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Information Memorandum

Location John Scotti Inc. / John Scotti Leasing Inc.

Sollicitation of Bids related to assets of Location John Scotti inc. / John Scotti Leasing Inc.

October 7, 2026

Deloitte Restructuring Inc.

Table of contents

Notice to Reader	1
Sale Procedures	2
Terms and Conditions	3

Notice to Reader

Deloitte Restructuring Inc. is acting in its capacity as court-appointed receiver ("**Deloitte**" or the "**Receiver**") of **Location John Scotti Inc. / John Scotti Leasing Inc.** (the "**Debtor**" or the "**Company**"), and not in its personal capacity, the whole pursuant to an Order Appointing a Receiver rendered by the Superior Court of Quebec (the "**Court**") on April 1st, 2026 in the Court file number 500-11-067044-269 (the "**Receivership Order**"). The Receiver has prepared this information memorandum (the "**Information Memorandum**").

This document has been prepared solely for the convenience of prospective purchasers (each a "**Bidder**" or collectively "**Bidders**") to assist them in their determination of whether they wish to submit an offer to purchase all or a portion of the assets of the Debtor listed in Appendix A (the "**Assets**" or the "**Vehicles**").

No representation, warranty or guarantee, expressed or implied, is made by the Receiver or any of their representatives, with respect to the accuracy or completeness of any information provided in this Information Memorandum or in any oral or written or electronic or other communications transmitted to the recipient in the course of its evaluation of the Assets. No person is entitled to rely on the accuracy or completeness of this information. The information in the Information Memorandum has not been independently verified by the Receiver. The Receiver disclaims any and all responsibility or liability for the contents of, any errors, misstatements in or omissions from the Information Memorandum, and for any written or oral communication transmitted or made available to a Bidder. Each Bidder may acquire the Assets only in accordance with, and subject to full compliance with, the terms of this Information Memorandum.

The information contained in the Information Memorandum is subject to change, completion or amendment without notice. The Receiver expressly advises, and the Bidder acknowledges, that the Bidder will not and should not rely on this information in arriving at a decision to purchase the Assets or making an offer to purchase them. Nothing contained in this document is, or should be relied upon as, a representation as to the potential of the Assets. Each Bidder must only and exclusively rely upon its own review, inspection, investigation and due diligence in order to satisfy itself as to all matters relating to the Assets to be purchased, including without limitation, as to title, merchantability, encumbrances, condition, fitness for purpose, description, quality, value, or any other thing, affecting the Assets or in respect of any other matter or thing whatsoever.

The information contained herein has been prepared for the sole purpose of presentation to Bidders of the Assets and is not to be reproduced or used for any other purpose without the Receiver's prior written consent.

Any sale of the Assets will be subject to prior approval of the interim lender and senior secured creditor, Bank of Montreal (the "**Lender**"), and by the Court.

Neither this document, nor its delivery to any Bidder, shall constitute an offer to sell.

Sale Procedures

The Receiver will only consider offers to purchase the Assets on an "as-is, where-is" basis at the Bidders' own risk and peril, without any representation or warranty whatsoever, whether legal or conventional. Any applicable taxes in connection with the sale shall be over and above the tendered price of purchase unless clearly indicated to the contrary in the offer.

Bidders can contact the designated representatives of the Receiver to request access to a virtual data room (the "**VDR**") and to arrange, by appointment only, site visits to view the Vehicles. The VDR and access to the Vehicles will be made available to those who have executed a non-disclosure agreement (the "**NDA**") in form and substance satisfactory to the Receiver, which NDA shall enure to the benefit of any purchaser that closes a transaction contemplated by its Binding bid (defined herein after). According to the terms and conditions comprised in the present Information Memorandum (the "**Terms and Conditions**")[1], subject to any extensions and modifications, the solicitation of bids (the "**Sollicitation process**") will proceed as follows:

All binding bids from the Bidders (the "**Binding bids**") with respect to the Vehicles must **include a deposit** in the amount of **not less than 15% of the purchase price** to be held by the Receiver in a trust account. All Binding bids must be submitted in accordance with the Terms and Conditions and must be received by the Receiver **by no later than 10:00 a.m. (Eastern Time) on Thursday, October 29, 2026 (the "Binding bid deadline").** The Binding bids must clearly identify all Assets covered by the offer, including a detailed asset-by-asset breakdown of all Assets contemplated as part of the transaction, with the proposed consideration allocated separately to each vehicle, in the form required by the Receiver (Appendix A). **The Receiver reserves the right, in its sole and absolute discretion, to remove or exclude any Vehicle from the transaction at any time prior to an Agreement of Purchase and Sale (as defined below) being entered into between the Receiver and the Bidder**.

