

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN:

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

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**MOTION RECORD (Vol. 1 of 3)  
(returnable on a date to be scheduled)**

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**CAPSTONE LEGAL**  
1370 Hurontario Street  
Mississauga, ON L5G 3H4

**Danny M. Nunes (LSO No. 53802D)**  
Tel: (416) 414-3311  
Email: [dn@capstonelegal.ca](mailto:dn@capstonelegal.ca)

**Lawyers for Daimler Truck Financial  
Services Canada Corporation**

# INDEX

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**A N D B E T W E E N:**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

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**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**INDEX**

**TAB**

**DOCUMENT**

- |          |   |
|----------|---|
| <b>1</b> | Notice of Motion returnable on a date to be scheduled   |
| <b>2</b> | Affidavit of Mohammad Abu-Qube sworn September 15, 2025 |

**APPENDICES**

- |          |   |
|----------|---|
| <b>A</b> | Corporate Profile Report (Ontario) for Jagdeep Sangha Transport Inc.  |
| <b>B</b> | Corporate Profile Report (Manitoba) for Jagdeep Sangha Transport Inc. |
| <b>C</b> | Conditional Sale Contracts  |

D	<i>Personal Property Security Act</i> (Manitoba) Search Results
E	<i>Personal Property Security Act</i> (Ontario) Search Results
F	Email correspondence dated March 12, 2025 and March 21, 2025
G	Email correspondence dated April 11, 2025 and April 16, 2025
H	Demand Letters
I	BIA Notices
J	August 22, 2025 Demand Letter
K	Email correspondence from March 12, 2025 to May 2, 2025
L	Email correspondence dated May 6, 2025
M	Email correspondence from May 16, 2025 to June 12, 2025
N	Corporate Profile Report (Ontario) for 1000599184 Ontario Inc.
O	BIA Notice and Statement of Receiver for The Fuller Landau Group Inc.
P	Jagdeep Sangha Transport Inc. Statement of Claim
Q	Daimler Truck Financial Services Canada Corporation Defence and Counterclaim
R	Consent of Deloitte Restructuring Inc.
<b>3</b>	Order Appointing Receiver
<b>4</b>	Blackline of Order Appointing Receiver to Model Receivership Order

**Service List**  
(as at September 15, 2025)

<b>TO:</b>	<p><b>CAPSTONE LEGAL</b> 1370 Hurontario St. Mississauga, ON L5G 3H4</p> <p><b>Danny Nunes</b> Tel: 416-414-3311 <a href="mailto:dn@capstonelegal.ca">dn@capstonelegal.ca</a></p> <p><i>Lawyers for the Moving Party/Defendant/Plaintiff by Counterclaim, Daimler Truck Financial Services Canada Corporation (Receivership Motion)</i></p>
<b>AND TO:</b>	<p><b>DENTONS CANADA LLP</b> 400 - 77 King Street West Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p><b>Elaine Gray</b> Tel: 416-863-4775 <a href="mailto:elaine.gray@dentons.com">elaine.gray@dentons.com</a></p> <p><b>Sara-Ann Wilson</b> Tel: 416-863-4402 <a href="mailto:sara.wilson@dentons.com">sara.wilson@dentons.com</a></p> <p><b>Fraser Mackinnon Blair</b> Tel: 613-783-9647 <a href="mailto:fraser.mackinnon.blair@dentons.com">fraser.mackinnon.blair@dentons.com</a></p> <p><i>Lawyers for the Defendant/Plaintiff by Counterclaim, Daimler Truck Financial Services Canada Corporation</i></p>
<b>AND TO:</b>	<p><b>A&amp;M LAWYERS PROFESSIONAL CORPORATION</b> 13 -7050A Bramalea Road Mississauga, ON L5S 1T1</p> <p><b>Marryam Singh</b> Tel: (416) 635-1105 <a href="mailto:marryam@amlawyers.ca">marryam@amlawyers.ca</a></p> <p><i>Lawyers for the Plaintiff/Defendant by Counterclaim, Jagdeep Sangha Transport Inc.</i></p>

<b>AND TO:</b>	<b>Lakhvir Sangha</b> 23 Wildbrook Bay Winnipeg, MB R2R 1W4 <a href="mailto:lakhvir@jsanghatransport.com">lakhvir@jsanghatransport.com</a> <i>Defendant by Counterclaim</i>
<b>AND TO:</b>	<b>MINISTRY OF FINANCE</b> Legal Services Branch 33 King Street West, 6th Floor P.O. Box 327, Stn. A Oshawa, ON L1H 8H5 <a href="mailto:Insolvency.Unit@ontario.ca">Insolvency.Unit@ontario.ca</a>
<b>AND TO:</b>	<b>DEPARTMENT OF JUSTICE</b> Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 <a href="mailto:AGC_PGC_TORONTO.TAX-FISC@JUSTICE.GC.CA">AGC_PGC_TORONTO.TAX-FISC@JUSTICE.GC.CA</a>
<b>AND TO:</b>	<b>TAYLOR MCCAFFREY LLP</b> 2200 201 Portage Avenue Winnipeg, MB R3B 3L3 Tel: 204-988-0469 <b>Charles Roy</b> <a href="mailto:CRoy@tmlawyers.com">CRoy@tmlawyers.com</a> <b>Matthew Geddes</b> <a href="mailto:mgeddes@tmlawyers.com">mgeddes@tmlawyers.com</a> <i>Lawyers for Royal Bank of Canada</i>
<b>AND TO:</b>	<b>CWB NATIONAL LEASING INC.</b> 1525 Buffalo Place Winnipeg, MB R3T 1L9 <a href="mailto:debtenforcement@cwbnationalleasing.com">debtenforcement@cwbnationalleasing.com</a>
<b>AND TO:</b>	<b>LBEL INC.</b> 5035 South Service Road Burlington, ON L7L 6M9 <a href="mailto:toeportfolioadmin@lbccapital.ca">toeportfolioadmin@lbccapital.ca</a>

<b>AND TO:</b>	<b>TPINE LEASING CAPITAL CORPORATION</b> 6050 Dixie Road Mississauga, ON L5T 1A6 <a href="mailto:info@tpinecapital.com">info@tpinecapital.com</a>
<b>AND TO:</b>	<b>MONEDA CAPITAL CORP.</b> 1275 North Service Road W, Suite 604 Oakville, ON L6M2W2 <a href="mailto:sales@monedacap.com">sales@monedacap.com</a>
<b>AND TO:</b>	<b>FINLOC 2000 INC.</b> 11505, 1st Avenue, Suite 500 Saint-Georges, QC G5Y 7X3 <a href="mailto:info@finloc.com">info@finloc.com</a>
<b>AND TO:</b>	<b>BVD CAPITAL CORPORATION</b> 130 Delta Park Boulevard Brampton, ON L6T 5E7  8177 Torbram Road Brampton, ON L6T 5C5 <a href="mailto:support@bvdpetroleum.com">support@bvdpetroleum.com</a> <a href="mailto:accounts@bvdcapital.com">accounts@bvdcapital.com</a>
<b>AND TO:</b>	<b>BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.</b> 102-1465 North Service Road E Oakville, ON L6H 1A7 <a href="mailto:brokerdesk@bodkin.com">brokerdesk@bodkin.com</a> <a href="mailto:customerservice@benningtonfinancial.ca">customerservice@benningtonfinancial.ca</a>
<b>AND TO:</b>	<b>MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION</b> 2680 Matheson Blvd. E. Ste 500 Mississauga, ON L4W 0A5 <a href="mailto:mbf@mercedes-benz.com">mbf@mercedes-benz.com</a>
<b>AND TO:</b>	<b>CONCENTRA BANK</b> c/o COMM LEASING, Box 3030 Regina, SK S4P 3G8 <a href="mailto:clientsupport@eqbank.ca">clientsupport@eqbank.ca</a>

<b>AND TO:</b>	<b>TFG FINANCIAL CORPORATION</b> 3501-1055 Dunsmuir Street PO BOX 49215 Vancouver, BC V7X 1K8 <a href="mailto:info@tfgfinancial.com">info@tfgfinancial.com</a>
<b>AND TO:</b>	<b>SIRIUS TRUCK AND TRAILER REPAIR INC.</b> 154 Fairwood Circle Brampton, ON L6R 0Y6 <a href="mailto:Harji280199@gmail.com">Harji280199@gmail.com</a>
<b>AND TO:</b>	<b>ROYAL BANK OF CANADA</b> 36 York Mills Road, 4th Floor Toronto, ON M2P 0A4
<b>AND TO:</b>	<b>BANK OF MONTREAL</b> 5750 Explorer Drive, 3rd Floor Mississauga, ON L4W 0A9
<b>AND TO:</b>	<b>DYNAMIC CAPITAL EQUIPMENT FINANCE INC.</b> #208, 1824 Gordon Drive Kelowna, BC V1Y 0E2 <a href="mailto:mzwicker@dynamiccapital.ca">mzwicker@dynamiccapital.ca</a>
<b>AND TO:</b>	<b>MAYA LEASING CORP.</b> 215 Advance Blvd, Unit 7 Brampton, ON L6T 4V9 <a href="mailto:info@mayaleasing.ca">info@mayaleasing.ca</a> <a href="mailto:natasha@mayaleasing.ca">natasha@mayaleasing.ca</a>
<b>AND TO:</b>	<b>HARBOUREDGE COMMERCIAL FINANCE CORPORATION</b> 40 Huron Street, Suite 300 Collingwood, ON L9Y4R3 <b>Larry Dunn, Chief Executive Officer</b> <a href="mailto:ldunn@harbouredge.com">ldunn@harbouredge.com</a>
<b>AND TO:</b>	<b>SUMMIT CREDIT CORPORATION</b> 355 Harry Walker Parkway N, #4, 3RDFL Newmarket, ON L3Y 7B3 <b>Taylor Arnold, Chief Financial Officer</b> <a href="mailto:taylor@everydayef.com">taylor@everydayef.com</a>



<b>AND TO:</b>	<b>TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK</b> 400-5045 South Service Road Burlington, ON L7L 5Y7
<b>AND TO:</b>	<b>THE TORONTO-DOMINION BANK</b> 400-5045 South Service Road Burlington, ON L7L 5Y7
<b>AND TO:</b>	<b>CLE CAPITAL INC.</b> 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5 <a href="mailto:service@mhccna.com">service@mhccna.com</a> <a href="mailto:recouvrementlitige@clecapita.ca">recouvrementlitige@clecapita.ca</a>
<b>AND TO:</b>	<b>WELLS FARGO EQUIPMENT FINANCE COMPANY</b> 900-1290 Central Parkway W. Mississauga, ON L5C 4R3  1100-1290 Central Parkway W. Mississauga, ON L5C 4R3  <b>Nyna Bishop, Senior Commercial Collections Representative</b> <a href="mailto:nyna.bishop@wellsfargo.com">nyna.bishop@wellsfargo.com</a>
<b>AND TO:</b>	<b>BUSINESS DEVELOPMENT BANK OF CANADA</b> 242 Hargrave Street, Suite 920 Winnipeg, MB R3C 0T8

**Email List**

dn@capstonelegal.ca; elaine.gray@dentons.com; sara.wilson@dentons.com;  
fraser.mackinnon.blair@dentons.com; marryam@amlawyers.ca; lakhvir@jsanghatransport.com;  
Insolvency.Unit@ontario.ca; AGC\_PGC\_TORONTO.TAX-FISC@JUSTICE.GC.CA;  
CRoy@tmlawyers.com; mgeddes@tmlawyers.com; debtenforcement@cwbnationalleasing.com;  
toeportfolioadmin@lbccapital.ca; info@tpinecapital.com; sales@monedacap.com;  
info@finloc.com; support@bvdpetroleum.com; accounts@bvdcapital.com;  
brokerdesk@bodkin.com; customerservice@benningtonfinancial.ca; mbf@mercedes-benz.com;  
clientsupport@eqbank.ca; info@tfgfinancial.com; harji280199@gmail.com;  
mzwicker@dynamiccapital.ca; info@mayaleasing.ca; natasha@mayaleasing.ca;  
ldunn@harbouredge.com; taylor@everydayef.com; service@mhccna.com;  
recouvrementlitige@clecapital.ca; nyna.bishop@wellsfargo.com;

## **TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

- and -

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN:**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**NOTICE OF MOTION**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
(**“Daimler”**), will make an urgent motion before a Judge of the Ontario Superior Court of Justice  
(the **“Court”**), on a date to be scheduled by the Court, via video conference.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. an Order substantially in the form attached at Tab 3 of the Motion Record, among other things:

- (a) validating and abridging the time for service of this Notice of Motion and the Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion;
- (b) appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (the "**Receiver**"), without security, over the property (the "**Property**") of Jagdeep Sangha Transport Inc. (the "**Debtor**") subject to the security interest granted to Daimler by the Debtor under certain conditional sale contracts (the "**Conditional Sale Contracts**") and all proceeds thereof, including but not limited to the eighteen commercial motor vehicles more particularly set out in Schedule "A" hereto (the "**Outstanding Vehicles**");
- (c) authorizing the Receiver to enter into agreements with Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie**"), or such other auctioneer as may be approved by Daimler, for the sale of one or more of the Outstanding Vehicles and other Property (collectively, the "**Purchased Assets**") at public auction, and to take such steps and execute such additional documents as may be necessary or desirable for the sale of the Purchased Assets at public auction and the conveyance of the Purchased Assets;
- (d) upon completion of the sale of one or more of the Purchased Assets at auction and upon receipt by the auctioneer of the purchase price and delivery of a bill of sale or similar evidence of purchase and sale, vesting the Purchased Assets in the purchaser free and clear of any and all security interests, encumbrances, estates, rights and claims;
- (e) authorizing the Receiver to exercise all available investigative and other rights and remedies available to a trustee in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and authorizing the Receiver to examine under oath any person, including but not limited to representatives of the Debtor, that the Receiver reasonably considers to have knowledge of the affairs or Property of the Debtor, including the Outstanding Vehicles;

- (f) directing Lakhvir Sangha, the sole officer and director of the Debtor, to attend at an examination by the Receiver, upon delivery of a notice of examination, at such time and place as the Receiver may determine;
- (g) the costs of the within motion on a full indemnity basis in accordance with the Conditional Sale Contracts; and
- (h) such other and further relief as counsel may request and this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

**Overview**

1. the Debtor is a transportation and logistics company that operates a fleet of commercial trucks and trailers transporting goods across North America;
2. at all material times, the Debtor's principal place of business was in Winnipeg, Manitoba;
3. the Conditional Sale Contracts were entered into by the Debtor, as purchaser, and Transolutions Truck Centres Ltd. or PTG Mississauga Enterprises Limited Partnership, as seller (the "**Seller**"), over the period of August 24, 2021 and July 9, 2024;
4. pursuant to the Conditional Sale Contracts, the Debtor agreed to purchase certain commercial trucks and trailers whose acquisition was financed by Daimler;
5. Daimler financed the purchase of thirty-nine commercial trucks and trailers (the "**Vehicles**") pursuant to the Conditional Sale Contracts;
6. the terms of the Conditional Sale Contracts expressly stated that it was understood and agreed that the Conditional Sale Contracts and the Seller's interest thereunder could be assigned to Daimler and that upon such assignment, all payments by the Debtor under the Conditional Sale Contracts were to be made to Daimler;

7. included in each of the Conditional Sale Contracts was an assignment, executed by the Seller and acknowledged by the Debtor, pursuant to which the Conditional Sale Contracts were assigned to Daimler;
8. pursuant to the Conditional Sale Contracts, Daimler retained title to and ownership in the Vehicles and was granted a security interest in the Vehicles and all proceeds therefrom to secure payment of all amounts owed to Daimler under the Conditional Sale Contracts;
9. Daimler registered its security interest in the Vehicles financed under the Conditional Sale Contracts pursuant to the *Personal Property Security Act* (Manitoba);

