more options	
			GAP	\$0.00				
			WALK-AWAY	\$0.00				
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes. Authorized Cheque Signer(s) X <u>Manohar Singh</u> Title(s) <u>President</u>						
1st		PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE						

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the Lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or the Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage, (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of

24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law. Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: March 1, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By _____
Authorized Signatory

LESSEE

(Full Legal Name) 1137254 ONTARIO LTD.

The undersigned affirms that he/she is duly authorized to execute this Lease.

By Manohar Singh Prasad Date 03/01/2023
Authorized Signatory

INDEMNITOR

(Full Legal Name) MANOHAR SINGH

The undersigned affirms that he/she is duly authorized to execute the Certificate

By Manohar Singh
Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____
Authorized Signatory



**** SCHEDULE A****

To Lease Agreement dated March 1, 2023, between Tpine Leasing Capital Corporation and 1137254 ONTARIO LTD.

End of Term Payment

Notwithstanding section 7 or any other provision of the Lease, in addition to the monthly lease payments set out in the Lease, 1137254 ONTARIO LTD. acknowledges and agrees that it shall make a final lease payment of **\$159,139.00**, plus applicable taxes at the end of the 60 months of the term (the "Final Payment"). Upon receipt of the Final Payment, Lessor shall transfer and convey all Lessor's right, title and interest in and to the Equipment, on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that Lessee will acquire such interest free and clear of all liens and encumbrances created by or through Lessor TO 1137254 ONTARIO LTD..

Failure to make the Final Payment shall constitute an event of default under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

1137254 ONTARIO LTD.

By _____
Name _____
Title _____

By Manohar Singh
Name MANOHAR SINGH
Title President



NO EQUITY LETTER

Date: March 1, 2023

TPine Leasing Capital Corporation,
6050 Dixie Rd
Mississauga, On, L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
				2023 KENWORTH T-680 ORANGE BEARING S NO. 1XKYD49X7PJ217861	
				2023 KENWORTH T-680 ORANGE BEARING S NO. 1XKYD49X1PJ217872	
				2023 PETERBILT 579 ORANGE BEARING S NO. 1XPBD49X7PD841514	

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from Pride Truck Sales Mississauga, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

1137254 ONTARIO LTD.

By: Manohar Singh
Name: MANOHAR SINGH
Title: _____

MANOHAR SINGH

By: Manohar Singh
Name: MANOHAR SINGH
Title: President



*** EQUIPMENT SCHEDULE ***

EQUIPMENT DESCRIPTION:

[illegible]

1137254 ONTARIO LTD.

By: Manohar Singh
Name: MANOHAR SINGH
Title: President



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: March 3, 2023

1137254 ONTARIO LTD.

6 Dunhill Rd

Brampton, ON L6X 4M4

Hereinafter called <<Lessee>>

Equipment: 2023 KENWORTH T-680 ORANGE BEARING S NO. 1XKYD49X7PJ217861
2023 KENWORTH T-680 ORANGE BEARING S NO. 1XKYD49X1PJ217872
2023 PETERBILT 579 ORANGE BEARING S NO. 1XPBD49X7PD841514

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E.) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

1137254 ONTARIO LTD.

By: _____
Name: _____
Title: _____

By: Manohar Singh
Name: MANOHAR SINGH
Title: President



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY

Date March 1, 2023

Lease # 38161

VIN # 1XKYD49X7PJ217861, 1XKYD49X1PJ217872, 1XPBD49X7PD841514

Date March 1, 2023

Invoice # 38161

Bill To 1137254 ONTARIO LTD.

6 Dunhill Rd

Brampton, ON L6X 4M4

V65896 Mitsubishi Contract

Payout - \$826,689.01 + (HST. \$107,463) = 934,152.08

Per Truck # \$275,546 + HST = remaining

Payment rate every month - 5th of every month.

	DESCRIPTION	AMOUNT
	First and Last Payment	\$26,700.00
	Application Fee	\$495.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
	SUBTOTAL	\$27,195.00
	% HST	13%
	AMT HST	\$3,535.35
	GRAND TOTAL	\$30,730.35

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. Second Monthly Payment is due on May 1, 2023

Manohar Singh
Authorized Signatory

Brandon
Title

03/01/2023

Date

This is Exhibit W to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPINE Rental Plan with Full Maintenance
Schedule & Coverage



Client Name: <u>SOUTHERN TRANSPORT INC.</u>	VIN: <u>VA3253 & VA3254</u>
YEAR: <u>2024</u>	MAKE: <u>Freightliner</u> MODEL: <u>CASCADIA</u>

ITEM	INTERVAL
1 Regular Oil Change	45,000-55,000 Miles
2 Steer Tires (Expected Life)	125,000-175,000 Miles
3 Drive Tires (Expected Life)	300,000 -350,000 Miles

PRIDE's Responsibility	Client's Responsibility
1 Oil Change	Diesel, DEF Fluid, Other Fluids & Windshield
2 Complimentary Oil Top Ups (at Pride Shops...!!)	Any Minor Repairs under \$100.00 (But Complimentary at Pride Shops...!!)
3 Complimentary Coolant Top Ups (at Pride Shops...!!)	Any Accidental, driver abuse, Negligence related repairs (including towing)
4 Tire Replacement (Wear & Tear only) (at Pride Shops only)	Regular Tire Air Pressure Maintain, Check-Up, Blown up Tire
5 Truck Towing cost to Nearest OEM Dealer	Cost of Trailer Towing
6 Truck Replacement In Every 12 Months (Subject to Availability)	Insurance Coverage (Either client's own fleet Ins. OR the rental truck company Insurance) + Per Mile Charges of the replacement rental unit
7 24/7 PRIDE's Assistance / Guidance	Any warranty Related Work - Client to contact Nearest OEM dealer

All maintenance / repairs are preferred to be done at PRIDE SHOPS in regular business hours.

Any mechanical failure / breakdown is covered 365 Days 24 hours, 7 Days a week (24/7)

Below is list of PRIDE's current USA/Canada active maintenance shops.

- DETROIT : 500, Ternes Drive, Monroe, MI
- DALLAS: 34880, Lyndon B Johnson Freeway, Dallas, TX
- BAKERSFIELD: 31992 Famoso Rd, McFarland, CA
- FRESNO: 3369 Chestnut Ave South, Fresno, CA
- TOLEDO: 1125 East Alexis Road, Toledo, OH
- NEW JERSEY: 2382 Route 130, Dayton, NJ
- MISSISSAUGA: 6050 Dixie Road, Mississauga, ON
- MILTON: 10862 Steeles Avenue, Milton, ON
- FORT-ERIE : 933 Helena St, Fort Erie, ON
- REGINA: 4600 Victoria Avenue East, Regina, SK

PRIDE
DIESEL INC.
☎: 1-888-909-7117

& Many more getting added to the list very soon...Please call 24 Hours ahead to book for service appointment.

IF there is no convenient PRIDE location is available, service can be done thru 900 National Lease locations, TA & Love truck stops.

Manager's Signature

Amrinder Singh
Client's Signature

PRIDE

FLEET SOLUTIONS

Date December 14, 2023

Monthly Payment **\$4600 per month/unit**

Mileage Allowance Annual **150K Miles per year/ unit**

Moose Bumper: \$100/month included in Monthly payments.

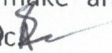
Additional Rental per Mile **\$0.29**


Maintenance by **Pride**

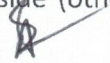
Wear and tear by **Pride**

Any driver abuse responsibility **Client**

A. Pride Fleet Solutions Inc has the right to replace/ exchange the equipment with a similar unit with 30-day notice. 

B. Customer is not permitted to make any modification to the vehicle without written permission of Pride Fleet Solutions Inc. 

C. Customer is responsible for removing of decals and detailing while returning the vehicle after lease term. Any physical damage exceeding \$500 will be customer's responsibility. 