All contacts by Bidders are to be made directly with the designated representatives of the Receiver noted below:

Deloitte Restructuring Inc.
1190, av. des Canadiens-de-Montréal
Suite 500
Montréal QC H3B 0M7
location-jscotti@deloitte.ca

Mykael Martel, CPA, CIRP, LIT
Senior Manager
Phone : +1 (514) 369-9517
E-mail: mmartel@deloitte.ca

Sarah Li, CPA
Manager
Phone : +1 (514) 393-6784
E-mail: sarali@deloitte.ca

All offers submitted to the Receiver in accordance with the Terms and Conditions will be considered. If a Bidder submits an offer not in accordance with the Terms and Conditions, the Receiver could consider this offer but is not required to do so.

In addition, the highest offer may not necessarily be accepted, nor will any of the offers submitted necessarily be accepted. More than one Binding bid may be accepted for different portions of the Assets. Any instrument of transfer necessary to give effect to the transaction contemplated by a Binding bid, which is accepted, shall be on terms and in a form acceptable to the Receiver. Furthermore, any sale will be subject to the prior approval of the Lender and the Court.

[1] An unofficial French translation of the Terms and Conditions will be prepared and made available to Bidders. In the event of any discrepancy between the English and French texts of the Terms and Conditions, the English text will prevail.

Terms and Conditions[2]

1. The Binding bids must be submitted in the form which will be provided by the Receiver for this purpose in the VDR and must clearly identify all Vehicles subject to the Binding bids, including a detailed asset-by-asset breakdown of the proposed consideration allocated separately to each Vehicle. All applicable taxes in connection with the sale shall be over and above the tendered purchase price, if applicable. Such Binding bid must be submitted by email marked as follows:

"**DO NOT OPEN: OFFER RE: Location John Scotti Inc. / John Scotti Leasing Inc."**

All Binding bids must be received, via email, by the Receiver at the following address on or before 10:00 a.m. (Eastern Time), Thursday, October 29, 2026:

Deloitte Restructuring Inc. 1190, av. des Canadiens-de-Montréal Suite 500 Montréal QC H3B 0M7	**Mykael Martel, CPA, CIRP, LIT** Senior Manager Phone : +1 (514) 369-9517 E-mail: mmartel@deloitte.ca	**Sarah Li, CPA** Manager Phone : +1 (514) 393-6784 E-mail: sarali@deloitte.ca

2. Upon submission of a Binding bid, a Bidder recognizes that it has performed its own due diligence on the Assets and examined and satisfied itself as to the title thereto and that no representation, legal or conventional warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to anything including title, merchantability, encumbrances, condition, fitness for purpose, description, quality, quantity, mileage, value, or any other thing, affecting the Assets or in respect of any other matter or thing whatsoever.

Without limiting the foregoing, any Bidder submitting a Binding bid acknowledges and agrees that the Assets will be sold on an "as-is, where-is" basis, at the Bidder's own risk and peril, and without any legal or conventional warranties or representations whatsoever, and that no adjustments shall be allowed to a Binding bid for changes in condition of the Assets from the date hereof regardless of any apparent or hidden defect or condition. The Bidder further acknowledges that the Receiver is not a professional seller.

Any Bidder submitting a Binding bid acknowledges that it shall be deemed to have relied entirely on its own judgment, inspection, investigation and due diligence. It shall be the sole responsibility of a Bidder to obtain, at its own expense, any transfer of the registration of the Vehicles and any further documents or assurance which are necessary therefor. The Receiver shall not be liable for any incorrect description, any defect or condition of any of the Assets, and no person submitting an offer shall be entitled to make any claim against the Receiver in connection with the Binding bid for the purchase of any of the Assets.

3. All Binding bids must be signed by a duly authorized officer or person of the entity making the Binding bid.

4. All Binding bids must be accompanied by a deposit in an amount of **at least 15% of the purchase price offered for the Assets** (the "**Deposit**"), sent to "Deloitte Restructuring Inc., in its capacity as Receiver of Location John Scotti Inc. / John Scotti Leasing Inc. – in trust" in accordance with the banking instructions which will be provided to Bidders prior to the Binding bid Deadline. If the Binding bid is

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Notice to Reader and/or the Sale Procedures.

accepted, the Deposit shall be deemed a non-refundable cash deposit and shall be held and applied against the purchase price at the closing date (the "**Closing Date**").