**The Debtor's Breach of the Conditional Sale Contracts**

10. beginning in the fall of 2024, the Debtor repeatedly breached the terms of the Conditional Sale Contracts by failing to make the monthly payments owed to Daimler;
11. Daimler issued a series of letters between February 13, 2025 and June 12, 2025 demanding repayment of all outstanding arrears owing under the Conditional Sale Contracts and served Notices of Intention to Enforce Security pursuant to Section 244 (the "**BIA Notices**") of the BIA;
12. upon expiry of the 10 day period contemplated in the BIA Notices, the Debtor refused to allow Daimler to take possession of the Vehicles and Daimler was forced to retain bailiffs to locate and take possession of nineteen Vehicles;
13. with the assistance of its bailiffs, Daimler was able to locate nineteen (19) of the Vehicles. Two of the Vehicles that were located were found to have sustained such substantial damage that they were each deemed a total loss and one of those Vehicles had sustained such extensive damage that transporting the Vehicle was too expensive and the Vehicle remained in the Debtor's possession;
14. Daimler also learned that the Debtor filed insurance claims in respect of the two damaged Vehicles. In breach of the terms of the Conditional Sale Contracts, the Debtor failed to account to Daimler for the insurance proceeds;

### **Necessity for the Appointment of a Receiver**

15. as at September 5, 2025, the Debtor is indebted to Daimler in the amount of \$3,172,044.94, excluding costs, fees and expenses, pursuant to the Conditional Sale Contracts and has been in breach of same for over nine months;
16. notwithstanding repeated promises to repay its indebtedness, the Debtor has failed to do so;
17. after delivery of the BIA Notices, the Debtor advised Daimler that it would voluntarily surrender fourteen of the Vehicles, only to renege on that commitment shortly thereafter, necessitating Daimler's retention of bailiffs to repossess the Vehicles;
18. the Debtor actively obstructed Daimler's efforts to repossess the Outstanding Vehicles, stripping them of identifying information in order to conceal their identity from the bailiffs;
19. in June 2025, Daimler was advised that the Debtor was in the process of relocating the Outstanding Vehicles from Manitoba to Ontario without Daimler's consent or authorization, which represented a further breach of the Conditional Sale Contracts;
20. Daimler was informed by the bailiffs that the Outstanding Vehicles had been transported to a storage yard located at the property municipally known as 2870 Bovaird Drive, Brampton, Ontario owned by 1000599184 Ontario Inc. ("**1000 Ontario**");
21. when the bailiffs attended at the Bovaird storage yard, they were denied access and not permitted to inspect the condition of the Outstanding Vehicles;
22. on August 27, 2025, Daimler learned that a receiver had been appointed in respect of 1000 Ontario. When the bailiffs reattended at the Bovaird storage yard on that same date, they were able to gain access to the yard only to determine that the Outstanding Vehicles had been moved to an undisclosed location;
23. the location of the Outstanding Vehicles remains unknown;



24. the Debtor's obstructive behaviour has continued with the commencement of an action against Daimler by Statement of Claim dated July 15, 2025. The Debtor baselessly claims that Daimler's efforts to repossess the Vehicles were unlawful and taken without any notice to the Debtor or justification;
25. Daimler denies all allegations made in the Statement of Claim and filed a defence to the Debtor's claim as well as a counterclaim against the Debtor and its principal, Lakhvir Sangha;
26. it is necessary and appropriate to appoint a Receiver over the Outstanding Vehicles on an urgent basis for the following reasons, among others:
  - (a) the Debtor defaulted on its payments under the Conditional Sale Contracts and all amounts thereunder are now due and payable immediately;
  - (b) the Debtor moved the Vehicles to Ontario without notice to Daimler or its consent, and refused to provide access to the Vehicles to even inspect their condition;
  - (c) at this time, the location of the Outstanding Vehicles is unknown;
  - (d) the Debtor stripped identifying information from the Vehicles, including decals and VINs, in order to obstruct Daimler's efforts to recover its collateral;
  - (e) Daimler has reasonable grounds to believe that the Outstanding Vehicles are being dismantled and sold for parts and, as a result, the value of its collateral is quickly eroding;
  - (f) the principal of the Debtor, Mr. Sangha, assaulted one of Daimler's bailiffs and was charged by the police; and
  - (g) despite its efforts, Daimler has been unable to recover the Outstanding Vehicles and requires an Order appointing a Receiver and authorizing the Receiver to exercise such investigatory rights and remedies available to a trustee in bankruptcy under the BIA, including to examine Mr. Sangha, under oath, to determine the location of the Outstanding Vehicles and other material information;

27. to more effectively and efficiently administer its mandate, the Receiver should be authorized to enter into an auction agreement with Ritchie, or such other auctioneer approved by Daimler, for the sale of the Outstanding Vehicles or other Property at public auction and upon completion of any sales, to vest title to the Purchased Assets in the purchaser free and clear of any and all security interests, encumbrances, estates, rights and claims;
28. Deloitte has consented to act as the Receiver;
29. Rules 1.04, 1.05, 2.01, 2.03, 14.05(2), 14.05(3)(h), 16.04 and 37 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended;
30. the provisions of the BIA and the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, including Section 101, and the inherent and equitable jurisdiction of this Honourable Court;
31. such other grounds as this Honourable Court may permit.

**AND FURTHER TAKE NOTICE** that the following materials will be filed in support of this motion, namely:

- (a) the Affidavit of Mohammad Abu-Qube sworn September 15, 2025;
- (b) the Consent of Deloitte to act as Receiver; and
- (c) such further and other material as counsel may advise and this Honourable Court may allow.

September 15, 2025

**CAPSTONE LEGAL**  
1370 Hurontario Street  
Mississauga, ON L5G 3H4

**Danny M. Nunes (LSO #53802D)**  
Tel: (416) 414-3311  
Email: [dn@capstonelegal.ca](mailto:dn@capstonelegal.ca)

**Lawyers for Daimler Truck Financial  
Services Canada Corporation**

**Schedule A**

**Outstanding Vehicles**

	<b>VIN</b>	<b>Make</b>	<b>Model</b>	<b>Year</b>
<b>1</b>	1UYVS2536J2198394	Utility	Tandem Reefer	2018
<b>2</b>	1UYVS2534J2369210	Utility	Tandem Reefer	2018
<b>3</b>	1UYVS2531J2994759	Utility	Tandem Reefer	2018
<b>4</b>	3H3V532K5NS340030	Hyundai	Dry Van	2022
<b>5</b>	3H3V532K9NS340029	Hyundai	Dry Van	2022
<b>6</b>	3AKJHHDR7NSNE3056	Freightliner	Cascadia 126	2022
<b>7</b>	3AKJHHDRXNSNE3052	Freightliner	Cascadia 126	2022
<b>8</b>	2SHSR5329PS002083	Vanguard	Cool Globe	2023
<b>9</b>	3AKJHHDR7RSUU8216	Freightliner	PT126LP	2024
<b>10</b>	3AKJHHDR9RSUU8217	Freightliner	PT126LP	2024
<b>11</b>	1UYVS3539M2014236	Utility	Reefer Trailer	2021
<b>12</b>	1UYVS3535M2014234	Utility	Reefer Trailer	2021
<b>13</b>	1UYVS3536M2014243	Utility	Reefer Trailer	2021
<b>14</b>	1UYVS3534M2014242	Utility	Reefer Trailer	2021
<b>15</b>	3H3V533C7MT714007	Utility	Reefer Trailer	2021
<b>16</b>	3H3V533C0MT714009	Utility	Reefer Trailer	2021
<b>17</b>	1UYVS3537M2014235	Utility	Reefer Trailer	2021
<b>18</b>	3H3V533C9MT714011	Utility	Reefer Trailer	2021
<b>19</b>	3AKJHHDR6NSNE3047	Freightliner	Tractor	2022

**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA  
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT BRAMPTON

**NOTICE OF MOTION**

**CAPSTONE LEGAL**  
1370 Hurontario Street  
Mississauga, ON L5G 3H4

**Danny M. Nunes (LSO #53802D)**  
Tel: (416) 414-3311  
Email: [dn@capstonelegal.ca](mailto:dn@capstonelegal.ca)

**Lawyers for Daimler Truck Financial Services Canada  
Corporation**

## **TAB 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND B E T W E E N:

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Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF MOHAMMAD ABU-QUBE  
(Sworn September 15, 2025)**

I, Mohammad Abu-Qube, of the Town of Milton, in the Province of Ontario, MAKE OATH

AND SAY AS FOLLOWS:

1. I am a Manager in the Collections and Loss Recovery group of Daimler Truck Financial Services Canada Corporation ("**Daimler**")<sup>1</sup>. As such, I have personal knowledge of the

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<sup>1</sup> Daimler was formerly known as Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation.

matters to which I hereinafter depose except where I have otherwise indicated and in which case I verily believe the facts deposed to be true.

## OVERVIEW

2. This Affidavit is sworn in support of Daimler's motion for the appointment of Deloitte Restructuring Inc. ("**Deloitte**") as the receiver (the "**Proposed Receiver**") over the property of Jagdeep Sangha Transport Inc. (the "**Debtor**") subject to the security interest granted to Daimler by the Debtor which consists of nineteen (19) commercial motor vehicles (the "**Outstanding Vehicles**"), described further below.
3. As set out below, without the knowledge or consent of Daimler, the Outstanding Vehicles were transported by the Debtor from the Debtor's principal place of business in Winnipeg, Manitoba to a storage yard in Brampton, Ontario owned by 1000599184 Ontario Inc. ("**1000 Ontario**"). On June 11, 2025, the bailiff retained by Daimler, Mid-Canada Collections ("**Mid-Canada**"), attempted to access the yard for the purpose of inspecting the condition of the Outstanding Vehicles, however the yard was secured and the bailiff was denied access.
4. On August 27, 2025, Daimler learned that a receiver had been appointed over 1000 Ontario. On that same day, Mid-Canada re-attended at the yard with the receiver's consent. The yard was unsecured at that time and the bailiff was able to access the premises. Unfortunately, it became immediately apparent that of the approximately 100 vehicles that had been located at the yard, the vast majority of the vehicles had been removed. All that remained were a few older trucks and none of the Outstanding Vehicles.



5. As of the date of this Affidavit, it is uncertain whether the Outstanding Vehicles remain in the possession of the Debtor or 1000 Ontario. Daimler has no information as to where the Outstanding Vehicles are currently located.
6. The Outstanding Vehicles over which the Proposed Receiver is sought are as follows:

	VIN	Make	Model	Year
1	1UYVS2536J2198394	Utility	Tandem Reefer	2018
2	1UYVS2534J2369210	Utility	Tandem Reefer	2018
3	1UYVS2531J2994759	Utility	Tandem Reefer	2018
4	3H3V532K5NS340030	Hyundai	Dry Van	2022
5	3H3V532K9NS340029	Hyundai	Dry Van	2022
6	3AKJHHDR7NSNE3056	Freightliner	Cascadia 126	2022
7	3AKJHHDRXNSNE3052	Freightliner	Cascadia 126	2022
8	2SHSR5329PS002083	Vanguard	Cool Globe	2023
9	3AKJHHDR7RSUU8216	Freightliner	PT126LP	2024
10	3AKJHHDR9RSUU8217	Freightliner	PT126LP	2024
11	1UYVS3539M2014236	Utility	Reefer Trailer	2021
12	1UYVS3535M2014234	Utility	Reefer Trailer	2021
13	1UYVS3536M2014243	Utility	Reefer Trailer	2021
14	1UYVS3534M2014242	Utility	Reefer Trailer	2021
15	3H3V533C7MT714007	Utility	Reefer Trailer	2021
16	3H3V533C0MT714009	Utility	Reefer Trailer	2021
17	1UYVS3537M2014235	Utility	Reefer Trailer	2021
18	3H3V533C9MT714011	Utility	Reefer Trailer	2021
19	3AKJHHDR6NSNE3047	Freightliner	Tractor	2022

7. Daimler financed the Debtor's acquisition of a total of thirty-nine (39) commercial trucks and trailers, including the Outstanding Vehicles (collectively, the "**Vehicles**") pursuant to eleven (11) separate but substantively identical conditional sale contracts entered into between August 24, 2021 and July 9, 2024 (collectively, the "**Conditional Sale Contracts**").

8. Pursuant to the Conditional Sale Contracts, Daimler retained title to and ownership of the Vehicles and obtained a security interest in the Vehicles, and all proceeds thereof, to secure the payment of all amounts owing under the Conditional Sale Contracts, enforcement of Daimler's rights under the Conditional Sale Contracts and all other amounts that may become owing to Daimler thereunder (the "**Security Interest**").
9. Given that the Conditional Sale Contracts are governed by Manitoba law, the Debtor's principal place of business was at all material times in Manitoba, and the Vehicles were located in Manitoba, Daimler perfected its Security Interest in the Vehicles by way of registrations under the *Personal Property Security Act* (Manitoba) ("**Manitoba PPSA**") between August 24, 2021 and July 10, 2024.
10. Beginning in the fall of 2024, the Debtor began to consistently and repeatedly fail to make the regular installment payments owed to Daimler under the Conditional Sale Contracts.
11. Between February 13, 2025 and June 12, 2025, Daimler demanded repayment of all arrears owed by the Debtor under the Conditional Sale Contracts and served Notices of Intention to Enforce Security (the "**BIA Notices**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").
12. Following the issuance of the BIA Notices and the expiry of the 10-day period prescribed by section 244 of the BIA, bailiffs retained by Daimler were able to successfully locate and take possession of nineteen (19) Vehicles. However, two (2) of the Vehicles were found to have sustained such substantial damage that they were each deemed a total loss and one of those Vehicles had sustained such extensive damage that transporting the Vehicle was too expensive and the Vehicle remained in the Debtor's possession. Daimler subsequently

learned that the Debtor had filed insurance claims in respect of the damaged Vehicles and, in contravention of the Conditional Sale Contracts, received proceeds on account of those claims for which it failed to account in its dealings with Daimler. Furthermore, one of the Vehicles had sustained such extensive damage that it was deemed too expensive to transport

13. The Debtor remains in default of its obligations under the Conditional Sale Contracts. Daimler has made numerous and repeated requests of the Debtor to repay the amounts owing to Daimler under the Conditional Sale Contracts and to deliver up the Outstanding Vehicles to Daimler. However, the Outstanding Vehicles have not been provided to Daimler and, as of the date of this Affidavit, Daimler has no information as to where the Outstanding Vehicles may be located.
14. As described in greater detail below, in addition to transporting the Outstanding Vehicles from Manitoba to Ontario, it is Daimler's understanding that the Debtor has also stripped the identifying information from the Outstanding Vehicles in an effort to conceal their identity from the bailiffs retained by Daimler and the Debtor has also begun dismantling and parting out Vehicles.

#### **THE DEBTOR AND ITS BUSINESS**

15. The Debtor was incorporated under the Ontario *Business Corporations Act* on October 22, 2012, as set out in the Debtor's corporate profile report that is attached hereto as **Exhibit "A"**. The Debtor was extra-provincially registered in Manitoba on or about June 1, 2017 and maintained its principal place of business in Winnipeg, Manitoba at all material times.

Attached hereto as **Exhibit “B”** is the Debtor’s corporate profile report showing its extra-provincial registration in Manitoba.

16. The Debtor is a transportation company and operates commercial trucks throughout Canada and North America.

17. As noted above, the Debtor entered into the Conditional Sale Contracts between August 24, 2021 and July 9, 2024. Particulars of the Conditional Sale Contracts entered into by the Debtor as purchaser and the Vehicles acquired thereunder are set out below:

Contract Number	Date of Contract	Vehicle Serial Number	Total Amount Financed	Interest Rate <sup>2</sup>
5002028248	08/24/2021	3H3V532K9NS340029 3H3V532K5NS340030	\$105,939.52	5.24%
5002047470	09/14/2021	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	\$473,856.14	5.59%
5002101491	02/18/2022	3AKJHHDR9NSNE3043 3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$625,818.50	5.44%
5002105956	05/18/2022	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	\$638,119.05	6.6%
5002114719	10/31/2022	3AKJHHDRXPSUL8700 3AKJHHDR1PSUL8701	\$562,642.53	7.75%
5002116518	12/20/2022	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	\$610,144.30	7.89%
5002122745	04/23/2023	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	\$854,878.25	7.49%

<sup>2</sup> Default interest rate under each of the Conditional Sales Contracts is 18%.