D. Any major repair done outside (other then pride service station) should be authorized by Pride Fleet Solutions Inc. 

E. Remaining Contract terms: 31 months for VIN# MW4676(Odometer: 408862 miles)

F. Remaining Contract terms: 31 months for VIN# 292757(Odometer : 395813 miles)

G: Despite Schedule 'A' provisions placing the responsibility for the residual on the Client, this rental rider supersedes those provisions, transferring the responsibility to Pride Truck Sales Ltd. They will fulfill it by paying the residual to Tpine Leasing Capital Corporation and taking possession of the equipment."

Please Note – All the amounts are applicable to taxes.

Vehicle Description

2024 FREIGHTLINER CASCADIA WHITE S. No.: 3AKJHHDRXRSVA3253

2024 FREIGHTLINER CASCADIA WHITE S. No.: 3AKJHHDR1RSVA3254

6050 Dixie Rd, Mississauga, ON, L5T 1A6

Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com



PRIDE

FLEET SOLUTIONS

Pride Fleet Solutions Inc

By _____

Name:

South Pole Transport Inc.

By

Amandeep Singh

NAME AMANDEEP SINGH DHALIWA

6050 Dixie Rd, Mississauga, ON, L5T 1A6

Tel. 416-913-9602, Fax. 1 866-865-4596, email: credit@tpinecapital.com

This is Exhibit X to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits



TPine Leasing Capital Corporation

LEASE AGREEMENT

LESSEE		SOUTH POLE TRANSPORT INC.		CONTACT		AMANDEEP SINGH DHALIWAL	
CO-LESSEE				TELEPHONE		306-500-0199	
CO-LESSEE				EMAIL			
BILLING ADDRESS		774 HARGREAVES CRES		CITY AND PROVINCE		SASKATOON, SK	
		ASSET DESCRIPTION		Refer Equipment Schedule		POSTAL CODE	
		EQUIPMENT LOCATION				S7R 0H2	
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
60 Months	12/14/2023	\$18,400.00 + Applicable Taxes	RENTAL	\$9,200.00	\$460.00	\$9,660.00	REFER SCHEDULE A
			GAP	\$0.00			
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
1st		Authorized Cheque Signer(s)		Amandeep Singh		Title(s) DIRECTOR	

PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition,

* These are replacement units for my previous term.

design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or and Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage, (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile of other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. CHARGES. Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfil any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: December 14, 2023

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

LESSEE

(Full Legal Name)

SOUTH POLE TRANSPORT INC.

The undersigned affirms that he/she is duly authorized to execute this Lease.

By Amandeep Singh Title DIRECTOR Date 12/14/2023
Authorized Signatory

INDEMNITOR

(Full Legal Name)

CO-LESSEE

(Full Legal Name)

The undersigned affirms that he/she is duly authorized to execute the Certificate

By _____
Authorized Signatory

By Amandeep Singh
Authorized Signatory

By _____
Authorized Signatory





NO EQUITY LETTER

Date: December 14, 2023

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
				<u>2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDRXRSVA3253</u>	
				<u>2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR1RSVA3254</u>	

This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from TPINE TRUCK RENTAL INC., was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

SOUTH POLE TRANSPORT INC.

By Amandeep Singh
Name AMANDEEP SINGH DHALI WAL
Title DIRECTOR

AMANDEEP SINGH DHALI WAL

By Amandeep Singh
Name AMANDEEP SINGH DHALI WAL
Title DIRECTOR

[Signature]

[Signature]



INVOICE

HST # 839309333 RT0001

FOR OFFICE USE ONLY

Date December 14, 2023
Lease # 42257
VIN # 3AKJHHDRXRSVA3253 ; 3AKJHHDR1RSVA3254

Date December 14, 2023
Invoice # 42257
Bill To SOUTH POLE TRANSPORT INC.
774 HARGREAVES CRES
SASKATOON, SK S7R 0H2

	DESCRIPTION	AMOUNT
	First and Last Payment	\$18,400.00
	Application Fee	\$0.00
	Others	\$0.00
	Less : Deposit/ Trade in to the dealer	\$0.00
	SUBTOTAL	\$18,400.00
	% GST	5%
	AMT GST	\$920.00
	GRAND TOTAL	\$19,320.00

Payment Options

1. Total amount payable via certified funds to TPINE LEASING CAPITAL CORPORATION
2. the undersigned authorize TPINE LEASING CAPITAL CORPORATION to withdraw the amount listed as the TOTAL directly from my bank account .
3. Second Monthly Payment is due on February 1, 2024

Amandeep Singh
Authorized Signatory

DIRECTOR
Title

12/14/2023
Date



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: December 16, 2023

SOUTH POLE TRANSPORT INC.

774 HARGREAVES CRES

SASKATOON, SK S7R 0H2

Hereinafter called <<Lessee>>

Equipment: 2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDRXRSVA3253
2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR1RSVA3254

1. The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

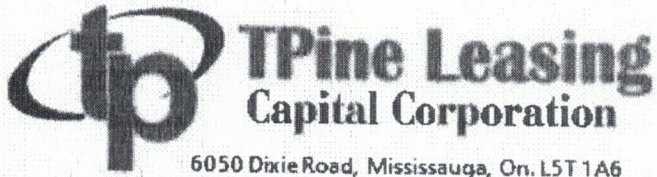
By: _____
Name: _____

Title: _____

SOUTH POLE TRANSPORT INC.

By: Amandeep Singh
Name: AMANDEEP SINGH
DHALIWAL

Title: DIRECTOR



**** SCHEDULE A ****

To Lease Agreement dated December 14, 2023, between TPine Leasing Capital Corporation and SOUTH POLE TRANSPORT INC.

End of Term Payment

Notwithstanding section 7 or any other provision of the Lease, in addition to the monthly lease payments set out in the Lease, SOUTH POLE TRANSPORT INC. acknowledges and agrees that it shall make a final lease payment of \$50,000.00, plus applicable taxes at the end of the 60 months of the term (the "Final Payment"). Upon receipt of the Final Payment, Lessor shall transfer and convey all Lessor's right, title and interest in and to the Equipment, on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that Lessee will acquire such interest free and clear of all liens and encumbrances created by or through Lessor TO SOUTH POLE TRANSPORT INC..

Failure to make the Final Payment shall constitute an event of default under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION

SOUTH POLE TRANSPORT INC.

By _____
Name _____
Title _____

By Amandeep Singh
Name AMANDEEP SINGH DHALIWAL
Title DIRECTOR



SCHEDULE "B"

Vehicle Full Service Agreement

Date: December 14, 2023

This Service Agreement ("Agreement") made on the date mentioned above, is between Pride Diesel hereinafter called, "Pride", with its principal address at 6050 Dixie Rd, Mississauga, ON L5T 1A6, Canada and

SOUTH POLE TRANSPORT INC. hereinafter called "Customer",

With its principal address at 774 HARGREAVES CRES, SASKATOON, SK S7R 0H2

I. VEHICLES COVERED AND TERM:

A. Pride does hereby lease to Customer and Customer does hereby lease from TPine, the vehicle or vehicles described in Lease Agreement:

2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDRXRSVA3253
2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR1RSVA3254

(hereinafter, collectively, "Vehicles" or "Vehicle", attached hereto and from time to time hereafter executed and made part of this Agreement. The term of this Agreement shall commence on date of execution of the Lease Agreement and shall continue for Twenty Four (24) months or 200,000 Miles of operation (whichever occurs first) unless terminated earlier as provided for hereinafter.

B. Acceptance of Vehicles in service constitutes Customer's acknowledgement of compliance with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without TPine's prior written consent), special equipment, or material alteration in painting, lettering or artwork thereafter required by Customer. In the event that, subsequent to the date of execution of this Agreement by TPine, any Federal, Provincial or local law, ordinance or regulation requires the installation of any additional equipment, Customer will be responsible for all costs including installation expenses.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included in the Lease Agreement, or not maintained by TPine under a separate agreement, Customer agrees that such trailer and/or equipment will be in good operating condition.