5. The Deposits shall be returned to Bidders whose Binding bids have not been accepted within 20 business days following the Binding Bid Deadline. Any Bidders who withdraws, cancels or revokes its Binding Bid shall forfeit its Deposit as liquidated damages payable to the Receiver.

6. All Binding Bids must remain valid until at least December 18, 2026, in order to be considered by the Receiver. Unless otherwise expressly stated therein, Binding Bids submitted shall be deemed to have no expiry date.

7. All Binding bids must also be accompanied by written evidence, in form and substance satisfactory to the Receiver, of the availability and sources of capital or financing of the Bidder to complete the transaction contemplated by its Binding bid.

8. The Receiver shall have no obligation to accept any Binding bid and reserves the right, in its sole and absolute discretion, to seek clarification, negotiate one or more amendments, including the removal or exclusion of any Vehicle, terminate discussions with any or all Bidders, or reject any and/or all Binding bids, including the highest one. Under no circumstances shall the Receiver have any obligation to any Bidder, except pursuant to an Agreement of Purchase and Sale (as defined below), if any, entered into with such Bidder. The acceptance of any Binding bid, as it may have been amended, is at the Receiver's sole and absolute discretion and subject to the approval of the Lender and the Court. No person shall retract, withdraw or countermand a Binding bid before notification of its acceptance or its rejection by the Receiver or its expiry, as applicable. If a Bidder withdraws its Binding bid before the acceptance or rejection by the Receiver, the Deposit will be kept by the Receiver as liquidated damages. For greater certainty, any Binding bid submitted shall constitute a firm and a legal commitment on the part of such person and shall be irrevocably open for acceptance until notification of acceptance or rejection by the Receiver or its expiry, as applicable.

9. The Receiver reserves the right, at any time, to waive any term or condition set forth herein. The Receiver reserves the right to amend or terminate the Sollicitation process, in consultation with the Lender, at any time and shall have no responsibility or liability for so doing.

10. The Receiver reserves the right, in its sole and absolute discretion and without having to provide any reason or justification, to consider all factors in evaluating a Binding bid, including, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the likelihood of the Bidder's ability to close a transaction and the timing thereof (including factors such as the execution risk, conditions to, timing of, and certainty of closing), (iii) the likelihood of the Court's approval of the transaction contemplated by the Binding bid, (iv) the net benefit to the Debtor and its stakeholders, and (v) any other factors the Receiver may deem relevant. The Receiver may select the highest or otherwise best non-overlapping bids. The Receiver may also continue negotiations with a selected number of Bidders with a view to finalizing an Agreement of Purchase and Sale with one or more of the selected Bidders, and select such bids, or conduct one or more auctions, to determine the highest or otherwise best non-overlapping transactions.

11. If any Binding bid, as it may have been amended, is accepted by the Receiver, the Receiver will notify the Bidder forthwith, by notice in writing by email addressed to the Bidder at the address set forth in the Binding bid, such notice to be deemed effectively given and received when delivered by email.

12. A Binding bid, as it may have been amended, and the acceptance thereof in accordance with paragraph 11 above, together with these Terms and Conditions, which shall be deemed to form part of each Binding bid, shall constitute a valid and binding agreement between the Bidder submitting the Binding bid and the Receiver with respect to such Assets and they will forthwith proceed to finalize and execute an agreement of purchase and sale substiantially in the form made available to the Bidders in the VDR (an "**Agreement of Purchase and Sale**"), and such Agreement of Purchase and Sale shall not be amended without the written consent of the Receiver, in consultation with the Lender, which consent may be withheld at its sole discretion and without having to provide any reason or justification.

13. Each instrument of transfer necessary to give effect to the sale of the Assets pursuant to an Agreement of Purchase and Sale shall be on terms and in a form acceptable to the Receiver.

14. The conclusion of any sale shall be subject to prior approval of the Lender and the Court. The Receiver makes no representations as to its ability to obtain such approval.

15. The balance of the purchase price, together with any taxes referred to below, shall be paid in accordance with the banking instructions provided by the Receiver and shall be payable to the Receiver on the Closing Date (which shall be no later than ten (10) business days after the issuance of a sale approval and vesting order by the Court ordering its provisional execution notwithstanding any appeal and in any event, no later than December 18, 2026 or such later date as the Receiver deems appropriate (the "**Outside Date**")).

16. All Deposits in respect of Binding bids not accepted by the Receiver shall be returned to the Bidder or person that paid the Deposit, without interest thereon, within 20 business days following the Binding Bid Deadline.