Contract Number	Date of Contract	Vehicle Serial Number	Total Amount Financed	Interest Rate <sup>2</sup>
5002121629	05/01/2023	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	\$605,862.74	7.29%
5002125321	07/12/23	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	\$615,647.31	7.89%
5002129162	09/26/2023	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	\$609,144.77	7.89%
5002141253	07/09/2024	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	\$1,080,237.95	8.39%
<b>Total</b>			<b>\$6,782,291.06</b>	

18. Copies of each of the Conditional Sale Contracts are attached hereto as **Exhibit "C"**.
19. The Conditional Sale Contracts were initially entered into between the Debtor, as purchaser, and Transolutions Truck Centres Ltd. or PTG Mississauga Enterprises Limited Partnership, as seller (the "**Seller**"). It was an express term of each of the Conditional Sale Contracts that the Seller's interest therein may be assigned to Daimler and that upon such assignment, all payments by the Debtor under the Conditional Sale Contracts were to be made to Daimler.
20. Included in each of the Conditional Sale Contracts was an assignment, executed by the Seller and acknowledged by the Debtor, pursuant to which the Conditional Sale Contracts were assigned to Daimler on the same date that each Conditional Sale Contract was entered into.

21. Under each of the Conditional Sale Contracts, the Debtor agreed to purchase certain Vehicles subject to the terms and conditions set forth therein. In each instance, the Debtor agreed to pay a down payment equal to approximately 5% of the total cash sale price of the Vehicle(s) that were subject to each particular Conditional Sale Contract, with the balance of the purchase price, plus sales taxes and other agreed upon charges, being financed by Daimler at an agreed upon interest rate.
22. The terms of the Conditional Sale Contracts require the Debtor to make monthly payments to Daimler as detailed below:

<b>Contract Number</b>	<b>Monthly Payments</b>
5002028248	\$2,108.04 (except August 2022 which was \$6,861.64)
5002047470	\$9,430.18 (except January 2022 which was \$30,637.68)
5002101491	\$9,996.63 (except July 2022 which was \$36,017.33)
5002105956	\$10,205.28 (except October 2022 which was \$36,007.53)
5002114719	\$11,251.56 (except March 2023 which was \$33,819.21)
5002116518	\$9,789.61 (except May 2023 which was \$32,557.31)
5002122745	\$13,681.93 (except September 2023 which was \$47,644.38)
5002121629	\$12,123.78 (except September 2023 which was \$36,045.08)
5002125321	\$12,325.22 (except November 2023 which was \$36,361.97)
5002129162	\$12,197.51 (except January 2024 which was \$35,861.80)
5002141253	\$17,303.28 (except November 2024 which was \$59,344.43)

#### **DAIMLER'S SECURITY AND THE DEBTOR'S OTHER CREDITORS**

23. Each of the Conditional Sale Contracts expressly provides that:

Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

24. The term “Seller” is defined in the Conditional Sale Contracts as including the “assignees of Seller and all other holders of this Contract.”
25. Daimler perfected its Security Interest in the Vehicles (including the Outstanding Vehicles) under the Manitoba PPSA, the details of which are set out below:

Contract Number	Vehicle Serial Number(s)	Date of Manitoba PPSA Registration(s)
5002028248	3H3V532K9NS340029 3H3V532K5NS340030	August 24, 2021
5002047470	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	September 14, 2021
5002101491	3AKJHHDR9NSNE3043	July 19, 2023
	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	February 22, 2022
5002105956	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	May 18, 2022
5002114719	3AKJHHDRXPSUL8700	December 22, 2022
	3AKJHHDR1PSUL8701	November 2, 2022
5002116518	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	December 22, 2022
5002122745	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	May 23, 2023
5002121629	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	May 1, 2023
5002125321	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	July 21, 2023

Contract Number	Vehicle Serial Number(s)	Date of Manitoba PPSA Registration(s)
5002129162	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	September 29, 2023
5002141253	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243 3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012	July 10, 2024

26. The Debtor's principal place of business was at all material times in Winnipeg, Manitoba. The vehicles were sold to the Debtor in Manitoba and the Conditional Sale Agreements are governed by Manitoba law. As noted below, Daimler also registered its Security Interest against certain of the Vehicles, including the Outstanding Vehicles, under the *Personal Property Security Act* (Ontario) (the "**Ontario PPSA**") in June 2025, after being informed that the Debtor had moved the Vehicles to Ontario without Daimler's knowledge or consent.
27. PPSA search results for the Debtor dated August 6, 2025 (the "**PPSA Search Results**"), are attached hereto as **Exhibits "D"** (Manitoba) and **"E"** (Ontario). The PPSA Search Results also show several registrations in favour of other creditors, including the following:
- (a) Royal Bank of Canada registered pursuant to the Manitoba PPSA on April 12, 2023 and June 26, 2023, and the Ontario PPSA on October 7, 2024, with general collateral descriptions providing that the security interest is taken in all of the Debtor's present and after-acquired personal property;



- (b) Business Development Bank of Canada registered pursuant to the Manitoba PPSA on May 10, 2021 with a general collateral description providing that the security interest is taken in all of the Debtor's present and after-acquired personal property; and
- (c) several other registrations in favour of other creditors that appear to be over certain assets and property of the Debtor, which are distinct from the Outstanding Vehicles.

#### **THE DEBTOR'S DEFAULTS UNDER THE CONDITIONAL SALE CONTRACTS**

- 28. The Conditional Sale Contracts require the Debtor to make monthly payments when due and payable to Daimler in accordance with the payment schedules appended thereto.
- 29. In or around the spring of 2024, the Debtor failed to make the required monthly payments when due, which led to significant arrears that were ultimately never cured. The Debtor also failed to provide confirmation to Daimler that the Vehicles were insured. The failure to make the monthly payments and to provide confirmation all constituted breaches of the Conditional Sale Contracts.
- 30. Throughout the spring and fall of 2024, Daimler attempted to assist the Debtor in curing its defaults including by, among other things, providing numerous extensions of time and agreeing to waive all late fees upon the maturity of the Conditional Sale Contracts provided that the Debtor's arrears were fully satisfied. Despite Daimler's efforts, the Debtor failed to cure the arrears, despite repeated promises to do so, and purported to make several payments, only to have the payments returned as "Payment Stopped" or "Funds not Cleared".

31. On March 12, 2025 and March 21, 2025, the Debtor acknowledged its liability to Daimler and promised, but ultimately failed, to provide proof of payment from the Debtor's financial institution. A copy of the emails from Alex Evon, Account Manager with Daimler, to the Debtor dated March 12, 2025 and from myself and Mr. Evon to the Debtor dated March 21, 2025, are attached hereto as **Exhibit "F"**.
32. As of April 8, 2025, the Debtor's arrears under certain of the Conditional Sale Contracts had increased to \$74,976.02, as set out below:

<b>Contract Number</b>	<b>Days Past Due</b>	<b>Total Past-Due Balance as of April 8, 2025</b>
5002047470	7	\$9,455.18
5002105956	5	\$10,205.28
5002116518	4	\$9,789.61
5002122745	31	\$14,366.03
5002125321	12	\$12,941.48
5002141253	11	\$18,218.44
<b>Total</b>		<b>\$74,976.02</b>

33. On April 11, 2025, Daimler demanded that the Debtor cure all arrears by April 18, 2025, and informed the Debtor on April 16, 2025 that the failure to provide payment by that date will result in the assignment of a bailiff for seizure or the commencement of legal proceedings. A copy of the emails from Mr. Evon to the Debtor dated April 11, 2025 and Ali Daamsa, Fleet Analyst with Daimler, to the Debtor dated April 16, 2025, are attached hereto as **Exhibit "G"**.
34. In response, the Debtor advised Daimler not only that the missed monthly payments would be made soon and that proof would be provided to Daimler of such payment, but that the stop payment designation would be removed from the Debtor's bank account such that future payments to Daimler would not be returned.

35. Despite its representations to Daimler, the Debtor failed to make any payment towards its arrears. In April 2025, the Debtor also failed to make the monthly payments under Conditional Sale Contracts 5002121629 (\$12,123.78) and 5002114719 (\$11,251.56).
36. Between April 21 and 25, 2025, the Debtor paid its arrears under Conditional Sale Contracts 5002047470, 5002125321 and 5002129162. However, the Debtor did not make the monthly payments that were due under those Conditional Sale Contracts on May 23, 2025 (5002129162), May 26, 2025 (5002125321) and May 29, 2025 (5002047470).
37. As of June 8, 2025, the Debtor was in default of its obligations under all of the Conditional Sale Contracts as a result of failing to make the monthly payments required thereunder. As a result of the Debtor's continuing defaults under the Conditional Sale Contracts, all amounts owing under each Conditional Sale Contract became immediately due and payable.

#### ISSUANCE OF DEFAULT AND DEMAND LETTERS

38. Commencing February 13, 2025 until June 12, 2025, Daimler issued a series of demands for repayment of the arrears owed by the Debtor under the various Conditional Sale Contracts (the "**Demands**").
39. In accordance with section 244 of the BIA, Daimler also issued the BIA Notices in respect of the Vehicles as set out below:

Contract Number	Vehicle Serial Numbers	Total Arrears as of Date of BIA Notice	Date(s) of BIA Notices
5002028248	3H3V532K9NS340029 3H3V532K5NS340030	\$2,108.04	June 12, 2025

Contract Number	Vehicle Serial Numbers	Total Arrears as of Date of BIA Notice	Date(s) of BIA Notices
5002047470	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404	\$8,294.40	June 12, 2025
	1UYVS2536J2198394 1UYVS2534J2369210 1UYVS2531J2994759 1UYVS2535J2198404 1UYVS2530J2369270	\$9,455.18	April 8, 2025
5002101491	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$6,997.64	April 22, 2025
	3AKJHHDRXNSNE3052 3AKJHHDR7NSNE3056	\$6,664.42	February 13, 2025
5002105956	3AKJHHDR2NSNE3045 3AKJHHDR6NSNE3047 3AKJHHDR8NSNE3048	\$10,205.28	April 8, 2025
5002114719	3AKJHHDR1PSUL8701	\$11,251.56	April 22, 2025
	3AKJHHDRXPSUL8700		
5002116518	3AKJHHDR9PSUL8705 3AKJHHDR0PSUL8706	\$9,789.61	April 8, 2025
5002122745	2SHSR5320PS002053 2SHSR5328PS002057 2SHSR5323PS002077 2SHSR5329PS002083 2SHSR5320PS002084 2SHSR532XPS002125	\$14,366.03	April 8, 2025
5002121629	3AKJHHDR3RSUU8214 3AKJHHDR5RSUU8215	\$12,123.78	April 22, 2025
5002125321	3AKJHHDR7RSUU8216 3AKJHHDR9RSUU8217	\$12,325.22	June 2, 2025
5002129162	3AKJHHDRXRSUV3538 3AKJHHDR1RSUV3539	\$12,197.51	May 28, 2025
5002141253	1UYVS3535M2014234 1UYVS3537M2014235 1UYVS3539M2014236 1UYVS3534M2014242 1UYVS3536M2014243	\$18,218.44	April 8, 2025

Contract Number	Vehicle Serial Numbers	Total Arrears as of Date of BIA Notice	Date(s) of BIA Notices
	3H3V533C5MT714006 3H3V533C7MT714007 3H3V533C0MT714009 3H3V533C9MT714011 3H3V533C0MT714012		

Attached hereto as **Exhibit “H”** and **Exhibit “I”** are copies of the Demands and BIA Notices issued by Daimler, respectively.

40. Daimler consistently communicated with the Debtor regarding its defaults under the Conditional Sale Contracts and made several attempts to assist the Debtor to cure its defaults thereunder, including by extending the time for payment and agreeing to accept partial payments from the Debtor. Despite these efforts, the Debtor did not cure the defaults by paying the arrears owed which remain outstanding to the date of this Affidavit.
41. In each of the Demands, Daimler advised that if payment or arrangements were not made within 10 days from the issuance of each Demand, Daimler would institute measures to repossess the Vehicles and commence legal proceedings against the Debtor.
42. The Conditional Sale Contracts also provide that if the Debtor failed to pay any amount due thereunder or otherwise defaulted in its performance of its obligations thereunder, the total amounts owing under the Conditional Sale Contracts shall, at Daimler’s option, become immediately due and payable without notice or demand.
43. In addition to the Demands issued by Daimler during the aforementioned period, on August 22, 2025 a further demand letter was sent by Daimler’s legal counsel, Dentons Canada LLP (“**Dentons**”) (the “**August 22<sup>nd</sup> Demand**”). The August 22<sup>nd</sup> Demand referenced the

Demands issued by Daimler, as well as the BIA Notices, and stated that the Debtor was and remained in default under each of the Conditional Sale Contracts on account of its failure to make the monthly payments prescribed therein. The August 22<sup>nd</sup> Demand noted that as at August 21, 2025, the Debtor's indebtedness to Daimler was \$3,755,047.37. Attached hereto as **Exhibit "J"** is a copy of the August 22<sup>nd</sup> Demand.

44. Despite the Daimler Demands and the August 22<sup>nd</sup> Demand, the Debtor has failed to cure its arrears or repay its obligations owing to Daimler under the Conditional Sale Contracts. Furthermore, as detailed below, the Debtor has refused to surrender the Outstanding Vehicles and has engaged in conduct that has had the effect of obstructing and frustrating Daimler's lawful attempts at recovery of the Outstanding Vehicles.

#### **THE APPOINTMENT OF A RECEIVER IS NECESSARY**

45. As at September 5, 2025, the Debtor's indebtedness to Daimler was \$3,172,044.94, excluding costs, fees and expenses, and the Debtor has been in default under the Conditional Sale Contracts for over 9 months.
46. Notwithstanding Daimler's efforts to work with the Debtor, the Debtor has consistently failed to engage with Daimler honestly and transparently during the aforementioned period. The Debtor repeatedly made promises that it would cure the arrears owing under the Conditional Sale Contracts and purported to make several payments to Daimler only to have those payments returned as "Payment Stopped" or "Funds not Cleared".
47. When Daimler raised its concerns with the Debtor regarding its failure to not simply cure the arrears but to actively engage in deceitful behaviour such as putting stop payment

orders on payments to Daimler, the Debtor would assure Daimler that the defaults under the Conditional Sale Contracts would be addressed but they invariably never were.

48. Attached hereto as **Exhibit “K”** are copies of email correspondence commencing March 12, 2025 to May 2, 2025 between the Debtor and Daimler where the Debtor provided screen shots of purported payments issued to Daimler which were never, in fact, received.
49. In an effort to support the Debtor’s claim that the aforementioned purported payments had been made, the Debtor’s principal, Lakhvir Sangha, provided Daimler with what Mr. Sangha described as a recording between an employee of the Debtor and a representative of the Debtor’s financial institution, Toronto-Dominion Bank (“TD”). The alleged TD representative did not identify themselves in the recording. When asked by the Debtor’s representative if purported payments to Daimler had left the Debtor’s TD account, the alleged TD representative confirmed that they had. However, the alleged TD representative did not indicate in the recording that the purported payments had been directed to Daimler. In any event, I can confirm that Daimler did not receive the purported payments from the Debtor.
50. The Debtor’s failure to act in an honest and forthright manner with Daimler continued following the issuance of the Demands and BIA Notices in February and April 2025. After those Demands and BIA Notices were issued, the Debtor informed Daimler by email on May 6, 2025 that it intended to voluntarily surrender fourteen of the Vehicles, however, the following day, the Debtor reneged on its commitment to do so. Attached hereto as **Exhibit “L”** is a copy of the May 6, 2025 email from Mr. Sangha on behalf of the Debtor setting out the Debtor’s intention to voluntarily surrender certain of the Vehicles.