D. END OF TERM: This Service Agreement will terminate in Twenty Four (24) months from the date of signing or 200,000 Miles of operation, whichever occurs first.

II. OPERATIONS OF VEHICLE

A. The Vehicles will be used and operated by Customer only in the normal and ordinary course of Customer's business and not in violation of any laws or regulations (including legal weight and size limits).

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' followed by a flourish.



III. MAINTENANCE AND REPAIRS TO VEHICLES:

A. Pride agrees to provide from Freightliner Dealer Network (Across North America) and at its cost: (1) oil, lubricants and all other operating supplies, and accessories necessary for the proper and efficient operation of the Vehicles; (2) maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition.

B. Customer shall report any and all faulty operations or other trouble with respect to any and all Vehicles any nearest Freightliner dealer as soon as possible. Except and until so reported, it shall be presumed that said Vehicles are in good working condition. Customer further agrees not to cause or permit any person other than persons expressly authorized by TPine to make repairs or adjustments to Vehicles during the period of this service agreement.

C. Any repair due to driver/operator abuse or negligence verified by OEM, will be not be covered by this service agreement and resulting cost need to be paid by the customer (Lessee).

IV. FUEL AND FUEL TAX REPORTING:

A. FUEL: Customer is responsible to purchase fuel, diesel exhaust fluid (DEF, Urea), any other consumable and customer is responsible for the charges for all such fuel, diesel exhaust fluid (DEF, Urea) or any other consumable.

B. FUEL TAX PERMITTING AND REPORTING: Customer is responsible to prepare and file fuel tax returns, Customer shall indemnify and hold TPine harmless from and against any claims or loss resulting from Customer's failure to pay any fuel taxes.

V. DRIVERS:

A. Customer agrees that each Vehicle will be operated by a safe, careful, and properly licensed driver, who is the employee or agent of Customer, subject to Customer's exclusive direction and control and who operates the Vehicle lawfully.

B. Customer shall at its own expense keep records as to the daily mileage and trip times of each driver and Vehicle and shall make these records available to Pride as required.

DATE: December 14, 2023

EXECUTED AS LESSOR:

PRIDE DIESEL INC.

(Authorized Signatory)

CUSTOMER
(LESSEE):

SOUTH POLE TRANSPORT INC.

(The undersigned affirms that he/she is duly authorized to execute this Certificate)



(Authorized Signatory)

PRIDE TRUCK SALES

Waiver Acknowledgement

Stock: _____ VIN # 3AKJHHRXRSVA3253, 3AKJHHR1RSVA3254

I hereby acknowledge the following:

- 1) I have been offered the opportunity to select the following applicable items:
(Please circle to indicate your choice).

✓ TPine-Walk-Away	ACCEPT _____	DECLINE <u>✓</u>
✓ Total Loss Protection (GAP)	ACCEPT _____	DECLINE <u>✓</u>
✓ Extended Warranty	ACCEPT _____	DECLINE <u>✓</u>
✓ Pride Roadstar	ACCEPT _____	DECLINE <u>✓</u>

- 2) The benefits of each product were explained to me and I fully understand them.
3) I did not elect to take the coverages noted as "DECLINE" and accept LIABILITY TRANSFER.

Buyer: South Pole Transport Inc.
(Please print name)

Amandeep Singh
(Signature)

Co-Buyer: _____
(Please print name)

(Signature)

Dealer Representative: _____
(Please print name)

(Signature)



Date December 15, 2023

POWER OF ATTORNEY

TPINE LEASING CAPITAL CORPORATION authorizes **SOUTH POLE TRANSPORT INC.** to act as their attorney in accordance with the power of attorney to complete on their behalf the appropriate vehicle licensing for the vehicle referenced below. TPINE LEASING CAPITAL CORPORATION authorizes **SOUTH POLE TRANSPORT INC.** to attach their plates to the vehicle(s).

LESSEE: SOUTH POLE TRANSPORT INC.

This power of attorney is effective December 15, 2023 for a period of 15 Days.

Equipment Description (Including model, make and Serial Number)
2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDRXRSVA3253
2024 FREIGHTLINER CASCADIA WHITE BEARING S NO. 3AKJHHDR1RSVA3254

RIN 175448375

Name of Authorized representative : Maninder Kaur

Signature of Authorized Official , I have the authority to bind the corporation.

Signature of Authorized Official MANINDER KAUR
Name

HST # 839309333 RT0001

This is Exhibit Y to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a horizontal stroke.

A Commissioner for taking affidavits

Toronto

November 10, 2025

Montréal

Shawn Irving
Direct Dial: 416.862.4733
sirving@osler.com
Our Matter Number: 1261484

Calgary

VIA EMAIL

Ottawa

2294121 ONTARIO INC
54 MISTLETOE PL
BRAMPTON, ON L6Y5V2

Vancouver

New York

Dear Sirs et Mesdames:

Re: Leases with 2294121 ONTARIO INC (the “Obligor”)

We are counsel to (i) BDO Canada Limited (“**BDO**”), in its capacity as Receiver of the Property (each as defined in the Receivership Order, defined below), and (ii) Royal Bank of Canada in its capacity as financial services agent (in such capacity, the “**FSA**”) under a securitization program (the “**Securitization Program**”) involving TPine Leasing Capital Corporation (“**TLCC**”).

We are writing with respect to the Obligor’s material breach of the Subject Leases (as defined below).

Background

On March 27, 2024, TLCC and certain related entities filed for relief from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (such proceedings, the “**CCAA Proceedings**”).

Pursuant to the Securitization Program, TLCC would sell, and TPine TPine Canada Securitization LP (“**TPine SPV**”) would purchase, from time to time, using funds it received from the FSA, TLCC’s interest in, among other things, the outstanding regularly scheduled payments and certain other assets, including certain leases together with the related financing equipment and any rights, benefits, claims or proceeds related to such assets (collectively, the “**Purchased Assets**”). TLCC was designated the “servicer” (i.e. administrator) of the Purchased Assets under the Securitization Program. The Purchased Assets include the equipment (the “**Subject VINs**”) and corresponding leases (the “**Subject Leases**”) listed on Schedule “A” hereto.

On August 8, 2024, the Court granted an order in the CCAA Proceedings, among other things, appointing a third-party servicer to replace TLCC as “servicer” under the Subject Leases (the “**Replacement Servicer**”). The Replacement Servicer services the Subject Leases in TLCC’s name and not in the Replacement Servicer’s own name.

On September 24, 2024, the Court granted an order (as amended and restated on March 17, 2025, the “**Receivership Order**”), among other things, appointing BDO as Receiver of all of the assets, undertakings and properties of TPine SPV acquired for, or used in relation to a business carried on by TPine SPV and TPine Canada GP Inc. (collectively, the “**Property**”). The “Property” subject to the Receivership Order includes the Subject VINs and the Subject Leases. A copy of the Receivership Order can be obtained by accessing the following link on the Receiver’s case website at <https://www.bdo.ca/getmedia/50913a9f-2900-44bf-8057-9979a9496239/2103-Amended-and-Restated-Receivership-Order-dated-March-17-2025.pdf>.

Outstanding Obligations

You are in material default of the obligations under the Subject Leases and, according to the Replacement Servicer’s records, you have failed to make payments under the Subject Leases for the past 12 months as at September 30, 2025 such that the aggregate amount of arrears under the Subject Leases totals \$85,360.20 as of the date hereof (the “**Arrears**”). Under the terms of the Subject Leases, all amounts due and to become due for the term of the Subject Leases are immediately due and payable. In such circumstances, the Receiver is lawfully authorized to repossess the Subject Vehicles in accordance with the terms of the Subject Leases and the Receivership Order, and seek payment from you for all Arrears, plus an amount equal to the value of all remaining lease payments payable to the expiration of the term of the Subject Leases, plus the Receiver’s estimated residual value of the Subject VINs. Interest accrues on all unpaid amounts owing under the Subject Leases at the rate of 24% per annum.