17. The Bidder will pay to the Receiver on the Closing Date, in addition to the balance of the purchase price, any and all federal, provincial (if applicable), and other sales, goods and services taxes and other taxes whatsoever which are payable in connection with the sale, purchase and conveyance of the Assets, together with all duties, registration fees or other charges properly payable upon or in connection with the conveyance or transfer of the Assets or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such taxes.

18. The Bidder will indemnify and hold the Receiver harmless in respect of:

a) any taxes, penalties, interest and other amounts which may be assessed against the Receiver under the *Excise Tax Act* (Canada), the *Act respecting the Québec Sales Tax*, or any comparable law, whether provincial or federal, as a result of the sale of the Assets or as a result of the failure by the Bidder to pay all the aforementioned taxes payable in connection with the transactions contemplated by the Agreement of Purchase and Sale, whether arising from re-assessment or otherwise;

b) any and all fees and disbursements incurred by the Bidder, including legal and other professional fees and disbursements related to a Binding bid, any Agreement of Purchase and Sale resulting therefrom, any and all searches, evaluations, consultations or representations, which the Bidder may wish to do or has done; and

c) any and all costs and expenses relating to the preparation and execution of any Binding bid, Agreement of Purchase and Sale, deed of sale, registration and preparation of authentic copies thereof.

19. The Receiver shall not be required to furnish or produce any abstract, survey, declaration or any other document or evidence of title except as such is in its possession, if any.

20. After the Closing Date, all Assets contemplated by the Agreement of Purchase and Sale shall be at the risk of the Bidder.

21. The Bidder shall bear all costs and expenses incurred in connection with taking possession of the Assets on or after the Closing Date.

22. If a sale contemplated by an Agreement of Purchase and Sale fails to close by the Outside Date, and such failure is attributable to any failure or omission of the Bidder to fulfil its obligations under the terms of the Agreement of Purchase and Sale, the Deposit and all other payments made in connection with the purchase price shall be forfeited and retained by the Receiver, without prejudice to all of the Receiver's rights and remedies against the Bidder.

23. The submission of a Binding bid to the Receiver shall constitute an acknowledgment that the Bidder has reviewed, understood, acknowledged and agreed to the Terms and Conditions of the Information Memorandum, all of which shall be deemed to be included in and form an integral part of the Agreement of Purchase and Sale.

24. Any consent, approval or confirmation to be provided by the Receiver is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the *Bankruptcy and Insolvency Act* or as otherwise required at law in order to implement an Agreement of Purchase and Sale. For the avoidance of doubt, a consent,

approval or confirmation provided by email shall be deemed to have been provided in writing for the purposes of this paragraph.

25. The Receiver will be entitled to communicate and will communicate any and all information in respect of the Sollicitation process, including copies of all offers, Binding bids, and Agreements of Purchase and Sale received by the Receiver to the Lender.

26. The Receiver will consult with the Lender in connection with any Binding bid, and Agreement of Purchase and Sale.

27. The Bidder acknowledges that Deloitte is acting solely in its capacity as receiver of Location John Scotti Inc. / John Scotti Leasing Inc. pursuant to the Receivership Order, and that, as such, it shall have no liability of any kind, whether in contract, in tort (extra-contractual liability) or otherwise, hereunder or under any Agreement of Purchase and Sale contemplated hereby, or as a result of any sale contemplated hereby, and that Deloitte shall have no personal liability in any capacity.

28. The present Information Memorandum, any Binding bid, Agreement of Purchase and Sale and any instruments of transfer shall be governed by the laws of Quebec, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be, provided that a Bidder may not assign or transfer any of its rights or obligations under any Agreement of Purchase and Sale without the prior written consent of the Receiver, which consent may be withheld in the Receiver's sole discretion.

29. The Bidder hereby attorns to the exclusive jurisdiction of the courts of the Province of Québec, district of Montreal, for any legal suit, action, litigation, or proceedings of any kind whatsoever, arising out of, from or relating to any Binding bid, or Agreement of Purchase and Sale.

30. The Terms and Conditions contained herein shall not merge on the closing of the transaction contemplated by any Agreement of Purchase and Sale but shall survive such closing and remain in full force and effect and be binding on the Bidder thereafter, or any subsequent Bidder (if any).

DATED AT MONTREAL, this 7th day of October 2026.

Deloitte Restructuring Inc.
In its capacity as receiver of Location John Scotti Inc. / John Scotti Leasing Inc., and not in its personal capacity.

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