51. As a result of the Debtor's refusal to voluntarily surrender possession of the Vehicles, Daimler was required to engage bailiffs for the purposes of locating and taking possession of the Vehicles, however, the Debtor has actively engaged in efforts to stymie and obstruct both Daimler's and the bailiff's efforts in that regard.
52. As noted above, when Daimler's bailiff took possession of nineteen of the Vehicles, two of them were found to have sustained such substantial damage that they were each deemed a total loss. Daimler subsequently came to learn that the Debtor submitted two loss claims to Manitoba Public Insurance ("MPI") in respect of those Vehicles (bearing VINs 3AKJHHDR2NSNE3045 and 3AKJHHDR6NSNE3047). Daimler was informed by MPI that it had paid the proceeds of those claims directly to the Debtor. However, the Debtor failed to account for those funds to Daimler, despite Daimler's right under the Conditional Sale Contract to the proceeds of the Vehicles and the Debtor's obligation to provide a loss payable endorsement to Daimler.
53. In addition, the Debtor has engaged in the practice of stripping the identifying information from the Outstanding Vehicles in order to conceal their identity. Attached hereto as **Exhibit "M"** is email correspondence between Daimler and the bailiffs retained by it to locate and repossess the Vehicles during the period of May 16, 2025 to June 12, 2025 documenting and referring to the Debtor's efforts to conceal the Vehicles by stripping their identifying information.
54. In June 2025, I received a telephone call from a phone number that I did not recognize. I missed the call and no voicemail message was left. Within an hour of having missed the call, I received a text message purportedly on behalf of representatives of the Royal



Canadian Mounted Police (“RCMP”). The text message stated that the sender was from the RCMP and asked if I could give them a call. I was understandably suspicious about the text and did not return the call. Through its own investigations, Daimler confirmed that the text was not authentic as the RCMP confirmed that it does not communicate by text message. Daimler was advised by Mid-Canada that the RCMP text message was discussed with the Debtor’s principal, Mr. Sangha, who denied making the call himself but claimed that the individual responsible worked at a commercial motor vehicle dealership with whom the Debtor did business.

55. It stands to reason that the purported communications from the RCMP and TD were attempts orchestrated by the Debtor to dissuade Daimler from exercising its rights and remedies under the Conditional Sale Contracts.
56. On June 18, 2025, Daimler was contacted by an individual claiming to be a former employee of the Debtor. The individual, who did not identify themselves, advised that the Debtor was in the process of relocating or attempting to relocate certain of the Vehicles, including the Outstanding Vehicles, from Manitoba to Ontario, without Daimler’s consent or authorization. Upon receiving this information, Daimler registered its Security Interest in certain of the Vehicles, including the Outstanding Vehicles, in Ontario.
57. Daimler was informed by its bailiff on or about May 16, 2025 that the Outstanding Vehicles were located at a storage yard at the property municipally known as 2870 Bovaird Drive, Brampton, Ontario owned by 1000 Ontario. On June 11, 2025, the bailiff attempted to access the property for the purposes of inspecting and taking possession of the Outstanding

Vehicles. However, the bailiff was denied access. I was advised by the bailiff that as of August 20, 2025, there were approximately 100 vehicles in the yard.

58. To the best of Daimler's knowledge, the Debtor and 1000 Ontario do not appear to be related. Based upon a corporate profile search conducted for 1000 Ontario, a copy of which is attached as **Exhibit "N"**, the companies do not share any common directors. Nevertheless, 1000 Ontario refused to grant access to Daimler's bailiff to allow them to inspect and take possession of the Outstanding Vehicles. Daimler was advised by Mid-Canada that an individual purporting to act on behalf of 1000 Ontario advised that the Debtor was indebted to 1000 Ontario on account of unpaid storage fees and would send to Mid-Canada bills on account of those alleged fees. Daimler has no knowledge of any alleged unpaid storage fees and to the best of my knowledge, no invoices in respect of same were ever provided by 1000 Ontario.
59. On August 27, 2025, Daimler was advised by its bailiff that The Fuller Landau Group Inc. ("**FLG**") had been appointed as receiver over the property of 1000 Ontario on August 5, 2025, including the real property located on Bovaird Drive. Attached hereto as **Exhibit "O"** is the BIA notice and statement of receiver issued by FLG.
60. I am advised by Fraser Mackinnon Blair, a Partner at Dentons, that he spoke to a representative of FLG, David Filice, on August 27, 2025. Mr. Filice advised that his last visit to the property was on August 22, 2025 and, at that time, there were approximately 100 tractors, 20-30 trailers and several unplatd personal vehicles located at the site. Mr. Filice further advised that the security gate was damaged such that the trucks were no

longer secured, and the property or a portion thereof was tenanted, however FLG had no information in respect of the tenant and no books and records for 1000 Ontario.

61. FLG also stated that Daimler's bailiff could attend at the Bovaird Drive property to determine if any of the Outstanding Vehicles remained on the property. However, upon arriving at the Bovaird Drive property, it was readily apparent to the bailiff that the vast majority of vehicles that had previously been located there had been moved – to a location that remains unknown to Daimler – and that the Outstanding Vehicles were not included amongst the vehicles that remained on the property.
62. Finally, the Debtor issued a Statement of Claim on July 15, 2025 bearing Court File No. CV-25-00003788-0000 naming Daimler as the defendant and alleging that Daimler's efforts towards repossessing the Vehicles had been unlawful and taken without any notice or justification. Attached hereto as **Exhibit "P"** is a copy of the Debtor's Statement of Claim.
63. The Debtor's Statement of Claim alleges that the Debtor has made all payments required of it under the Conditional Sale Contracts and that the Debtor has continued to meet all of its financial obligations thereunder. As set out herein, the Debtor's allegations are simply false. The Debtor has been in arrears of its obligations under the Conditional Sale Contracts since November 2024 and its indebtedness to Daimler as at September 5, 2025 is \$3,172,044.94, excluding costs, fees and expenses. Furthermore, Daimler's repossession of certain of the Vehicles did not occur until after the expiry of the 10-day period following the issuance of the applicable BIA Notices which were not issued until it became clear that

the Debtor would not cure its defaults under the Conditional Sale Contracts, notwithstanding the numerous opportunities that Daimler provided to the Debtor to do so.

64. Daimler filed a Statement of Defence and its own Counterclaim against the Debtor, as well as its principal, Mr. Sangha, as guarantor of the Debtor's obligations to Daimler. Attached hereto as **Exhibit "Q"** is a copy of Daimler's Defence and Counterclaim.
65. The Debtor has engaged in a long-standing pattern of deceitful and obstructive behaviour in its dealings with Daimler since it first breached the Conditional Sale Contracts' payment provisions. Beyond simply failing to repay its indebtedness, the Debtor has taken affirmative steps to obstruct Daimler in the lawful exercise of its rights and remedies by, among other things: (i) moving the Vehicles to Ontario without Daimler's knowledge or consent, (ii) refusing to provide access to the Vehicles for the purposes of inspection, (iii) actively engaging in efforts to conceal the identity of the Outstanding Vehicles so that they cannot be identified for the purposes of stymying Daimler's repossession efforts; (iv) failing to account for the proceeds of the MPI insurance claims; and (v) commencing frivolous and baseless litigation against Daimler.
66. All of these actions are highly prejudicial to Daimler and lead to the conclusion that the Debtor will continue to frustrate Daimler's lawful efforts to repossess the Outstanding Vehicles.
67. Daimler is also concerned that the Debtor and possibly others have already commenced dismantling the Outstanding Vehicles to sell them for parts, thus eroding the value of Daimler's security and prejudicing Daimler even further. As of the date of this Affidavit, Daimler is unable to confirm where the Outstanding Vehicles are located.

68. Further in that regard, one of the Outstanding Vehicles was recently repossessed in Alberta. Given the nature of the Debtor's business and the fact that it operates not only in Canada but also in the United States, there is an understandable concern that the Debtor may relocate the Outstanding Vehicles to the United States to make it even more difficult for Daimler and its bailiffs to track and repossess the Outstanding Vehicles.
69. Once appointed, the Proposed Receiver will track down and take possession of the Outstanding Vehicles, thereby preserving what value is left in those assets in a transparent process that will maximize value for and ensure fair treatment of all stakeholders.
70. The Proposed Receiver has consented to act in this proceeding, a copy of which consent is attached hereto as **Exhibit "R"**.

#### **RELIEF SOUGHT**

71. Daimler seeks the appointment of the Proposed Receiver over only that property of the Debtor that is subject to its Security Interest and nothing more.
72. Daimler has agreed to a charge in favour of the Proposed Receiver, if appointed, and its counsel, as security for payment of their respective fees and disbursements, in each case at their standard rates and charges, which shall form a charge in priority to the claims of Daimler as a secured creditor.
73. I swear this affidavit in support of Daimler's motion to appoint the Proposed Receiver and for no other or improper purpose.

**SWORN** by Mohammad Abu-Qube of the Town of Milton, in the Province of Ontario, before me at the City of Mississauga in the Province of Ontario on September 15, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

*Darryl Nunes*

---

A Commissioner for Taking Affidavits, etc.

}

*Mohammad Abu-Qube*

---

**MOHAMMAD ABU-QUBE**

This is Exhibit "A" referred to in the affidavit of  
Mohammad Abu-Qube sworn before me,  
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read 'Danny M. Nunes', is written over a horizontal line.

A Commissioner for taking affidavits  
**Danny M. Nunes**  
(LSO #53802D)



Ministry of Public and  
Business Service Delivery

## Profile Report

JAGDEEP SANGHA TRANSPORT INC. as of July 30, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	JAGDEEP SANGHA TRANSPORT INC.
Ontario Corporation Number (OCN)	2346979
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 22, 2012
Date of revival	October 27, 2015
Registered or Head Office Address	Attention/Care of LAKHVIR SINGH SANGHA, 45 Udrari Cres, Kitchener, Ontario, N2N 0A2, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)	
Name	LAKHVIR SINGH SANGHA
Address for Service	236 Thorn Dr, Winnipeg, Manitoba, R2P 1S1, Canada
Resident Canadian	Yes
Date Began	October 22, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Active Officer(s)  
Name LAKHVIR SINGH SANGHA  
Position President  
Address for Service 45 Udrari Cres, Kitchener, Ontario, N2N 0A2, Canada  
Date Began October 22, 2012

Name LAKHVIR SINGH SANGHA  
Position Secretary  
Address for Service 45 Udrari Cres, Kitchener, Ontario, N2N 0A2, Canada  
Date Began October 22, 2012

Name LAKHVIR SINGH SANGHA  
Position Treasurer  
Address for Service 45 Udrari Cres, Kitchener, Ontario, N2N 0A2, Canada  
Date Began October 22, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Corporate Name History

Name

Effective Date

JAGDEEP SANGHA TRANSPORT INC.

October 22, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: LAKHVIR SINGH SANGHA - DIRECTOR	November 13, 2015
BCA - Articles of Revival	October 27, 2015
BCA - Cancelled by CB 241(4)	March 19, 2015
BCA - Default (Registered Office) 241(3)	November 07, 2014
CIA - Requirement to File 7	August 08, 2014
Annual Return - 2013 PAF: LAKHVIR SINGH SANGHA - DIRECTOR	July 19, 2014
Annual Return - 2012 PAF: LAKHVIR SINGH SANGHA - DIRECTOR	July 19, 2014
CIA - Initial Return PAF: LAKHVIR SINGH SANGHA - DIRECTOR	February 25, 2013
BCA - Articles of Incorporation	October 22, 2012

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "B" referred to in the affidavit of  
Mohammad Abu-Qube sworn before me,  
this 15 day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

**Danny M. Nunes**

**(LSO #53802D)**



## File Summary

**Registry No :** 7579081  
**Entity Name :** JAGDEEP SANGHA TRANSPORT INC.

As of : 11-Aug-2025

**Entity Name :** JAGDEEP SANGHA TRANSPORT INC.  
**Registry No :** 7579081  
**Business No :** 841162449MC0001  
**Current Status :** Active

**Entity Type :** BUSINESS CORPORATION  
**Entity Sub Type :** EXTRA-PROVINCIAL - SHARE CORPORATION

**Incorp/Amalg Date :** 01-Jun-2017  
**Home Jurisdiction :** ONTARIO  
**Date Registered in Manitoba :** 16-Jun-2017  
**Annual Return/Renewal Date :** 31-Jul-2025  
**Year of Last A/R - Renewal :** 2024  
**Nature of Business :** TRANSPORTATION  
**NAICS Code :** 484

**Registered Office Address :**  
**Effective date, if changing address :** 09-Oct-2019  
**Address :** 41 OZNER CRT  
**City/Province :** BRAMPTON, ON  
**Country/Postal Code :** CANADA, L6X 4Y9

**Mailing Address :**  
**Name :**  
**Address :** 23 WILDBROOK BAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2R 1R7

**Director Information :**  
**Name :** SANGHA, LAKHVIR  
**Address :** 23 WILDBROOK BAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2R 1R7  
**Date Became :** 26-Jun-2025  
**Name :** SINGH, GAGANDEEP  
**Address :** 4338 ALBULET DRIVE  
**City/Province :** REGINA, SK  
**Country/Postal Code :** CANADA, S4W 0L7

**Officer Information :**  
**Name :** SANGHA, LAKHVIR  
**Address :** 23 WILDBROOK BAY  
**City/Province :** WINNIPEG, MB  
**Country/Postal Code :** CANADA, R2R 1R7



Position Held as Officer : PRESIDENT

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**Power(s) of Attorney :**

Name : SANGHA, LAKHVIR  
Address : 23 WILDBROOK BAY  
City/Province : WINNIPEG, MB  
Country/Postal Code : CANADA, R2R 1R7

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**Event History :**

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	07-Sep-2018	2018
COMPLIANCE STATUS - DEFAULT	19-Aug-2019	
ANNUAL RETURN (Filed on the Web)	09-Oct-2019	2019
COMPLIANCE STATUS - DEFAULT	24-Aug-2020	
ANNUAL RETURN (Filed on the Web)	07-Dec-2020	2020
COMPLIANCE STATUS - DEFAULT	23-Aug-2021	
ANNUAL RETURN (Filed on the Web)	05-Jan-2022	2021
COMPLIANCE STATUS - DEFAULT	22-Aug-2022	
ANNUAL RETURN (Filed on the Web)	15-Mar-2023	2022
ANNUAL RETURN (Filed on the Web)	04-Jul-2023	2023
COMPLIANCE STATUS - DEFAULT	19-Aug-2024	
ANNUAL RETURN (Filed on the Web)	20-Mar-2025	2024
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	26-Jun-2025	

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

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This is Exhibit "C" referred to in the affidavit of  
Mohammad Abu-Qube sworn before me,  
this **15** day of September, 2025.

A handwritten signature in black ink, appearing to read "Danny M. Nunes", is written over a horizontal line.

A Commissioner for taking affidavits

**Danny M. Nunes**

**(LSO #53802D)**



**Prepared For:**  
Jagdeep Sangha Transport Inc.

**Prepared By:**  
TRANSOLUTIONS TRUCK CENTRES LTD.

**Date:** 24/08/2021

**Quote ID:** 245781

# CONDITIONAL SALE CONTRACT Security Agreement

Quote ID: 245781 Date: 24/08/2021

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
	New	HYUNDAI	3H3V532K9NS340029	DRY VAN	2022	\$47,424.00
	New	HYUNDAI	3H3V532K5NS340030	DRY VAN	2022	\$47,424.00

<b>GARAGE LOCATION OF PROPERTY:</b>	
<b>DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)</b>	<b>ALLOWANCE</b>
<b>LESS PAYOFF TO:</b>	\$0.00
<b>NET TRADE-IN ALLOWANCE</b>	\$0.00
<b>CASH DOWN PAYMENT</b>	\$4,743.00
<b>TOTAL DOWN PAYMENT</b>	\$4,743.00

## PAYMENT SCHEDULE

### BLENDED PAYMENTS

PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.