We request you to immediately contact the Receiver to make payment arrangements and, in any event, by no later than November 28, 2025. The Receiver’s contact information is set out below:

BDO Canada Limited
20 Wellington St. E. Suite 500
Toronto, Ontario
M5E 1C5
Attention: Court-Appointed Receiver
Email: tpine-inquiry@bdo.ca
Phone: 416-369-6058 / 416-369-6031

Should you not rectify the Arrears immediately, the Receiver will seek all remedies available to it to collect the outstanding amounts, including, without limitation, the repossession of the Subject VINs and/or the commencement of legal proceedings against you. In all of which cases the Receiver will also be seeking accruing interest and any and

all costs and expenses, including, without limitation, any legal and other professional fees incurred by the Receiver.

All rights in connection with the foregoing are reserved.

Thank you for your prompt attention to this matter.

Yours truly,

A handwritten signature in dark ink, appearing to be 'SI' with a long, sweeping horizontal line extending to the right.

Shawn Irving
Partner
SI

c: Tracy Sandler, *Osler, Hoskin & Harcourt LLP*
Josie Parisi & Gary Cerrato, *BDO Canada Limited*

SCHEDULE "A"

Obligor Name: 2294121 ONTARIO INC
Address: 54 MISTLETOE PL

Obligor Name	Lease No	VIN(s)	Arrears Balance
2294121 ONTARIO INC	34398	4V4NC9EH7PN323074	\$85,360.20

TOTAL OUTSTANDING \$85,360.20

September 30, 2025



Box 3780, Vancouver, BC V6B 3Z1
Phone: 604-688-6097 Toll Free: 877-588-4274 Fax: 604-688-6017
www.generalcreditservices.com



2564332 ONTARIO INC
9 UPPER RIDGE CRES
BRAMPTON, ON L6P 2C6

You Owe: IFT SOLUTIONS O/A MOVE TRUST
Balance: \$246,377.61
Your Account#: 37261
Your Debt# at General Credit: DH475402

NOTICE OF IMMEDIATE ACTION

Dear 2564332 ONTARIO INC,

You have been sent demand notices to resolve your outstanding account, yet your debt remains unpaid.

We have been instructed to secure this debt and have been asked to notify principle officers and/or shareholders of these outstanding invoices. Our client is now considering resolving this account through the courts since payment has not been made.

Once a judgment has been granted, our client may pursue a seizure and sale of assets and/or garnishment of bank accounts in addition to adding the costs associated with the legal action to the debt.

For your information, a judgment once obtained is a matter of public records, available to investors, and on the company credit bureau. At this point, I need you to provide me the intent of your company. Make the check payable to vendor and have it sent to our office.

Govern yourself accordingly,

Your Account Manager
1-844-278-8536

To Pay by Credit Card – Complete the Following Section and Mail or Fax this ENTIRE Letter.

Please Note: this payment will show as paid to
GENERAL BILLING SOLUTIONS on your next credit card statement.
Type of Card (Check ONE): Visa _____ MasterCard _____

Card Holder Name (As it appears on your card): _____

Card Number: _____ Exp: _____

Payment: \$ _____ + \$3.00 (convenience fee) = Total Charge \$ _____

Cardholder Signature: _____ Date: _____

Daytime Phone Number: _____ Other Phone Number: _____

VEHICLE RETURN FORM

37261

Location MISSISSAUGA

Client Name _____

Company Name Allstate

VIN

4	V	4	N	C	9	E	H	5	P	N	3	2	4	6	5	8
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Year 2023 Make Volvo

Model VNL 760 Color white Kms 503650

Return Date Aug 22, 2024 Reason of Return VS
(Voluntary Surrender, Repossessed, Trade-In, Trade-Up)

Ownership Received Yes/ No

Safety Received Yes/ No

Condition Description

steer axle Michelin (40-50%), drive axle 7 Michelin
(30-40%) + 1 garbage all ok

Returned by _____
(Full Name)

(Signature)

(Contact #)

Receiver Name SAHIL

Receiver Signature Sahil

Other Remarks

September 30, 2025



Box 3780, Vancouver, BC V6B 3Z1
Phone: 604-688-6097 Toll Free: 877-588-4274 Fax: 604-688-6017
www.generalcreditservices.com



2464572 ONTARIO INC
9 UPPER RIDGE CRES
BRAMPTON, ON L6P 2C6

You Owe: IFT SOLUTIONS O/A MOVE TRUST
Balance: \$244,613.76
Your Account#: 37258
Your Debt# at General Credit: DH475746

NOTICE OF IMMEDIATE ACTION

Dear 2464572 ONTARIO INC,

You have been sent demand notices to resolve your outstanding account, yet your debt remains unpaid.

We have been instructed to secure this debt and have been asked to notify principle officers and/or shareholders of these outstanding invoices. Our client is now considering resolving this account through the courts since payment has not been made.

Once a judgment has been granted, our client may pursue a seizure and sale of assets and/or garnishment of bank accounts in addition to adding the costs associated with the legal action to the debt.

For your information, a judgment once obtained is a matter of public records, available to investors, and on the company credit bureau. At this point, I need you to provide me the intent of your company. Make the check payable to vendor and have it sent to our office.

Govern yourself accordingly,

Your Account Manager
1-844-278-8536

To Pay by Credit Card – Complete the Following Section and Mail or Fax this ENTIRE Letter.

Please Note: this payment will show as paid to
GENERAL BILLING SOLUTIONS on your next credit card statement.
Type of Card (Check ONE): Visa _____ MasterCard _____

Card Holder Name (As it appears on your card): _____

Card Number: _____ Exp: _____

Payment: \$ _____ + \$3.00 (convenience fee) = Total Charge \$ _____

Cardholder Signature: _____ Date: _____

Daytime Phone Number: _____ Other Phone Number: _____

VEHICLE RETURN FORM

37258

Location MISSISSAUGA

Client Name _____

Company Name Allstate

VIN

4	V	4	N	C	9	E	H	1	P	N	3	2	4	6	5	6
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Year 2023 Make Volvo

Model VNL760 Color white Kms 508433

Return Date Aug 21, 2024 Reason of Return VS
(Voluntary Surrender, Repossessed, Trade-In, Trade-Up)

Ownership Received Yes/ No

Safety Received Yes/ No

Condition Description

Steers axle 1 bridgestone + 1 Michelin (50-60%), drive
axle Michelin (60-76%), all ok

Returned by _____
(Full Name) (Signature) (Contact #)

Receiver Name SAHIL Receiver Signature sahil

Other Remarks

September 30, 2025



Box 3780, Vancouver, BC V6B 3Z1
Phone: 604-688-6097 Toll Free: 877-588-4274 Fax: 604-688-6017
www.generalcreditservices.com



2464572 ONTARIO INC
9 UPPER RIDGE CRES
BRAMPTON, ON L6P 2C6

You Owe: IFT SOLUTIONS O/A MOVE TRUST
Balance: \$246,997.80
Your Account#: 37259
Your Debt# at General Credit: DH475401

NOTICE OF IMMEDIATE ACTION

Dear 2464572 ONTARIO INC,

You have been sent demand notices to resolve your outstanding account, yet your debt remains unpaid.

We have been instructed to secure this debt and have been asked to notify principle officers and/or shareholders of these outstanding invoices. Our client is now considering resolving this account through the courts since payment has not been made.

Once a judgment has been granted, our client may pursue a seizure and sale of assets and/or garnishment of bank accounts in addition to adding the costs associated with the legal action to the debt.

For your information, a judgment once obtained is a matter of public records, available to investors, and on the company credit bureau. At this point, I need you to provide me the intent of your company. Make the check payable to vendor and have it sent to our office.

Govern yourself accordingly,

Your Account Manager
1-844-278-8536

To Pay by Credit Card – Complete the Following Section and Mail or Fax this ENTIRE Letter.