### NON-BLENDED PAYMENTS

PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN \_\_\_\_\_ MONTHLY PRINCIPAL INSTALLMENTS OF \_\_\_\_\_ EACH, BEGINNING \_\_\_\_\_ \* AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)

- ☐ ANNUAL RATE OF \_\_\_\_\_  
FINANCE CHARGES \_\_\_\_\_ (assumes installments are made as scheduled)
- ☐ The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus \_\_\_\_\_ percentage points. The present ANNUAL RATE is \_\_\_\_\_ %.

THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.

IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONoured. Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.

1	TOTAL CASH SALE PRICE	\$94,848.00
2	TOTAL DOWN PAYMENT	\$4,743.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$90,105.00
4	SALES TAX	\$4,753.60
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$94,858.60
	<input type="checkbox"/> (a) GAP WAIVER	\$0.00
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$0.00
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$224.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$719.00
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$95,577.60
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 5.24 %	\$10,361.92
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$105,939.52

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS

**SECURITY INTEREST AND PURCHASER'S WARRANTY:** Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) ("Daimler Truck Financial"). After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation), and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.

7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good salable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Sellers option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

13. **LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**

#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: AUG 24, 2021

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

(Authorized Signature)

Signature: 

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:

(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**



**RETAIL PAYMENT SCHEDULE ADDENDUM**

Buyer: Jagdeep Sangha Transport Inc.

Quote ID: 245781

Co-Buyer (if any):

Contract Date: August 24, 2021

Term: 48

Buyer and Co-Buyer (if any), jointly and severally, promise to pay Seller or its assignee the TOTAL OF PAYMENTS as described below:

Date (dd/mm/yyyy)	Payment	Date	Payment	Date	Payment
08/10/2021	\$2,108.04	08/10/2022	\$2,108.04	08/10/2023	\$2,108.04
08/11/2021	\$2,108.04	08/11/2022	\$2,108.04	08/11/2023	\$2,108.04
08/12/2021	\$2,108.04	08/12/2022	\$2,108.04	08/12/2023	\$2,108.04
08/01/2022	\$6,881.64 X	08/01/2023	\$2,108.04	08/01/2024	\$2,108.04
08/02/2022	\$2,108.04	08/02/2023	\$2,108.04	08/02/2024	\$2,108.04
08/03/2022	\$2,108.04	08/03/2023	\$2,108.04	08/03/2024	\$2,108.04
08/04/2022	\$2,108.04	08/04/2023	\$2,108.04	08/04/2024	\$2,108.04
08/05/2022	\$2,108.04	08/05/2023	\$2,108.04	08/05/2024	\$2,108.04
08/06/2022	\$2,108.04	08/06/2023	\$2,108.04	08/06/2024	\$2,108.04
08/07/2022	\$2,108.04	08/07/2023	\$2,108.04	08/07/2024	\$2,108.04
08/08/2022	\$2,108.04	08/08/2023	\$2,108.04	08/08/2024	\$2,108.04
08/09/2022	\$2,108.04	08/09/2023	\$2,108.04	08/09/2024	\$2,108.04

Date	Payment	Date	Payment	Date	Payment
08/10/2024	\$2,108.04				
08/11/2024	\$2,108.04				
08/12/2024	\$2,108.04				
08/01/2025	\$2,108.04				
08/02/2025	\$2,108.04				
08/03/2025	\$2,108.04				
08/04/2025	\$2,108.04				
08/05/2025	\$2,108.04				
08/06/2025	\$2,108.04				
08/07/2025	\$2,108.04				
08/08/2025	\$2,108.04				
08/09/2025	\$2,108.04				

Date	Payment	Date	Payment	Date	Payment

The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature:

Signature:

Title:

FINANCE MANAGER

Title:

PRESIDENT

Co-Buyer:

Signature:

Title:



# Daimler Truck Financial

Daimler Truck Financial

## FINANCING COMMITMENT

Expiry Date: 01/31/2022  
Approval ID: 1003332339

DATE: August 20, 2021

TO: TRANSOLUTIONS TRUCK CENTRES LTD. (75009)

ATTENTION: Manoj

FROM: Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services  
Canada Corporation ("DTF")

CUSTOMER: Jagdeep Sangha Transport Inc.

EQUIPMENT: 2-2022 Dry Van Trailers

48 mo's?

Selling Price	\$99,729.10
Less Cash/Trade	\$4,724.90
Amount to Finance:	\$95,004.20

### APPROVAL TERMS:

- Conditional Sales Contract over term of 60 months, GST paid on the 4<sup>th</sup> month
- Interest Rate: Qualifies for FLEX
- DTF documentation fee of \$495.00 per contract
- Continuing guaranty of Lakhvir Sangha is required (on file)
- 5% down per trailer

The commitment is subject to the receipt of the following:

- Conditional Sales Contract agreement
- Evidence of adequate insurance coverage
- A copy of this commitment letter
- Copy of factory invoice(s)
- Copy of additional equipment invoices

Please be advised any commitment letter(s) issued prior to this date are considered null and void.

If any changes to the above commitment are not pre-approved, DTF cannot guaranty funding of this transaction.

Thank you for considering DTF as a finance source on this transaction.

Daimler Truck Financial

By

  
Joel Ricci  
Commercial Credit Analyst

This communication may contain proprietary or confidential information and is intended solely for the use of the addressee. If you are not the addressee, reading, retaining, copying, distributing, or making use of this communication in any way is unauthorized. If you have received this communication in error, please destroy it and inform the sender that you have received it by mistake. Thank you.

Daimler Truck Financial is a business unit of Mercedes-Benz Financial Services Canada Corporation

DCTF3013

Daimler Truck Financial  
2680 Matheson Blvd. East, Suite 500  
Mississauga, Ontario L4W 0A5  
Toll free 800.361.4680  
Fax 866.242.8734

Revised: October 2009

## PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of the Canadian Payments Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household

☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Cheque Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature:  Date: AUG 24, 2021 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL**  
(A BUSINESS UNIT OF MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION)  
2680 Matheson Blvd. East, Suite 500, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-866-246-4435 E-mail: [dtf@daimler.com](mailto:dtf@daimler.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**

<b>Vehicle Identification Number</b>				<b>Plate No.</b>		<b>N.V.I.S.</b>	
3H3V532K9NS340029						NEW VEHICLE INFORMATION	
						STATEMENT	
<b>Make</b>	<b>Model</b>	<b>Series</b>	<b>Colour</b>	<b>Body Type</b>	<b>Model Year</b>		
HYUNDAI TRANSLEAD	DRY VAN	VC2530152-AJS	WHITE	VAN	2022		
				TRAILER			
<b>No. of Cyl.</b>	<b>Motive Power</b>	<b>Shipping Wt.(kg)</b>	<b>G.V.W.R.(kg)</b>	<b>Front Axle Rating(kg)</b>	<b>Wheelbase(mm)</b>	<b>OFFICE USE ONLY</b>	
1.							
2.							
<b>Manufacturer's/Importer's</b>				HYUNDAI TRANSLEAD			
<b>Name &amp; Location</b>				8880 RIO SAN DIEGO DR. STE 600 SAN DIEGO CA 92108			
I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle herein described is assigned on this date for registration to:							
<b>Name of Purchaser (Surname, First Name)</b>						<b>Initial</b>	
JAGDEEP SANGHA TRANSPORT LTD.							
<b>Address (Street No. or Lot, Conc. and Township) Apt. No.</b>						<b>Telephone</b>	
23 WILDBROOK BAY						204-615-2637	
<b>Post Office (City, Town or Village and R.R. No.) Postal Code</b>							
WINNIPEG, MB, R2K 1K7						KM	
and certify that the vehicle is new and has not been registered previously.							
<b>Dealer's Name</b>				TRANSOLUTIONS TRUCK CENTRES LTD.			
<b>Dealer's No.</b>				(Day/Month/Year)			
9703				24/08/2021			
<b>Authorized Signature</b>						<b>Date</b>	
<b>LEASE INFORMATION</b>							
<b>Name of Lessee (Surname, First Name)</b>						<b>Initial</b>	
<b>Address (Street No. or Lot, Conc. and Township) Apt. No.</b>						<b>Telephone</b>	
<b>Post Office (city, Town or Village and R.R. No.) Postal Code</b>							
THIS IS NOT A TITLING DOCUMENT							

Vehicle Identification Number				Plate No.	<b>N.V.I.S.</b> NEW VEHICLE INFORMATION STATEMENT	
3H3V532K5NS340030						
Make	Model	Series	Colour	Body Type	Model Year	OFFICE USE ONLY
HYUNDAI TRANSEAD	DRY VAN	VC2530152-AJS	WHITE	VAN	2022	
				TRAILER		
No. of Cyl.	Motive Power	Shipping Wt.(kg)	G.V.W.R.(kg)	Front Axle Rating(kg)	Wheelbase(mm)	
1.						
2.						
Manufacturer's/Importer's				HYUNDAI TRANSEAD		
Name & Location				8880 RIO SAN DIEGO DR. STE 600 SAN DIEGO CA 92108		
I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle herein described is assigned on this date for registration to:						
Name of Purchaser (Surname, First Name)						Initial
JAGDEEP SANGHA TRANSPORT LTD.						
Address (Street No. or Lot, Conc. and Township) Apt. No.						Telephone
23 WILDBROOK BAY						204-615-2637
Post Office (City, Town or Village and R.R. No.) Postal Code						
WINNIPEG, MB, R2R 1R7						KM
and certify that the vehicle is new and has not been registered previously.						
Dealer's Name				TRANSOLUTIONS TRUCK CENTRES LTD.		(Day/Month/Year)
Dealer's No.				9703		24/08/2021
				Authorized Signature		Date
<b>LEASE INFORMATION</b>						
Name of Lessee (Surname, First Name)						Initial
Address (Street No. or Lot, Conc. and Township) Apt. No.						Telephone
Post Office (city, Town or Village and R.R. No.) Postal Code						
THIS IS NOT A TITLING DOCUMENT						

**CONTRACT SETTLEMENT**DEALER: Quote ID: 245781

TRANSOLUTIONS TRUCK CENTRES LTD.

45 BERGEN CUTOFF ROAD

WINNIPEG

MB

R3C2E6

DATE: 24/08/2021CUSTOMER: Jagdeep Sangha Transport Inc.

CONTRACT NUMBER: \_\_\_\_\_

SERIAL NUMBER: 3H3V532K9NS3400293H3V532K5NS340030

<b>GROSS CONTRACT</b>	<b>\$105,939.52</b>
<b>LESS:</b>	
DTF FINANCE CHARGE	<u>\$10,381.92</u>
FILING FEE	<u>\$495.00</u>
DEALER RESERVE	<u>\$0.00</u>
<b>TOTAL DEDUCTIONS</b>	<b>\$10,856.92</b>
<b>PLUS:</b>	
DEALER FEE	<u>\$1,728.29</u>
<b>NET PROCEEDS</b>	<b>\$96,810.89</b>
<b>Amount payable to dealer via EFT</b>	<b>\$95,082.60</b>

Financed Credit Life / Critical Illness / A&H \$0.00 Financed GAP / TruckSide / ADW \$0.00**ALLOCATION OF PROCEEDS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.24% CONTRACT FINANCE RATE4.24% DTF FINANCE RATE



# Transolutions Truck Centres Ltd.

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

## Vehicle Invoice

Date: 08/24/2021  
Invoice#: DE-01180  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P: ( ) -

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

Stock#: NS340029 VIN:3H3V532K9NS340029

New 2022 HYUNDAI DRY VAN

Colour: GALVANIZED

Mileage: 0

Price: \$47,249.00

Stock#: NS340030 VIN:3H3V532K5NS340030

New 2022 HYUNDAI DRY VAN

Colour: GALVANIZED

Mileage: 0

Price: \$47,249.00

Tire Stewardship: \$224.00  
Admin Fee: \$350.00  
Subtotal: \$95,072.00  
GST/HST: \$4,753.60  
Total: \$99,825.60  
Down Payment: -\$4,743.00  
Net Total: \$95,082.60

Remit To:

Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER

Purchaser's Signature

08/24/2021  
Date

Manager

**AGREEMENT TO FURNISH INSURANCE  
Conditional Sale**

INSURANCE TO BE PROVIDED BY	
Agent's Name:	Insurance Co:
Address:	
Telephone:	
Policy Number:	Effective Date: From: To:

Coverage: ☐ Fire, Theft per vehicle ☐ DTF Named as Loss Payee? ☐ Yes ☐ No  
☐ Comprehensive per vehicle ☐ DTF Named as Additional Insured? ☐ Yes ☐ No  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details: \_\_\_\_\_

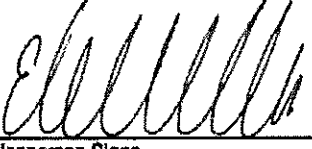
VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2022	HYUNDAI	DRY VAN	TRAILER	3H3V532K9NS340029
2022	HYUNDAI	DRY VAN	TRAILER	3H3V532K5NS340030

BUYER	
Name: Jagdeep Sangha Transport Inc.	Date of Contract: August 24, 2021
Address: 23 Wild Brook Bay	Driver's License No:
WINNIPEG MB R2R1W4	Telephone: 204-298-1721

AGREEMENT AND ACKNOWLEDGMENT	
In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a <b>Loss Payable Endorsement</b> be issued in favour of and to mail a copy to:	
Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation), located at:	2680 Matheson Blvd. East, Suite 500 Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature:  Date: 24/08/2021  
Buyer's Signature: \_\_\_\_\_ Date: 24/08/2021

DEALER CONFIRMATION	
Confirmed By: <input type="checkbox"/> Agency <input type="checkbox"/> Insurance Company	Name of Contact: _____
	Date: _____
Dealer/Salesperson Signs	TRANSOLUTIONS TRUCK CENTRES LTD.
	Name of Dealership







Prepared For:  
Jagdeep Sangha Transport Inc.

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Prepared By:  
TRANSOLUTIONS TRUCK CENTRES LTD.

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Date: 14/09/2021

Quote ID: 249415

# CONDITIONAL SALE CONTRACT

## Security Agreement

Quote ID: 249415 Date: 14/09/2021

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE

## GARAGE LOCATION OF PROPERTY:

DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:	\$0.00
NET TRADE-IN ALLOWANCE	\$0.00
CASH DOWN PAYMENT	\$21,208.00
TOTAL DOWN PAYMENT	\$21,208.00

## PAYMENT SCHEDULE

## BLENDED PAYMENTS

PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.

## NON-BLENDED PAYMENTS

PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN \_\_\_\_\_ MONTHLY PRINCIPAL INSTALLMENTS OF \_\_\_\_\_ EACH, BEGINNING \_\_\_\_\_ AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)

- ☐ ANNUAL RATE OF \_\_\_\_\_ FINANCE CHARGES \_\_\_\_\_ (assumes installments are made as scheduled)
- ☐ The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus \_\_\_\_\_ percentage points. The present ANNUAL RATE is \_\_\_\_\_ %.

THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.

\*IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONoured. Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.

1	TOTAL CASH SALE PRICE	\$424,150.00
2	TOTAL DOWN PAYMENT	\$21,208.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$402,942.00
4	SALES TAX	\$21,207.50
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$424,149.50
	<input type="checkbox"/> (a) GAP WAIVER	\$0.00
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$0.00
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$0.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$495.00
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$424,644.50
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 5.59 %	\$49,211.64
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$473,856.14

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS

**SECURITY INTEREST AND PURCHASER'S WARRANTY:** Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) ("Daimler Truck Financial"). After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation), and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security Interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.

7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration, as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.

#### SUMMARY OF INSURANCE COVERAGE

The Insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: 14th SEPT, 2021

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

Signature: 

(Authorized Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:

(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**

# CONDITIONAL SALE CONTRACT

## Multiple Unit Schedule

Date: 14/09/2021			Quote ID: 249415		
<b>SELLER</b>		<b>BUYER</b>		<b>CO-BUYER</b>	
Name: TRANSOLUTIONS TRUCK CENTRES LTD.		Name: Jagdeep Sangha Transport Inc.		Name:	
Address: 45 BERGEN CUTOFF ROAD		Address: 23 Wild Brook Bay		Address:	
WINNIPEG	MB	R3C2E6	WINNIPEG	MB	R2R1W4

The Multiple Unit Schedule is attached to and forms a part of that certain Conditional Sale Contract/Security Agreement (hereinafter called the Contract") executed this date between the above named purchaser and seller.