Please Note: this payment will show as paid to
GENERAL BILLING SOLUTIONS on your next credit card statement.
Type of Card (Check ONE): Visa _____ MasterCard _____

Card Holder Name (As it appears on your card): _____

Card Number: _____ Exp: _____

Payment: \$ _____ + \$3.00 (convenience fee) = Total Charge \$ _____

Cardholder Signature: _____ Date: _____

Daytime Phone Number: _____ Other Phone Number: _____

VEHICLE RETURN FORM

37259

Location MISSISSAUGA

Client Name _____

Company Name All State

VIN

4	V	4	N	C	9	E	H	3	P	N	3	2	4	6	5	7
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Year 2023 Make VOLVO

Model 760 Color White Kms 507,233 KMS

Return Date Aug. 23, 2024 Reason of Return V.S.
(Voluntary Surrender, Repossessed, Trade-In, Trade-Up)

Ownership Received Yes/ No

Safety Received Yes/ No

Condition Description

Michelin 11R Steen tire 40%. P/S back Step Fainting damage.
Drive X Line Middle Axle 30-40%. Last Axle tread Almost Gone.

Returned by MARSHALL DHALIWAL [Signature] 647 251 8466
(Full Name) (Signature) (Contact #)

Receiver Name SAPIL Grewant Randhawa Receiver Signature [Signature]

Other Remarks

REGISTERED MAIL

(Without prejudice)

December 18, 2024

Surinder Singh Ghuman
BGX TRANSPORT INC.
545 Steeles Avenue W, PO Box 38613
Brampton Ontario L6Y5R5

WITHOUT FURTHER DELAY**SUBJECT: TERMINATION NOTICE - CONTRACT BREACH**

Surinder Singh Ghuman,

Please be advised that default has occurred with respect to contract **V65904**. Details are as follows:

- a) Default of payment since **November 15, 2024**
- b) Unpaid amount (Arrears) **\$1,559.40**
- c) Total (Contract) balance (tax included) **\$98,174.40**

If the above-mentioned amount (B or C) is not received until **December 23, 2024**, Mitsubishi HC Capital Canada Leasing, Inc. may exercise its rights and remedies as specified in the terms of your contract (Be advised that the above-mentioned default is not limiting or exhaustive and that other cases of default under the contract may apply).

In case of a bank transfer or direct deposit, send us a copy of the deposit slip or confirmation of bank transfer by email to CollectionsCA@mhccna.com. Alternatively, if you are unable to remedy the default, we would ask that you contact us to make arrangements for the return of the equipment, which may avoid additional costs.

Govern yourself accordingly,

Mitsubishi HC Capital Canada Leasing, Inc.

Vincent Nesparoli, Senior Commercial Collection Specialist
1-855-840-1298 #2418

EQUIPMENT ACKNOWLEDGEMENT*Complete in block letters*

BETWEEN: **BGX Transport Inc.** , having its head office at 545 Steeles Avenue, Brampton, ON L6Y5R5 . Herein represented by **Surinder Singh Ghuman** , duly authorized.

(hereinafter called "Lessee")

AND: **Mitsubishi HC Capital Canada Leasing, Inc. ("MHCL")**, having its head office at 1100 Burloak Drive, Suite 401, Burlington ON L7L 6B2 Herein represented by **Vincent Nesparoli**; , duly authorized.

(hereinafter called "MHCL")

WHEREAS contract number **V65904** intervened between the Lessee and MHCL;

WHEREAS the Lessee wished to remit to MHCL the equipment of the above-mentioned contract, and this before the schedules contract term;

WHEREAS the Lessee waives his right to the purchase option in that event;

WHEREAS MHCL keeps all the received payments in accordance with the contract;

WHEREAS All terms and conditions of the said contract continue to be effective;

The parties agree and consent to the following:

1. The preamble shall be an integral part of this agreement;
2. MHCL is waiting for the reception of the following equipment:

EQUIPMENT DETAILED DESCRIPTION	MODEL	SERIAL #
2022 Tesla	Y	7SAYGDEE5NF573093

3. MHCL retains all the rights defined in the said contract.

IN WITNESS WHEREOF, the parties have signed at on the day of December 2024.

Mitsubishi HC Capital Canada Leasing, Inc.

"MHCL"

Vincent Nesparoli

Signature

Vincent Nesparoli

Name of duly authorized/mandated signatory

BGX Transport Inc. .

"Lessee"

Signature

Surinder Singh Ghuman

Name of duly authorized/mandated signatory

Notice of Missed Payment

From: Bennington Financial Corp. <collections@benningtonfinancial.ca>

sent from mandrillapp.com

Sent: Tue, Jan 7, 2025 at 11:06 am

To: tony@bgxtransport.ca



Images not displayed. [SHOW IMAGES](#) | [ALWAYS SHOW IMAGES FROM THIS SENDER](#)

Dear BGX Transport Inc.,

Your most recent payment in the amount of 5644.35 under agreement 50026010 due on 2025-01-01 12:00:00 AM has been returned by the bank as Payment Stopped/Recalled.

Your current arrears are 11438.70, which continue to accrue past due interest.

Please contact our office immediately to resolve this matter at the contact information on your agreement or

Tel: 1.844.223.2372 ext. 6275

Direct: 905.901.6275

Email: collections@benningtonfinancial.ca.

Thank you for choosing Bennington Financial Corp. If you have a question please contact us as described above.

Privacy Statement

This message and any attachments may contain information that is privileged or confidential. Any other distribution, copying or disclosure is strictly prohibited. If you received this transmission in error, please immediately contact the sender and destroy the material on its entirety, whether in electronic or hard copy format. A copy of our Privacy Policy can be found on our website.

This is Exhibit Z to the affidavit of
Adnan Ahmed Luk affirmed on December 4, 2024

A handwritten signature in black ink, consisting of a stylized, cursive 'C' shape with a small loop at the end.

A Commissioner for taking affidavits



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MITSUBISHI HC CAPITAL CANADA LEASING, INC.

Plaintiff

and

1137254 ONTARIO LTD., and MANOHAR SINGH

Defendants

(Court seal)

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,000.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

DATE:

Issued by

Milton Courthouse
Superior Court of Justice
491 Steeles Ave E.
Milton, Ontario L9T 1Y7

TO: **1137254 ONTARIO LTD.**
6 Dunhill Rd
Brampton, Ontario
L6X 4M4

AND TO: **MANOHAR SINGH**
6 Dunhill Rd
Brampton, Ontario
L6X 4M4

CLAIM

1. The Plaintiff, Mitsubishi HC Capital Canada Leasing, Inc. ("**Mitsubishi**", or the "**Plaintiff**"), claims against the Defendants, jointly and severally, the following:

- a) payment for outstanding debt in the amount of \$503,760.07;
- b) pre- and post- judgment interest pursuant to a contractual agreement between the herein parties at a rate of 24.00 per cent per annum;
- c) in the alternative, pre- and post- judgment interest in accordance with the *Courts of Justice Act, R.S.O., 1990, c. C.43*, as amended;
- d) costs and disbursements of this action, plus applicable taxes thereon; and,
- e) such further and other relief as this Honourable Court may deem just and proper.

The Parties

2. Mitsubishi is a corporate body duly licensed to transact business as an equipment leasing and finance company in Ontario, among other provinces in Canada, with its head office located in Trois-Rivières, Quebec.

3. In its usual course of business, Mitsubishi writes leases directly, including leases sourced from brokers, as well as taking assignments of leases from third parties. For contracts which proceed to completion, the equipment is selected by the lessee from a vendor, delivered by the vendor to the lessee and paid for by Mitsubishi, with Mitsubishi holding title of the equipment to secure performance of obligations under the lease agreement. Mitsubishi holds a financial interest in the collateral, which is securitized through registrations under applicable provincial personal property security registration systems, until all obligations of lessee are discharged in full.

4. The Defendant, 1137254 ONTARIO LTD. (the "**Lessee**"), is a company duly incorporated and licensed to carry on business in the Province of Ontario, and was at all material times bound by the terms and conditions of an equipment lease agreement with Mitsubishi bearing lease number 38161 (the "**Lease Agreement**").

5. The Defendant, MANOHAR SINGH (the “**Personal Guarantor**”), a corporate director and operator of the Lessee, is an individual residing in the City of Brampton, Province of Ontario. At all material times, the Personal Guarantor was personally bound by the terms and conditions of the Lease Agreement, and was responsible for, *inter alia*, any payment obligations and debts owed by the Lessee as a result of executing a personal guarantee in relation to the Lease Agreement.

The Lease Agreement

6. On or about MARCH 1, 2023, Lessee, entered into the Lease Agreement, pursuant to which the Lessee was required to, among other things, make monthly payment to Mitsubishi in the amount described below, for the lease of the following equipment: 2023 Kenworth 680 (VIN: 1XKYD49X7PJ217861), 2023 Kenworth 680 (VIN: 1XKYD49X1PJ217872), 2023 Peterbilt 579 (VIN: 1XPBD49X7PD841514) (the “**Lease Equipment**”).

7. The Lease Agreement contained, *inter alia*, the following terms:

- a. Lease Commencement Date: MARCH 1, 2023
- b. Lease Term: 60 Months
- c. First and Last Payment: \$26,700.00 (plus applicable taxes)
- d. Monthly Lease Payments: \$15,085.50 (inclusive of applicable taxes)
- e. End of Term Payment: \$159,139.00 (plus applicable taxes)
- f. Default Interest: 24.00% per annum

8. Mitsubishi pleads and relies on all the terms and conditions of the Lease Agreement.

The Personal Guarantee

9. On or about MARCH 1, 2023, the Personal Guarantor duly executed a personal guarantee in regards to the Lease Agreement (the “**Personal Guarantee**”).

10. Pursuant to the terms of the Personal Guarantee, the Personal Guarantor unconditionally and irrevocably guaranteed, among other things, all of the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Lessee to Mitsubishi which remained unpaid by the Lessee.

11. Mitsubishi pleads and relies upon all of the terms and conditions of the Personal Guarantee.

The Defendants' Breach of Contract

12. After taking possession of the Lease Equipment and receiving value by the use thereof, the Lessee failed to make payment to Mitsubishi when and as required under the Lease Agreement, and failed to make further payment as of the date described below:

Lease Agreement No.	Date of Last Payment	Date of Default
38161	April 1, 2024	May 1, 2024

13. As a result of the Lessee's failure to make payment when and as required under the Lease Agreement, the Lessee breached a material term of the Lease Agreement. As a consequence of said material breach, the Lessee is indebted to Mitsubishi in the total amount of **\$323,933.00** (the "**Outstanding Balance**"), pursuant to the Lease Agreement.

14. As a further consequence of the Lessee's said material breach, the Personal Guarantor was liable to satisfy the outstanding debt owed under the Lease Agreement pursuant to the Personal Guarantee, but failed to do so. To this end, the Personal Guarantor is in breach of contract, for which Mitsubishi has suffered damages in the amount of the Outstanding Balance and is therefore entitled to the full recovery thereof from the Lessee and the Personal Guarantor (hereinafter collectively referred to as the "**Defendants**"), on a joint and several basis.

15. The Defendants' respective performance under the Lease Agreement and the Personal Guarantee was not lawfully excused or made impossible. Instead, the Defendants willfully and intentionally chose to disregard their contractual obligations by refusing to pay Plaintiff the money it was owed under the Lease Agreement.

16. Based on the foregoing, as of the date of the commencement of this proceeding, Mitsubishi submits that the Defendants are jointly and severally liable to pay Mitsubishi liquidated damages in the amount of the Outstanding Balance, plus interest thereon at a contractual rate of 24.00 per cent per annum, effective the date of default.

17. Notwithstanding demands for repayment, the Defendants have failed to pay the foregoing amount to Mitsubishi, which is a just debt and remains owing.

18. Mitsubishi pleads and relies upon all the terms and provisions of the Lease Agreement, the Personal Guarantee, the *Personal Property Security Act*, RSO 1990, c P.10, as amended, the *Courts of Justice Act*, RSO 1990, c C.43, as amended, the *Interest Act*, RSC 1985, c I-15, as amended, and the *Excise Tax Act*, RSC 1985, c E-15, as amended, in so far as Good and Services Tax is payable in respect of Mitsubishi's claims or costs.

19. The Plaintiff proposes that this action be tried in the City of Milton, in the Province of Ontario.

September 15, 2025

MITSUBISHI HC CAPITAL CANADA LEASING, INC.
1100 Burloak Drive, Suite 401
Burlington, ON L7L 6B2

Marko Ivanisevic (LSO# 79544M)
Tel: 905-630-4625
LegalEnforcement@mhccna.com

Lawyer for the Plaintiff

MITSUBISHI HC CAPITAL CANADA LEASING, INC.
Plaintiff

-and-

1137254 ONTARIO LTD., et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

STATEMENT OF CLAIM

MITSUBISHI HC CAPITAL CANADA LEASING, INC.
1100 Burloak Drive, Suite 401
Burlington, ON L7L 6B2

Marko Ivanisevic (LSO# 79544M)
Tel: 905-630-4625
LegalEnforcement@mhccna.com

Lawyer for the Plaintiff

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** ET AL.

Court File No. CV-24-00738443-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ADNAN AHMED LUK
(Affirmed December 4, 2025)

MORSE TRAFFORD LLP

100 King Street West, Suite 5700
Toronto, ON M5X 1C7

David Trafford (68926E)

Tel No.: (416) 369-5440

Email: dtrafford@morsetrafford.com

COZEN O'CONNOR LLP

Bay Adelaide Centre – North Tower
40 Temperance Street – Suite 2700
Toronto, ON M5H 0B4

Steven Weisz (32102C)

Tel No.: (647) 417-5336

Email: sweisz@cozen.com

Dilina Lallani (90453E)

Tel No.: (647) 417-5349

Email: dlallani@cozen.com

Representative Counsel

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	[●], THE [●]
)	
JUSTICE OSBORNE)	DAY OF [●], 2026

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE
GROUP HOLDINGS INC.** and those Applicants listed on Schedule “A” hereto (each, an
“**Applicant**”, and collectively, the “**Applicants**”)

REPRESENTATIVE COUNSEL APPOINTMENT ORDER

THIS MOTION made by certain freight companies (a list which is attached as Schedule “B”) (the “**Freight Companies**”) for an order appointing Morse Trafford LLP and Cozen O’Connor LLP as representative counsel (“**Representative Counsel**”) to represent the Freight Companies listed at Schedule B or any Freight Companies who join thereafter that entered into any written, oral, express or implied lease and rental agreements with Pride Fleet Solutions and/or TPine Truck Rental Inc in respect of all claims (“**Claims**”) to be made by the Freight Companies in these proceedings, was heard this day by Zoom videoconference.

ON READING the motion record of the Freight Companies and on hearing the submissions of Representative Counsel, counsel of Ernst & Young Inc. (the “**Monitor**”) and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Shannon Carson affirmed on December 10, 2025.

REPRESENTATIVE COUNSEL

1. **THIS COURT ORDERS** that Morse Trafford LLP and Cozen O'Connor LLP is hereby appointed as Representative Counsel for all Freight Companies.

2. **THIS COURT ORDERS** that Representative Counsel may take all steps and perform all acts necessary or desirable in representing the Freight Companies, including without limitation by:

- a. developing a process for the identification of valid and provable Claims;
- b. analyzing Claims that the Freight Companies may have, directly or indirectly, against the Applicants, its current and former officers and directors and third parties, arising out of the operation of the Applicants' business, including the operation of Pride Fleet Solutions and TPine Truck Rental Inc or other entities under the corporate umbrella or directly or indirectly related to the Applicants;
- c. responding to inquiries from the Freight Companies;
- d. seeking a declaration from the Court that the lease agreements discussed herein are unenforceable and to set a timetable during a case conference for the adjudication of the parties' positions; and
- e. performing such other actions approved by the Court.