**The term "property" as used herein and in the Contract shall refer to the following items of equipment.**

<b>NEW/USED</b>	<b>MAKE</b>	<b>SERIAL NUMBER</b>	<b>TYPE OF BODY</b>	<b>MODEL YEAR</b>	<b>CASH SALE PRICE</b>
Used	UTILITY	1UYVS2536J2198394	TANDEM REEFER	2018	\$84,950.00
Used	UTILITY	1UYVS2535J2198404	TANDEM REEFER	2018	\$84,600.00
Used	UTILITY	1UYVS2534J2369210	TANDEM REEFER	2018	\$84,600.00
Used	UTILITY	1UYVS2530J2369270	TANDEM REEFER	2018	\$85,000.00
Used	UTILITY	1UYVS2531J2994759	TANDEM REEFER	2018	\$85,000.00
<b>TOTAL CASH SALE PRICE (Same as Line 1 on Contract)</b>					<b>\$424,150.00</b>

Buyer and Co-Buyer (if any), acknowledge receipt of a true and completely filled in copy of this Multiple Unit Schedule at the time of execution.

**Seller:** TRANSOLUTIONS TRUCK CENTRES LTD.      **Buyer:** Jagdeep Sangha Transport Inc.

**Signature:**

(Authorized Signature)

**Title:**

**FINANCE MANAGER**

**Signature:**

(Authorized Signature)

**Title:**

**PRESIDENT**

**Co-Buyer:**

**Signature:**

(Authorized Signature)

**Title:**

**RETAIL PAYMENT SCHEDULE ADDENDUM**

Buyer: Jagdeep Sangha Transport Inc.

Quote ID: 249415

Co-Buyer (if any):

Contract Date: September 14, 2021

Term: 48

Buyer and Co-Buyer (if any), jointly and severally, promise to pay Seller or its assignee the TOTAL OF PAYMENTS as described below:

Date (dd/mm/yyyy)	Payment	Date	Payment	Date	Payment
29/10/2021	\$9,430.18	29/10/2022	\$9,430.18	29/10/2023	\$9,430.18
29/11/2021	\$9,430.18	29/11/2022	\$9,430.18	29/11/2023	\$9,430.18
29/12/2021	\$9,430.18	29/12/2022	\$9,430.18	29/12/2023	\$9,430.18
29/01/2022	\$30,637.68 <i>LS</i>	29/01/2023	\$9,430.18	29/01/2024	\$9,430.18
28/02/2022	\$9,430.18	28/02/2023	\$9,430.18	29/02/2024	\$9,430.18
29/03/2022	\$9,430.18	29/03/2023	\$9,430.18	29/03/2024	\$9,430.18
29/04/2022	\$9,430.18	29/04/2023	\$9,430.18	29/04/2024	\$9,430.18
29/05/2022	\$9,430.18	29/05/2023	\$9,430.18	29/05/2024	\$9,430.18
29/06/2022	\$9,430.18	29/06/2023	\$9,430.18	29/06/2024	\$9,430.18
29/07/2022	\$9,430.18	29/07/2023	\$9,430.18	29/07/2024	\$9,430.18
29/08/2022	\$9,430.18	29/08/2023	\$9,430.18	29/08/2024	\$9,430.18
29/09/2022	\$9,430.18	29/09/2023	\$9,430.18	29/09/2024	\$9,430.18

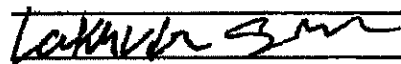
Date	Payment	Date	Payment	Date	Payment
29/10/2024	\$9,430.18				
29/11/2024	\$9,430.18				
29/12/2024	\$9,430.18				
29/01/2025	\$9,430.18				
28/02/2025	\$9,430.18				
29/03/2025	\$9,430.18				
29/04/2025	\$9,430.18				
29/05/2025	\$9,430.18				
29/06/2025	\$9,430.18				
29/07/2025	\$9,430.18				
29/08/2025	\$9,430.18				
29/09/2025	\$9,430.18				

Date	Payment	Date	Payment	Date	Payment

The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature: Signature: 

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Buyer:

Signature:

Title:

# Daimler Truck Financial

Daimler Truck Financial

## FINANCING COMMITMENT

Expiry Date: 11/30/2021  
Approval ID: 1003334881

DATE: September 10, 2021

TO: TRANSOLUTIONS TRUCK CENTRES LTD. (75009)

ATTENTION: Manoj

FROM: Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services  
Canada Corporation ("DTF")

CUSTOMER: Jagdeep Sangha Transport Inc.

EQUIPMENT: 6-2018 Utility reefer Trailers

Selling Price	\$535,500.00
Less Cash/Trade	\$25,500.00
Amount to Finance:	\$510,000.00

### APPROVAL TERMS:

- Conditional Sales Contract over term of 48 months, GST paid on the 4<sup>th</sup> month
- Interest Rate: Qualifies for FLEX
- DTF documentation fee of \$495.00 per contract
- Continuing guaranty of Lakhvir Sangha is required (on file)
- 5% down per trailer

The commitment is subject to the receipt of the following:

- Conditional Sales Contract agreement
- Evidence of adequate insurance coverage
- A copy of this commitment letter
- Copy of factory invoice(s)
- Copy of additional equipment invoices

Please be advised any commitment letter(s) issued prior to this date are considered null and void.

If any changes to the above commitment are not pre-approved, DTF cannot guaranty funding of this transaction.

Thank you for considering DTF as a finance source on this transaction.

Daimler Truck Financial

By

  
Krls Abouzeke  
Commercial Credit Analyst

This communication may contain proprietary or confidential information and is intended solely for the use of the addressee. If you are not the addressee, reading, retaining, copying, distributing, or making use of this communication in any way is unauthorized. If you have received this communication in error, please destroy it and inform the sender that you have received it by mistake. Thank you.

Daimler Truck Financial is a business unit of Mercedes-Benz Financial Services Canada Corporation

DTF3013

Daimler Truck Financial  
2680 Matheson Blvd. East, Suite 500  
Mississauga, Ontario L4W 0A5  
Toll free 800.361.4600  
Fax 866.242.8734

Revised: October 2009

## PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of the Canadian Payments Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household

☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Cheque Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

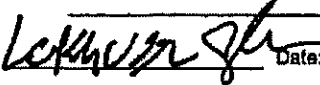
I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature:  Date: 14th SEPT, 2021 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL**

**(A BUSINESS UNIT OF MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION)**

2680 Matheson Blvd. East, Suite 500, Mississauga, ON L4W 0A5

Phone: 1-800-361-4680 Fax: 1-866-246-4435 E-mail: [dtf@daimler.com](mailto:dtf@daimler.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**



**CONTRACT SETTLEMENT**

DEALER: Quote ID: 249415

TRANSOLUTIONS TRUCK CENTRES LTD.

45 BERGEN CUTOFF ROAD

WINNIPEG

MB

R3C2E6

DATE: 14/09/2021

CUSTOMER: Jagdeep Sangha Transport Inc.

CONTRACT NUMBER:

SERIAL NUMBER:

**GROSS CONTRACT**

\$473,856.14

**LESS:**

DTF FINANCE CHARGE

\$49,211.64

FILING FEE

\$495.00

DEALER RESERVE

\$0.00

**TOTAL DEDUCTIONS**

\$49,706.64

**PLUS:**

DEALER FEE

\$7,710.38

**NET PROCEEDS**

\$431,859.88

**Amount payable to dealer via EFT**

\$424,149.50

Financed Credit Life / Critical Illness / A&amp;H \$0.00 Financed GAP / TruckSide / ADW \$0.00

**ALLOCATION OF PROCEEDS:**

5.59%

CONTRACT FINANCE RATE

4.59%

DTF FINANCE RATE

**Transolutions Truck Centres Ltd.**

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

**Vehicle Invoice**

Date: 09/14/2021  
Invoice#: DE-01785  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298 - 1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

Stock#: J2198394 VIN:1UYVS2536J2198394  
Used 2018 UTILITY 53' TANDEM REEFER  
Colour: WHITE

Mileage: 0

CARRIER X47300 REEFER# SAP91518321

Price: \$84,600.00

Stock#: J2198404 VIN:1UYVS2535J2198404  
Used 2018 UTILITY 53' TANDEM REEFER  
Colour: WHITE

Mileage: 0

CARRIER X47300 REEFER# SAR91521699

Price: \$84,600.00

Stock#: J2369210 VIN:1UYVS2534J2369210  
Used 2018 UTILITY 53' TANDEM REEFER

Mileage: 0

CARRIER X47300 REEFER# SAP91521118

Price: \$84,600.00

Stock#: J2369270 VIN:1UYVS2530J2369270  
Used 2018 UTILITY 53' TANDEM REEFER

Mileage: 0

CARRIER X47300 REEFER# SAP91519189

Price: \$85,000.00

Stock#: J2994759 VIN:1UYVS2531J2994759  
Used 2018 UTILITY 53' TANDEM REEFER

Mileage: 0

CARRIER X47300 REEFER# UAR91676208

Price: \$85,000.00

Admin Fee: \$350.00

Subtotal: \$424,150.00

GST/HST: \$21,207.50

Total: \$445,357.50


Down Payment: -\$21,208.00

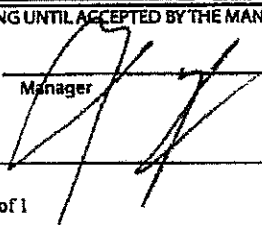
Net Total: \$424,149.50

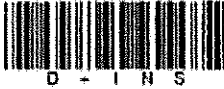
## Remit To:

Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

 09/14/2021  
Purchaser's Signature Date

  
Manager

**AGREEMENT TO FURNISH INSURANCE  
Conditional Sale**

INSURANCE TO BE PROVIDED BY	
Agent's Name:	Insurance Co:
Address:	
Telephone:	
Policy Number:	Effective Date: From: To:

Coverage: ☐ Fire, Theft per vehicle DTF Named as Loss Payee? ☐ Yes ☐ No  
☐ Comprehensive per vehicle DTF Named as Additional Insured? ☐ Yes ☐ No  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2018	UTILITY	TANDEM REEFE	TRAILER	1UYVS2536J2198394
2018	UTILITY	TANDEM REEFER	TRAILER	1UYVS2535J2198404
2018	UTILITY	TANDEM REEFER	TRAILER	1UYVS2534J2369210
2018	UTILITY	TANDEM REEFER	TRAILER	1UYVS2530J2369270
2018	UTILITY	TANDEM REEFER	TRAILER	1UYVS2531J2994759

BUYER	
Name: Jagdeep Sangha Transport Inc.	Date of Contract: September 14, 2021
Address: 23 Wild Brook Bay	Driver's License No:
WINNIPEG MB R2R1W4	Telephone: 204-298-1721

**AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:

Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation), located at:

2680 Matheson Blvd. East, Suite 500  
Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature:

Date: 14/09/2021

Buyer's Signature:

Date: 14/09/2021

**DEALER CONFIRMATION**

Confirmed By: ☐ Agency ☐ Insurance Company

Name of Contact:

Date:

Dealer/Responsory Signs

TRANSOLUTIONS TRUCK CENTRES LTD.

Name of Dealership



**Prepared For:**

Jagdeep Sangha Transport Inc.

---

**Prepared By:**

TRANSOLUTIONS TRUCK CENTRES LTD.

---

Date: 18/02/2022

Quote ID: 266125

# **CONDITIONAL SALE CONTRACT SECURITY AGREEMENT**

Quote ID: 266125 Date: 18/02/2022

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
	New	FREIGHTLINER	3AKJHHD9NSNE3043	CASCADIA 126	2022	\$173,231.30
	New	FREIGHTLINER	3AKJHHD9XNSNE3052	CASCADIA 126	2022	\$173,231.30
	New	FREIGHTLINER	3AKJHHD9NSNE3056	CASCADIA 126	2022	\$173,231.30

GARAGE LOCATION OF PROPERTY:

DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:	\$0.00
NET TRADE-IN ALLOWANCE	\$0.00
CASH DOWN PAYMENT	\$25,985.00
TOTAL DOWN PAYMENT	\$25,985.00

## **PAYMENT SCHEDULE**

### **BLENDED PAYMENTS**

PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.

### **NON-BLENDED PAYMENTS**

PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN \_\_\_\_\_ MONTHLY PRINCIPAL INSTALLMENTS OF \_\_\_\_\_ EACH, BEGINNING \_\_\_\_\_ \* AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)

- ☐ ANNUAL RATE OF \_\_\_\_\_ FINANCE CHARGES \_\_\_\_\_ (assumes installments are made as scheduled)
- ☐ The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus \_\_\_\_\_ percentage points. The present ANNUAL RATE is \_\_\_\_\_ %.

THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.

\*IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONoured.

Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.

1	TOTAL CASH SALE PRICE	\$519,693.90
2	TOTAL DOWN PAYMENT	\$25,985.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$493,708.90
4	SALES TAX	\$26,020.70
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$519,729.60
	<input checked="" type="checkbox"/> (a) GAP WAIVER	\$10,450.44
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input checked="" type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$17,044.05
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$720.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$28,709.49
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$548,439.09
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 5.44 %	\$77,379.41
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$625,818.50

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS SECURITY INTEREST AND PURCHASER'S WARRANTY: Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to **Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**. After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial, and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.

7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

**13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**



#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial Services Canada Corporation (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: 18th FEB, 2022

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

Signature: 

(Authorized Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:


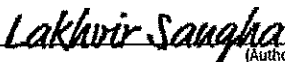
(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**

The Multiple Unit Schedule is attached to and forms a part of that certain Conditional Sale Contract/Security Agreement (hereinafter called the "Contract") executed this date between the above named seller and buyer and co-buyer, if any.

The term "property" as used herein and in the Contract shall refer to the following items of equipment.