(the "**Representative Counsel Mandate**")

3. **THIS COURT ORDERS** that Representative Counsel will represent the interests of the Freight Companies without any obligation to consult with or seek instructions from each Freight Company provided however, that Representative Counsel will establish a committee of Freight Companies (the "**Representative Committee**").

4. **THIS COURT ORDERS** that Adnan Ahmed and Amit Kumar be appointed as the Representative Committee to instruct and advise Representative Counsel, provided that any other members may be appointed to the Representative Committee from time to time and on such terms as may be agreed to by the Representative Committee or established by further order of this Court.

5. **THIS COURT ORDERS** that, with the exception of any Opt-Out Freight Company (as defined below), (i) the Representative Counsel and the Representative Committee, if any, shall represent all of the Freight Companies in these proceedings, and (ii) the Freight Companies shall be bound by the actions of the Representative Counsel and the Representative Committee, if any, in these proceedings.

6. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Monitor and only to the extent available, the Monitor shall provide to Representative Counsel, without charge, the following information, documents and data (the “**Information**”) in machine readable format as soon as possible after the granting of this Order, for the purposes of enabling Representative Counsel to carry out its Representative Counsel Mandate in accordance with this Order:

- a. the names, last known addresses and last known telephone numbers and e- mail addresses, and other contact information of known Freight Companies that are not listed in Schedule “B” (if any); and
- b. upon request of the Representative Counsel, such documents and data as may be reasonably relevant to issues affecting the Freight Companies, subject to the agreement of the Monitor or further order of this Court.

and that, in doing so, the Monitor is not required to obtain express consent from such Freight Companies authorizing disclosure of the Information to Representative Counsel and, further, in accordance with section 7(3) of the *Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5* (“**Personal Information Protection Act**”), this Order shall be sufficient to authorize the disclosure of the Information, without the knowledge or consent of the individual Freight Companies.

7. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Monitor, the Monitor is authorized to disclose to Representative Counsel and its Advisors (as defined below) (each, a “**Recipient**”) all Information. Each Recipient to whom Information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to the performance of the Representative Counsel Mandate.

8. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Monitor, in connection with the permitted disclosure of Information, pursuant to section 7(3)(c) of the *Personal Information Protection Act*, the Monitor is hereby authorized to disclose personal information of identifiable individuals (“**Personal Information**”) to each Recipient. Each Recipient to whom Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and, upon termination of the Representative Counsel Mandate, such Recipient shall return all such Personal Information to the Monitor or alternatively destroy such Personal Information and provide confirmation of its destruction if so requested by the Monitor.

9. **THIS COURT ORDERS** that Representative Counsel be and hereby is authorized to retain such financial and other advisors and assistants as may be reasonably necessary or advisable in connection with the Representative Counsel Mandate (“**Advisors**”) provided the proposed costs

and expenses of such Advisors shall be subject to the written consent of the Monitor or Order of this Court.

10. **THIS COURT ORDERS** that a charge be granted, attached to the assets of the Applicants as security for the professional fees of Morse Trafford LLP and Cozen O'Connor LLP as Representative Counsel, at its standard rates and charges, up to an aggregate maximum amount of \$200,000, exclusive of HST and disbursements (the “**Representative Counsel Allowance**”).

11. **THIS COURT ORDERS** that the Representative Counsel Allowance may be increased from time to time by mutual agreement of Representative Counsel and the Monitor, each acting reasonably, or by order of this Honourable Court.

12. **THIS COURT ORDERS** that Representative Counsel be and hereby is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any court, regulatory body and other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

13. **THIS COURT ORDERS** that Representative Counsel shall be given notice of all motions in these proceedings and that it shall be entitled to represent those on whose behalf it is hereby appointed in all such proceedings.

NOTICE AND OPT-OUT PROCEDURE

14. **THIS COURT ORDERS** that notice of the granting of this Order, substantially in the form attached hereto as Schedule “C” shall be:

- a. sent by Representative Counsel to the Freight Companies within 10 days of the date of this Order by email or by regular mail; and
- b. posted by the Monitor to the Monitor's website.

15. **THIS COURT ORDERS** that any Freight Companies who do not wish to be represented by Representative Counsel in these proceedings shall, by no later than 5:00 p.m. (EST) on [●], notify the Monitor and Representative Counsel, in writing (including by email) by way of the form attached at Schedule "D", that they are opting out of representation by Representative Counsel (an "**Opt-Out Notice**"), and shall thereafter not be bound by the actions of Representative Counsel and shall represent themselves or be represented by any counsel that they may retain exclusively at their own expense in these proceedings (any such persons who deliver an Opt-Out Notice in compliance with the terms of this section 15, "**Opt-Out Freight Companies**").

16. **THIS COURT ORDERS** that Representative Counsel will have no obligation to report to, respond to inquiries from, or otherwise take any account of the interests of any Opt-Out Freight Company. For greater certainty, nothing in this order obliges any party to deal with any Opt-Out Freight Company or precludes the compromise of the claims of an Opt-Out Freight Company in the ordinary course, by operation of applicable law.

PROTECTIONS AND AUTHORITY TO SEEK ADVICE AND DIRECTIONS

17. **THIS COURT ORDERS** that Representative Counsel shall have no liability as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this Order save and except for any gross negligence or willful misconduct on its part.

18. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and is authorized at any time to apply to this Court on notice to the Monitor for advice and directions in the discharge or variation of the Representative Counsel Mandate.

19. **THIS COURT ORDERS** that Representative Counsel may seek advice and directions from the Court to declare all lease agreements entered into between Pride Fleet Solutions, TPine Truck Rentals, or, more generally, the Applicants, with the Freight Companies as unenforceable

20. **THIS COURT ORDERS** that no action or other proceeding may be commenced against Representative Counsel with respect to performance of the Representative Counsel Mandate without leave of the Court on seven days' notice to Representative Counsel.

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

SCHEDULE “A”

A. APPLICANTS

Operating Entities

Canadian Operating Entities

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.
-

U.S. Operating Entities

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

Real Estate Holding Companies

Canadian Real Estate Holding Companies

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.

- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

-

U.S. Real Estate Holding Companies

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

Other Holding Companies

Other Canadian Holding Companies

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.

- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

Other U.S. Holding Companies

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

B. LIMITED PARTNERSHIPS

U.S. Limited Partnerships

- PRIDE TRUCK SALES L.P.
- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

C. ADDITIONAL STAY PARTIES

Canadian Additional Stay Parties

- 2500819 ONTARIO INC.

U.S. and Other Additional Stay Parties

- PERGOLA HOLDINGS, CORP.

SCHEDULE “B”

Company Name(s)

1. Village Haulers
2. BGX Transport
3. Smartways Haulage Inc
4. 2154720 Ontario Inc. (DBA Roadship)
5. 2294121 Ontario Inc. (DBA Day & Ross)
6. 2462100 Ontario Inc.
7. 10314803 Canada Inc. (DBA D Tarry Transport)
8. 2312787 Alberta Ltd.
9. 11480332 (DBA Royal Express Trucking Solutions)
10. 1616270 Ontario Inc. (DBA DM Transport)
11. North Trans Logistics
12. 102009104 Saskatchewan Ltd. (DBA Kundra Bros Transport)
13. Reliance Trucking Inc.
14. Virdi Trucking
15. Tyson Trucking
16. 2093926 Ontario Inc. (DBA Freight X Trucking (D&R))
17. 2072316 Ontario Inc.
18. Boom Transport
19. Kirat Trucking/Randhawa Transportation
20. Himalya Express
21. Black Deer Transport
22. South Pole Transport Inc.
23. Optimum Truck Lines
24. Pearson Trukline Ltd
25. 2858968 Ontario Inc
26. 7989962 Canada Inc
27. 2530590 Ontario Inc. (DBA Core Transport)

SCHEDULE “C”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE
GROUP HOLDINGS INC.** and those Applicants listed on Schedule “A” hereto (each, an
“**Applicant**”, and collectively, the “**Applicants**”)

**NOTICE OF APPOINTMENT OF REPRESENTATION COUNSEL TO FREIGHT
COMPANIES**

On March 27, 2024, Pride Group Holdings Inc. and those entities listed as “Applicants” in Schedule “A” hereto (each an “**Applicant**” and, collectively, the “**Applicants**”) brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the “**CCAA**”) to, among other things, obtain a stay of proceedings to allow them an opportunity to restructure their business and affairs. On the same day, the Court granted an initial order in these CCAA proceedings that, among other things, (i) appointed Ernst & Young Inc. as Monitor (in such capacity, the “**Monitor**”), and (ii) appointed RC Benson Consulting Inc. as Chief Restructuring Officer of the Pride Entities (in such capacity, the “**CRO**”), and as foreign representative for the purposes of having the CCAA proceedings recognized and approved in a jurisdiction outside Canada, including the United States pursuant to Chapter 15 of the United States Bankruptcy Code.

TAKE NOTICE THAT, pursuant to the Order of the Ontario Superior Court of Justice dated [●], the law firm of Morse Trafford LLP and Cozen O’Connor LLP was appointed as representative counsel to certain freight companies that entered into any written, oral, express or implied lease and rental agreements with Pride Fleet Solutions and/or TPine Truck Rental Inc (“**Representative Counsel**”). A copy of the Order is enclosed for your reference. Contact information for Representative Counsel is below:

Email: DTrafford@morsetrafford.com

Phone: 416-369-5440

IF YOU DO NOT WISH TO BE REPRESENTED in the proceeding by Morse Trafford LLP and Cozen O'Connor LLP as Representative Counsel and wish to represent yourself or be represented by another lawyer at your own cost, you must, before [●], provide an opt-out letter substantially in the form attached as Schedule "D" to the Order to both Representative Counsel and the Monitor indicating that you wish to opt-out of such representation:

MORSE TRAFFORD LLP 100 King Street West, Suite 5700 Toronto, Ontario M5X 1C7 David M. Trafford Tel No.: 416-369-5440 Email: DTrafford@morsetrafford.com	ERNST & YOUNG INC. 100 Adelaide Street West, Toronto, ON M5H 0B3 Sharon Hamilton Email: sharon.s.hamilton@parthenon.ey.com
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SCHEDULE “D”

OPT-OUT LETTER

TO: [email]

Re: IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRIDE GROUP HOLDINGS INC. and certain Applicants defined in the Order of Justice Osborne dated [●].

My name is: _____

My telephone number is: _____

My email address is: _____

I am a Freight Company as defined in the Order of Justice Osborne dated [●] (the “**Order**”).

In accordance with paragraph 15 of the Order, I am hereby notifying you that I prefer not to take the benefit of Representative Counsel, as defined in the Order.

I acknowledge that as a result of having delivered this notice, Representative Counsel will have no obligation to report to me, to respond to inquiries from me, or otherwise take any account of my interests.

I also acknowledge that nothing in the Order (a) obliges any party to deal with me or my claims by virtue of my having delivered this notice or (b) precludes the compromise of any claims in the ordinary course, by operation of applicable law.

Date:

Name:

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

ORDER

MORSE TRAFFORD LLP

100 King Street West, Suite 5700
Toronto, ON M5X 1C7

David Trafford (68926E)

Tel No.: (416) 369-5440

Email: dtrafford@morsetrafford.com

COZEN O'CONNOR LLP

Bay Adelaide Centre – North Tower
40 Temperance Street – Suite 2700
Toronto, ON M5H 0B4

Steven Weisz (32102C)

Tel No.: (647) 417-5336

Email: sweisz@cozen.com

Dilina Lallani (90453E)

Tel No.: (647) 417-5349

Email: dlallani@cozen.com

Representative Counsel

TAB 4

SENT BY EMAIL

R. Shayne Kukulowicz
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre
North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Tracy C. Sandler
Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place, Suite 6200
P.O. Box 50
Toronto, ON M5X 1B8

Dear Counsel:

**RE: CV-24-00717340-00CL – In The Matter of a Plan of Compromise or Arrangement of
Pride Group Holdings Inc. – Motion Returnable January 13, 2026**

As you know, we act for a group of 28 freight companies who entered into rental agreements for certain vehicles from Pride Fleet Solutions Inc. (the “**PFS Leases**”). As you also know, these freight companies maintain that at the time they sought to rent the vehicles, they were also asked to sign conflicting lease agreements for the same vehicle with another company, TPine Leasing Capital Corporation (the “**TLCC Leases**”). The terms of the TLCC Leases were far more onerous than the PFS Leases. Our clients were consistently told that the TLCC Leases were for “internal purposes” only, and the PFS Leases were the ones that were in fact performed and honoured.

Our current mandate from our clients is to seek an order to be appointed as representative counsel for all similarly situated freight companies who held conflicting lease agreements with both PFS and TLCC (the “**Freight Companies**”), so that the enforceability of leases with TLCC can be challenged, among other things. We served a Notice of Motion on October 8, 2025, and our motion Record was served on December 17, 2025. We proposed a case management conference to timetable that motion for January 12, 2026, but received limited responses from interested parties.

We are now writing further to Mr. Kukulowicz’s recent email of January 4, 2026. In that email, Mr. Kukulowicz advised that the Receiver (BDO Canada Limited) and Manager (Alvarez and Marsal Canada Inc.) would be seeking an order for the approval of a “Collection Plan” process for the Freight Companies, seeking to enforce the TLCC Leases. You indicated that the motion is returnable January 13.

It is our clients’ position that the motion to appoint representative counsel must be addressed first.

Firstly, we do not know whether any of the Freight Companies, or any of the others who would be subject to the proposed claims process, have been served with the motion. They are entitled to be properly served.

Secondly, the appointment of representative counsel will facilitate a more efficient management of the claims, as there will almost certainly be issues common to the Freight Companies' cases that can be dealt with on a consolidated basis, rather than necessitating the same issues to be separately argued.

We also have issues with some of the individual terms of the collection plan, though as we do not have a mandate to act as representative counsel, we are not in a position to take positions on behalf of all of the Freight Companies.

Bypassing the motion to appoint representative counsel for the Freight Companies will have the effect of fragmenting the group, composed widely of family-owned businesses, and diluting their ability to defend themselves. This is important where the amounts sought under the TLCC Leases could seriously damage not only the Freight Companies, but also the owners who may be subject to personal guarantees.

We propose that the January 13th motion date should be used as a case conference to determine and schedule the best procedure for having these issues adjudicated, with representative counsel in place. At a high level, we believe the following procedure would be appropriate:

- 1) The motion to appoint representative counsel should be heard;
- 2) If representative counsel is appointed, a motion should be held to determine any issues which can be heard on a consolidated basis; and
- 3) If further adjudication is required following step 2, then a claims process should proceed for any remaining issues.

We are open to discussing scheduling and procedures for the steps that should be taken to have these issues adjudicated fairly and efficiently.

Please ensure that our office and Mr. Weisz and Ms. Lallani are served with any materials that you intend to put before the court on January 13. We also ask that you add us to the Case Center bundle.

Yours very truly,

David M. Trafford

CC: Adam Beyhum, Steven Weisz, Dilina Lallani (co-counsel for the Freight Companies)
Natalie E. Levine, Eva-Lousa A. Hyderman (co-counsel for the Manager)
Shawn Irving, Ben Muller (co-counsel for the Receiver)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

AIDE MEMOIRE OF THE FREIGHT COMPANIES

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Representative Counsel