<b>Buyer and Co-Buyer</b> (if any), acknowledge receipt of a true and completely filled in copy of this Multiple Unit Schedule at the time of execution.					
<b>Seller -</b>	<b>TRANSOLUTIONS TRUCK CENTRES LTD.</b>		<b>Buyer:</b>	<b>Jagdeep Sangha Transport Inc.</b>	
<b>Signature:</b>	 _____ Signature)		<b>Signature:</b>	 _____ (Authorized Signature)	
<b>Title:</b>	<b>FINANCE MANAGER</b>		<b>Title:</b>	<b>PRESIDENT</b>	
			<b>Co-Buyer:</b>	_____	
			<b>Signature:</b>	_____ (Authorized Signature)	
			<b>Title:</b>	_____	

Quote ID: 266125

**Buyer:** Jagdeep Sangha Transport Inc.

Contract Date: 18/02/2022

Term: 60

Co-Buyer (if any):

Buyer and Co-Buyer (if any), jointly and severally, promise to pay Seller or its assignee the TOTAL OF PAYMENTS as described below:

Date (dd/mm/yyyy)	Payment	Date	Payment	Date	Payment
04/04/2022	\$9,996.63	04/04/2023	\$9,996.63	04/04/2024	\$9,996.63
04/05/2022	\$9,996.63	04/05/2023	\$9,996.63	04/05/2024	\$9,996.63
04/06/2022	\$9,996.63	04/06/2023	\$9,996.63	04/06/2024	\$9,996.63
04/07/2022	\$36,017.33	04/07/2023	\$9,996.63	04/07/2024	\$9,996.63
04/08/2022	\$9,996.63	04/08/2023	\$9,996.63	04/08/2024	\$9,996.63
04/09/2022	\$9,996.63	04/09/2023	\$9,996.63	04/09/2024	\$9,996.63
04/10/2022	\$9,996.63	04/10/2023	\$9,996.63	04/10/2024	\$9,996.63
04/11/2022	\$9,996.63	04/11/2023	\$9,996.63	04/11/2024	\$9,996.63
04/12/2022	\$9,996.63	04/12/2023	\$9,996.63	04/12/2024	\$9,996.63
04/01/2023	\$9,996.63	04/01/2024	\$9,996.63	04/01/2025	\$9,996.63
04/02/2023	\$9,996.63	04/02/2024	\$9,996.63	04/02/2025	\$9,996.63
04/03/2023	\$9,996.63	04/03/2024	\$9,996.63	04/03/2025	\$9,996.63

Date	Payment	Date	Payment	Date	Payment
04/04/2025	\$9,996.63	04/04/2026	\$9,996.63		
04/05/2025	\$9,996.63	04/05/2026	\$9,996.63		
04/06/2025	\$9,996.63	04/06/2026	\$9,996.63		
04/07/2025	\$9,996.63	04/07/2026	\$9,996.63		
04/08/2025	\$9,996.63	04/08/2026	\$9,996.63		
04/09/2025	\$9,996.63	04/09/2026	\$9,996.63		
04/10/2025	\$9,996.63	04/10/2026	\$9,996.63		
04/11/2025	\$9,996.63	04/11/2026	\$9,996.63		
04/12/2025	\$9,996.63	04/12/2026	\$9,996.63		
04/01/2026	\$9,996.63	04/01/2027	\$9,996.63		
04/02/2026	\$9,996.63	04/02/2027	\$9,996.63		
04/03/2026	\$9,996.63	04/03/2027	\$9,996.63		

Date	Payment	Date	Payment	Date	Payment

The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*Lakhvir Sangha*

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

**Daimler Truck Financial**

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial Services Canada Corporation ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of Payments Canada Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household

☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Debit Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective five (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature: Lakhvir Sangha 18th FEB, 2022 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-877-340-8269 E-mail: [dtf@daimlertruck.com](mailto:dtf@daimlertruck.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-Feb-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**

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**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7**

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**(the "Purchaser/Lessee")**Date of CSC or Lease: **18-Feb-22**Description of Vehicle: Year/Make/Model/VIN  
**2022 / Freightliner / Cascadia / 3AKJHHDR9NSNE3043**Addendum Fee: **\$8,728.41**Retail Sales Tax: **\$436.42**Total Addendum Fee: **\$9,164.83**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

### **Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.



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- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: \_\_\_\_\_

Name: M. MANWAL

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: Lakhvir Sangha

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-Feb-22

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-Feb-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

And

**Purchaser/Lessee  
Name, Address**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

(the "Purchaser/Lessee")

Date of CSC or Lease: **18-Feb-22**

Description of Vehicle: Year/Make/Model/VIN

**2022 / Freightliner / Cascadia / 3AKJHHDRXNSNE3052**Addendum Fee: **\$8,728.41**Retail Sales Tax: **\$436.42**Total Addendum Fee: **\$9,164.83**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

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The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: M. MANWAL

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: *Lakhvir Sangha*

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-Feb-22

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-Feb-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**

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**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7**

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**(the "Purchaser/Lessee")**Date of CSC or Lease: **18-Feb-22**Description of Vehicle: Year/Make/Model/VIN  
**2022 / Freightliner / Cascadia / 3AKJHHDR7NSNE3056**Addendum Fee: **\$8,728.41**Retail Sales Tax: **\$436.42**Total Addendum Fee: **\$9,164.83**

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**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
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1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

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#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
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### **Protection Limitations**

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This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

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- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.



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- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
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The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED BY \_\_\_\_\_ DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: M. MANWAL

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: Lakhvir Saugha

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-Feb-22

**Transolutions Truck Centres Ltd.**

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

**Vehicle Invoice**

Date: 02/17/2022  
Invoice#: DE-01778-2  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298 - 1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# **9703**VENDOR GST/HST: **130330590RT0001**Vendor PST# **360739-9**

Stock#: NE3043 VIN:3AKJHHDR9NSNE3043

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 3758

3 YR UNLIMITED KMS \$1,200 CAP

5 YR 805,000 KMS

TC4 3 YR/805,000 KMS

Accident/Mechanical Down Time CA

Gap Protection CA

INCLUDES GRILL GUARD &amp; INSTALLATION

Price: \$171,675.00

\$5,410.81

\$3,317.60

\$1,556.30

Stock#: NE3052 VIN:3AKJHHDRXNSNE3052

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 168

INCLUDES GRILL GUARD &amp; INSTALLATION

Gap Protection CA

Accident/Mechanical Down Time CA

3 YR UNLIMITED KMS \$1,200 CAP

5 YR 805,000 KMS

TC4 3 YR/805,000 KMS

Price: \$171,675.00

\$1,556.30

\$3,317.60

\$5,410.81

Stock#: NE3056 VIN:3AKJHHDR7NSNE3056

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 171

3 YR UNLIMITED KMS \$1,200 CAP

5 YR 805,000 KMS

TC4 3 YR/805,000 KMS

Accident/Mechanical Down Time CA

Gap Protection CA

INCLUDES GRILL GUARD &amp; INSTALLATION

Price: \$171,675.00

\$5,410.81

\$3,317.60

\$1,556.30

Tire Stewardship: \$420.00

A/C Tax: \$300.00

Subtotal: \$546,599.13

GST/HST: \$27,329.97

Total: \$573,929.10

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY

Lakhvir Sangha  
Purchaser's Signature

02/17/2022  
Date

\_\_\_\_\_  
Manager

**Transolutions Truck Centres Ltd.**

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

**Vehicle Invoice**

Date: 02/17/2022  
Invoice#: DE-01776-2  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298 - 1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# **9703**VENDOR GST/HST: **130330590RT0001**Vendor PST# **360739-9**

Down Payment: -\$25,985.00  
Net Total: \$547,944.10

Remit To:  
Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL

MANAGER.

Lakhvir Sangha  
Purchaser's Signature

02/17/2022  
Date

[Signature]  
Manager

## ADDITIONAL TERMS AND CONDITIONS

### Delivery of Motor Vehicle

1. If the Motor Vehicle that is the subject of this Offer is not currently in stock with the Dealer, the Purchaser agrees that: a) The Dealer shall have until the requested delivery date shown in the Offer to deliver the Motor Vehicle to Purchaser by that date, unless the delay in delivering the Motor Vehicle is a result of manufacturing or transportation delays, strike, insurrection, or other causes beyond the control of the Dealer, Purchaser may terminate this Offer and Dealer shall forthwith return, in full, any deposit given by Purchaser and/or release any interest Dealer may have in any trade-in vehicle agreed to be taken as part of payment of the purchase for the Motor Vehicle. In the event of a delay in delivering the Motor Vehicle resulting from any of the causes noted above, Dealer shall have sixty (60) days from the date upon which the cause of the delay ends to deliver Motor Vehicle to Purchaser and if the Motor Vehicle is not delivered by the end of said sixty (60) day period, Dealer shall return any deposit given and/or release any interest in the Purchaser's trade-in as set out above; and b) Dealer may substitute exterior colour and/or interior trim for that selected by Purchaser in the event of manufacturing delays that might result in the Dealer being unable to deliver the Motor Vehicle by the requested delivery date shown in the Offer.

### Deposit

2. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to retain the full amount of any deposit paid by Purchaser pursuant to this Offer as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the deposit. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Trade-in

3. The purchaser agrees that if the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle is not delivered to the Dealer on or before the acceptance of this Offer by the Dealer, Dealer may re-appraise the value of the trade-in where adverse changes have occurred between the date of its initial inspection by Dealer and the date of its delivery to Dealer and to pay the difference between the initial appraised value of the trade-in and its value upon re-appraisal, if any, forthwith in cash or at Purchaser's option Purchaser may pay in cash at the date of its delivery the amount of the final adjusted trade-in allowance and retain the trade-in.

4. In the event of there being any existing unpaid mortgage, lien, charge, note, claim or encumbrance of any kind or nature whatsoever against the vehicle taken in trade by the Dealer from the Purchaser, then the right of possession and ownership of the Motor Vehicle that is the subject of this Offer shall remain with the Dealer until the purchase price thereof including any cheque, bill or not therefor, or any part thereof is paid in full, and the Dealer may take possession of the same upon default.

5. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to immediately sell the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle and retain the sale proceeds (net of any rep costs and sales commission) as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer by virtue of the Purchaser's default, such retainer of the said net sale proceeds shall not itself constitute a termination of this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the said net sale proceeds. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Delivery of Motor Vehicle

6. Purchaser acknowledges that she/he/it alone has selected the Motor Vehicle that is subject of this Offer based upon his/her/its own judgement and expressly disclaims any reliance upon any statements or representations made by the Dealer and Dealer's skill and/or judgement regarding any purpose for which the Motor Vehicle selected by Purchaser is required.

7. The Vendor does not warrant the model year of the Motor Vehicle described herein. The warrant, if any, stated on the reverse hereof and below to apply to the Motor Vehicle that is the subject of this Offer is the only warranty applicable to the Motor Vehicle and is in lieu of all other warranties whatsoever, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that Dealer will not be liable to Purchaser hereunder, or at law or equity for any liability, claim, loss, damage or expense caused directly or indirectly by the said Motor Vehicle or any deficiency or defect thereof or the operation, maintenance or repair thereof. Further, Dealer shall have no liability whatsoever (including, without limitation, liability for indirect consequential damages) arising from any latent, patent or other defect in the Motor Vehicle, including any fundamental breach, or other failure or performance or operation of the Motor Vehicle.

8. If any part of the purchase price for the Motor Vehicle that is the subject of this Offer is to be financed, this Offer may be accepted by Dealer tendering to Purchaser the standard time sale agreement form of a designated finance company or bank properly completed when the said Motor Vehicle is available for delivery to the Purchaser and that time sale agreement form plus this Offer shall prevail. The said time sale agreement shall be at the rates and on the terms current at the date of actual delivery of the Motor Vehicle.

9. As security for the due payment of all monies payable and the performance of all my obligations hereunder, Purchaser grants, assigns and conveys a Security Interest in the Motor Vehicle purchased hereunder, and the proceeds therefrom, to the Dealer. Purchaser hereby waives receipt of, and the right to receive, a copy of any financing statement to be registered under the Personal Property Security Act, or the verification statement with respect to such registration. Purchaser intends the security interest granted herein to attach and be effective.

*Lakhvir Saugha* 2022-02-18

Accepted by Purchaser

Date

Witness

10. If the Motor Vehicle that is the subject of this Offer is a used vehicle, Purchaser acknowledges that the rating of its general condition is provided by comparing its present selling price to the price of the same vehicle when new, except to those known defects known in this Offer. 11. This Offer constitutes the entire understanding or agreement between the Dealer and Purchaser and there is no understanding or agreement, oral or written, which is not set forth herein. This Offer is an irrevocable offer and may only be terminated in accordance with its terms and may be amended only by agreement in writing signed by the Dealer and Purchaser.

### New Vehicle Warranty/Demonstrator/Used Manufacturer's Warranty

12. Where the Motor Vehicle that is the subject of this Offer is a new vehicle, there are no warranties, express or implied, made by the Dealer or the manufacturer regarding the said Motor Vehicle except the printed manufacturer's new vehicle or demonstrator/used vehicle warranty delivered to Purchaser with the Motor Vehicle which shall apply and the same is hereby made a part hereof as though fully set forth herein. In the case of a used vehicle, the applicability of an existing warranty, if any, shall be determined solely by the terms of

mar

sig

(Signature, Dealer)

(Original - accepted by Purchaser)



I have been advised of, and fully understand the benefits and features that have been presented to me, regarding the following options:

	Purchased	Declined
<b>Dealer Financing Options</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Dealer Leasing Options</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Gap Protection</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Down Payment Waiver</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Credit Life Insurance</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Accident &amp; Health Insurance</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Extended Engine Warranty</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Extended Chassis Warranty</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Accident Downtime Waiver</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Major Mechanical Downtime Waiver</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Serial# NE3052, NE3043 & NE3056

JAGDEEP SANGHA TRANSPORT INC.

Buyer's Name (please print)

Co-Buyer's Name (please print)



*Lakhvir Saugha*

Buyer's Signature

Co-Buyer's Signature

17th FEB, 2022

Date

# **AGREEMENT TO FURNISH INSURANCE CONDITIONAL SALE CONTRACT**

**Daimler Truck Financial**

INSURANCE TO BE PROVIDED BY			
Agent's Name:		Insurance Co:	
Address:			
		Telephone:	
Policy Number:		Effective Date: From:	To:

Coverage: ☐ Fire, Theft per vehicle DTF Named as Loss Payee? ☒ Yes ☐ No  
☐ Comprehensive per vehicle  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2022	FREIGHTLINER	CASCADIA 126	TRACTOR	3AKJHHDR9NSNE3043
2022	FREIGHTLINER	CASCADIA 126	TRACTOR	3AKJHHDRXNSNE3052
2022	FREIGHTLINER	CASCADIA 126	TRACTOR	3AKJHHDR7NSNE3056

BUYER			
Name: Jagdeep Sangha Transport Inc.		Date of Contract: 18/02/2022	
Address: 23 Wild Brook Bay		Driver's License No:	
WINNIPEG	MB	R2R1W4	Telephone: 204-298-1721

## **AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:

Daimler Truck Financial Services Canada Corporation, located at:

2680 Matheson Blvd. East, Suite 202 Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature:

*Lakhvir Sangha*

Date: 18th FEB, 2022

Buyer's Signature:

Date:

## **DEALER CONFIRMATION**

Confirmed By: ☐ Agency ☐ Insurance Company

Name of Contact:

Date:

Dealer/Salesperson Signs

TRANSOLUTIONS TRUCK CENTRES LTD.

Name of Dealership

## AMORTIZATION SCHEDULE

<b>Customer Name:</b>	Jagdeep Sangha Transport Inc.	<b>Date:</b>	18/02/2022
<b>Prepared By:</b>	TRANSOLUTIONS TRUCK CENTRES LTD.	<b>Finance Quote ID:</b>	266125
<b>Program Name:</b>	Flex Retail	<b>Term:</b>	60
<b>Payment Frequency:</b>	Monthly	<b>Total Amount Financed:</b>	\$ 548,439.09
<b>Payment Type:</b>	Irregular		
<b>APR:</b>	5.44%		

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
1	04/04/2022	\$9,996.63	\$6,318.33	\$3,678.30	\$542,120.76
2	04/05/2022	\$9,996.63	\$7,572.68	\$2,423.95	\$534,548.08
3	04/06/2022	\$9,996.63	\$7,526.87	\$2,469.76	\$527,021.21
4	04/07/2022	\$36,017.33	\$33,660.90	\$2,356.43	\$493,360.31
5	04/08/2022	\$9,996.63	\$7,717.17	\$2,279.46	\$485,643.14
6	04/09/2022	\$9,996.63	\$7,752.83	\$2,243.80	\$477,890.31
7	04/10/2022	\$9,996.63	\$7,859.87	\$2,136.76	\$470,030.44
8	04/11/2022	\$9,996.63	\$7,824.96	\$2,171.67	\$462,205.48
9	04/12/2022	\$9,996.63	\$7,930.00	\$2,066.63	\$454,275.48
10	04/01/2023	\$9,996.63	\$7,897.75	\$2,098.88	\$446,377.73
11	04/02/2023	\$9,996.63	\$7,934.24	\$2,062.39	\$438,443.49
12	04/03/2023	\$9,996.63	\$8,166.94	\$1,829.69	\$430,276.55
13	04/04/2023	\$9,996.63	\$8,008.63	\$1,988.00	\$422,267.92
14	04/05/2023	\$9,996.63	\$8,108.57	\$1,888.06	\$414,159.35
15	04/06/2023	\$9,996.63	\$8,083.10	\$1,913.53	\$406,076.25
16	04/07/2023	\$9,996.63	\$8,180.97	\$1,815.66	\$397,895.28
17	04/08/2023	\$9,996.63	\$8,158.24	\$1,838.39	\$389,737.04
18	04/09/2023	\$9,996.63	\$8,195.94	\$1,800.69	\$381,541.10
19	04/10/2023	\$9,996.63	\$8,290.67	\$1,705.96	\$373,250.43
20	04/11/2023	\$9,996.63	\$8,272.11	\$1,724.52	\$364,978.32
21	04/12/2023	\$9,996.63	\$8,364.73	\$1,631.90	\$356,613.59
22	04/01/2024	\$9,996.63	\$8,349.56	\$1,647.07	\$348,264.03
23	04/02/2024	\$9,996.63	\$8,391.95	\$1,604.68	\$339,872.08
24	04/03/2024	\$9,996.63	\$8,531.65	\$1,464.98	\$331,340.43
25	04/04/2024	\$9,996.63	\$8,469.93	\$1,526.70	\$322,870.50
26	04/05/2024	\$9,996.63	\$8,556.95	\$1,439.68	\$314,313.55
27	04/06/2024	\$9,996.63	\$8,548.38	\$1,448.25	\$305,765.17
28	04/07/2024	\$9,996.63	\$8,633.22	\$1,363.41	\$297,131.95
29	04/08/2024	\$9,996.63	\$8,627.55	\$1,369.08	\$288,504.40
30	04/09/2024	\$9,996.63	\$8,667.30	\$1,329.33	\$279,837.10
31	04/10/2024	\$9,996.63	\$8,748.83	\$1,247.80	\$271,088.27
32	04/11/2024	\$9,996.63	\$8,747.55	\$1,249.08	\$262,340.72
33	04/12/2024	\$9,996.63	\$8,826.85	\$1,169.78	\$253,513.87
34	04/01/2025	\$9,996.63	\$8,828.11	\$1,168.52	\$244,685.76
35	04/02/2025	\$9,996.63	\$8,866.11	\$1,130.52	\$235,819.65

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
36	04/03/2025	\$9,996.63	\$9,012.52	\$984.11	\$226,307.13
37	04/04/2025	\$9,996.63	\$8,948.72	\$1,047.91	\$217,358.41
38	04/05/2025	\$9,996.63	\$9,022.53	\$974.10	\$208,335.88
39	04/06/2025	\$9,996.63	\$9,031.75	\$964.88	\$199,304.13
40	04/07/2025	\$9,996.63	\$9,103.26	\$893.37	\$190,700.87
41	04/08/2025	\$9,996.63	\$9,115.54	\$881.09	\$181,585.33
42	04/09/2025	\$9,996.63	\$9,157.66	\$838.97	\$172,427.67
43	04/10/2025	\$9,996.63	\$9,225.67	\$770.96	\$163,202.00
44	04/11/2025	\$9,996.63	\$9,242.59	\$754.04	\$153,959.41
45	04/12/2025	\$9,996.63	\$9,308.24	\$688.39	\$144,651.17
46	04/01/2026	\$9,996.63	\$9,328.30	\$668.33	\$135,322.87
47	04/02/2026	\$9,996.63	\$9,371.40	\$625.23	\$125,951.47
48	04/03/2026	\$9,996.63	\$9,471.02	\$525.61	\$116,480.45
49	04/04/2026	\$9,996.63	\$9,458.46	\$538.17	\$107,021.99
50	04/05/2026	\$9,996.63	\$9,518.11	\$478.52	\$97,503.88
51	04/06/2026	\$9,996.63	\$9,546.14	\$450.49	\$87,957.74
52	04/07/2026	\$9,996.63	\$9,603.35	\$393.28	\$78,354.39
53	04/08/2026	\$9,996.63	\$9,634.61	\$362.02	\$68,719.78
54	04/09/2026	\$9,996.63	\$9,679.13	\$317.50	\$59,040.65
55	04/10/2026	\$9,996.63	\$9,732.65	\$263.98	\$49,308.00
56	04/11/2026	\$9,996.63	\$9,768.81	\$227.82	\$39,539.19
57	04/12/2026	\$9,996.63	\$9,819.84	\$176.79	\$29,719.35
58	04/01/2027	\$9,996.63	\$9,859.32	\$137.31	\$19,860.03
59	04/02/2027	\$9,996.63	\$9,904.87	\$91.76	\$9,955.16
60	04/03/2027	\$9,996.63	\$9,955.09	\$41.54	\$0.07
Total		\$625,818.50	\$548,439.02	\$77,379.48	

This is a quotation only. Rates, residuals, payment, terms and conditions are subject to verification and approval. Rates, residuals and terms are subject to change without notice. This Schedule is only an estimate and does not constitute a payoff balance. Please call if you want a payoff balance. Principal and interest varies based on the date the payment is posted. If you have recently made a payment, it may not be reflected in this Schedule.



# Signature Certificate

Reference Number: AQQHE-FCTQA-M5IVR-QFYER

Signer

Timestamp

Signature

**Manoj Manwal**

Email: mmanwal@tstruck.ca

Sent:

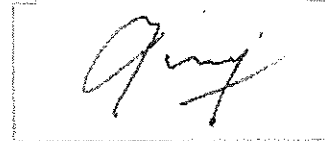
18 Feb 2022 14:56:14 UTC

Viewed:

18 Feb 2022 14:56:31 UTC

Signed:

18 Feb 2022 14:57:33 UTC



IP address: 64.56.155.178

Location: Winnipeg, Canada

**Lakhvir Sangha**

Email: lakhasangha@yahoo.com

Sent:

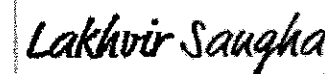
18 Feb 2022 14:56:14 UTC

Viewed:

18 Feb 2022 16:06:22 UTC

Signed:

18 Feb 2022 16:07:31 UTC



IP address: 24.79.253.251

Location: Winnipeg, Canada

Document timestamped by PandaDoc on

18 Feb 2022 16:07:31 UTC

Page 1 of 1



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## AMORTIZATION SCHEDULE

<b>Customer Name:</b>	Jagdeep Sangha Transport Inc.	<b>Date:</b>	18/05/2022
<b>Prepared By:</b>	TRANSOLUTIONS TRUCK CENTRES LTD.	<b>Finance Quote ID:</b>	276629
<b>Program Name:</b>	Flex Retail	<b>Term:</b>	60
<b>Payment Frequency:</b>	Monthly	<b>Total Amount Financed:</b>	\$ 544,070.49
<b>Payment Type:</b>	Irregular		
<b>APR:</b>	6.60%		

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
1	02/07/2022	\$10,205.28	\$5,778.19	\$4,427.09	\$538,292.30
2	02/08/2022	\$10,205.28	\$7,187.89	\$3,017.39	\$531,104.41
3	02/09/2022	\$10,205.28	\$7,228.19	\$2,977.09	\$523,876.22
4	02/10/2022	\$36,007.53	\$33,165.68	\$2,841.85	\$490,710.54
5	02/11/2022	\$10,205.28	\$7,454.61	\$2,750.67	\$483,255.93
6	02/12/2022	\$10,205.28	\$7,583.78	\$2,621.50	\$475,672.15
7	02/01/2023	\$10,205.28	\$7,538.91	\$2,666.37	\$468,133.24
8	02/02/2023	\$10,205.28	\$7,581.17	\$2,624.11	\$460,552.07
9	02/03/2023	\$10,205.28	\$7,873.50	\$2,331.78	\$452,678.57
10	02/04/2023	\$10,205.28	\$7,667.80	\$2,537.48	\$445,010.77
11	02/05/2023	\$10,205.28	\$7,791.25	\$2,414.03	\$437,219.52
12	02/06/2023	\$10,205.28	\$7,754.45	\$2,450.83	\$429,465.07
13	02/07/2023	\$10,205.28	\$7,875.58	\$2,329.70	\$421,589.49
14	02/08/2023	\$10,205.28	\$7,842.07	\$2,363.21	\$413,747.42
15	02/09/2023	\$10,205.28	\$7,886.03	\$2,319.25	\$405,861.39
16	02/10/2023	\$10,205.28	\$8,003.62	\$2,201.66	\$397,857.77
17	02/11/2023	\$10,205.28	\$7,975.10	\$2,230.18	\$389,882.67
18	02/12/2023	\$10,205.28	\$8,090.30	\$2,114.98	\$381,792.37
19	02/01/2024	\$10,205.28	\$8,065.53	\$2,139.75	\$373,726.84
20	02/02/2024	\$10,205.28	\$8,116.09	\$2,089.19	\$365,610.75
21	02/03/2024	\$10,205.28	\$8,293.32	\$1,911.96	\$357,317.43
22	02/04/2024	\$10,205.28	\$8,207.82	\$1,997.46	\$349,109.61
23	02/05/2024	\$10,205.28	\$8,316.65	\$1,888.63	\$340,792.96
24	02/06/2024	\$10,205.28	\$8,300.19	\$1,905.09	\$332,492.77
25	02/07/2024	\$10,205.28	\$8,406.55	\$1,798.73	\$324,086.22
26	02/08/2024	\$10,205.28	\$8,393.58	\$1,811.70	\$315,692.64
27	02/09/2024	\$10,205.28	\$8,440.51	\$1,764.77	\$307,252.13
28	02/10/2024	\$10,205.28	\$8,543.10	\$1,662.18	\$298,709.03
29	02/11/2024	\$10,205.28	\$8,535.45	\$1,669.83	\$290,173.58
30	02/12/2024	\$10,205.28	\$8,635.49	\$1,569.79	\$281,538.09
31	02/01/2025	\$10,205.28	\$8,631.16	\$1,574.12	\$272,906.93
32	02/02/2025	\$10,205.28	\$8,675.51	\$1,529.77	\$264,231.42
33	02/03/2025	\$10,205.28	\$8,867.47	\$1,337.81	\$255,363.95
34	02/04/2025	\$10,205.28	\$8,773.84	\$1,431.44	\$246,590.11
35	02/05/2025	\$10,205.28	\$8,867.61	\$1,337.67	\$237,722.50

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
36	02/06/2025	\$10,205.28	\$8,872.73	\$1,332.55	\$228,849.77
37	02/07/2025	\$10,205.28	\$8,963.85	\$1,241.43	\$219,885.92
38	02/08/2025	\$10,205.28	\$8,972.71	\$1,232.57	\$210,913.21
39	02/09/2025	\$10,205.28	\$9,023.01	\$1,182.27	\$201,890.20
40	02/10/2025	\$10,205.28	\$9,110.09	\$1,095.19	\$192,780.11
41	02/11/2025	\$10,205.28	\$9,124.66	\$1,080.62	\$183,655.45
42	02/12/2025	\$10,205.28	\$9,209.01	\$996.27	\$174,446.44
43	02/01/2026	\$10,205.28	\$9,227.42	\$977.86	\$165,219.02
44	02/02/2026	\$10,205.28	\$9,279.15	\$926.13	\$155,939.87
45	02/03/2026	\$10,205.28	\$9,415.75	\$789.53	\$146,524.12
46	02/04/2026	\$10,205.28	\$9,383.94	\$821.34	\$137,140.18
47	02/05/2026	\$10,205.28	\$9,461.34	\$743.94	\$127,678.84
48	02/06/2026	\$10,205.28	\$9,489.58	\$715.70	\$118,189.26
49	02/07/2026	\$10,205.28	\$9,564.14	\$641.14	\$108,625.12
50	02/08/2026	\$10,205.28	\$9,596.38	\$608.90	\$99,028.74
51	02/09/2026	\$10,205.28	\$9,650.18	\$555.10	\$89,378.56
52	02/10/2026	\$10,205.28	\$9,720.43	\$484.85	\$79,658.13
53	02/11/2026	\$10,205.28	\$9,758.76	\$446.52	\$69,899.37
54	02/12/2026	\$10,205.28	\$9,826.10	\$379.18	\$60,073.27
55	02/01/2027	\$10,205.28	\$9,868.54	\$336.74	\$50,204.73
56	02/02/2027	\$10,205.28	\$9,923.86	\$281.42	\$40,280.87
57	02/03/2027	\$10,205.28	\$10,001.34	\$203.94	\$30,279.53
58	02/04/2027	\$10,205.28	\$10,035.55	\$169.73	\$20,243.98
59	02/05/2027	\$10,205.28	\$10,095.46	\$109.82	\$10,148.52
60	02/06/2027	\$10,205.28	\$10,148.39	\$56.89	\$0.13
Total		\$638,119.05	\$544,070.36	\$94,048.69	

This is a quotation only. Rates, residuals, payment, terms and conditions are subject to verification and approval. Rates, residuals and terms are subject to change without notice. This Schedule is only an estimate and does not constitute a payoff balance. Please call if you want a payoff balance. Principal and interest varies based on the date the payment is posted. If you have recently made a payment, it may not be reflected in this Schedule.

**Prepared For:**

Jagdeep Sangha Transport Inc.

---

**Prepared By:**

TRANSOLUTIONS TRUCK CENTRES LTD.

---

Date: 18/05/2022

Quote ID: 276629

# **AGREEMENT TO FURNISH INSURANCE CONDITIONAL SALE CONTRACT**

**Daimler Truck Financial**

INSURANCE TO BE PROVIDED BY	
Agent's Name:	Insurance Co:
Address:	
Telephone:	
Policy Number:	Effective Date: From: To:

Coverage: ☐ Fire, Theft per vehicle ☒ DTF Named as Loss Payee? ☒ Yes ☐ No  
☐ Comprehensive per vehicle  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2022	FREIGHTLINER	CA 126	TRACTOR	3AKJHHDR2NSNE3045
2022	FREIGHTLINER	CA 126	TRACTOR	3AKJHHDR6NSNE3047
2022	FREIGHTLINER	CA 126	TRACTOR	3AKJHHDR8NSNE3048

BUYER	
Name: Jagdeep Sangha Transport Inc.	Date of Contract: 18/05/2022
Address: 23 Wild Brook Bay	Driver's License No:
WINNIPEG MB R2R1W4	Telephone: 2042981721

## **AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:

Daimler Truck Financial Services Canada Corporation, located at: 2680 Matheson Blvd. East, Suite 202 Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature: Lakhvir Saugha Date: MAY 18 2022  
 Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **DEALER CONFIRMATION**

Confirmed By: ☐ Agency ☐ Insurance Company Name of Contact: \_\_\_\_\_  
 Date: \_\_\_\_\_

Eh...  
 Dealer/Salesperson Signs

TRANSOLUTIONS TRUCK CENTRES LTD.  
 Name of Dealership

# CONDITIONAL SALE CONTRACT SECURITY AGREEMENT

Daimler Truck Financial

Quote ID: 276629 Date: 18/05/2022

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
	New	FREIGHTLINER	3AKJHDDR2NSNE3045	CA 126	2022	\$171,775.00
	New	FREIGHTLINER	3AKJHDDR6NSNE3047	CA 126	2022	\$171,775.00
	New	FREIGHTLINER	3AKJHDDR8NSNE3048	CA 126	2022	\$171,775.00
GARAGE LOCATION OF PROPERTY:						

	DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:		\$0.00
	NET TRADE-IN ALLOWANCE	\$0.00
	CASH DOWN PAYMENT	\$25,766.25
	TOTAL DOWN PAYMENT	\$25,766.25

## PAYMENT SCHEDULE

### BLENDED PAYMENTS

PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.

### NON-BLENDED PAYMENTS

PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN \_\_\_\_\_ MONTHLY PRINCIPAL INSTALLMENTS OF \_\_\_\_\_ EACH, BEGINNING \_\_\_\_\_ \* AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)

- ☐ ANNUAL RATE OF \_\_\_\_\_  
FINANCE CHARGES \_\_\_\_\_ (assumes installments are made as scheduled)  
☐ The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus \_\_\_\_\_ percentage points. The present ANNUAL RATE is \_\_\_\_\_ %.

THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.

\* IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONoured.

Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.

1	TOTAL CASH SALE PRICE	\$515,325.00
2	TOTAL DOWN PAYMENT	\$25,766.25
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$489,558.75
4	SALES TAX	\$25,802.25
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$515,361.00
	<input checked="" type="checkbox"/> (a) GAP WAIVER	\$10,450.44
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input checked="" type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$17,044.05
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$720.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$28,709.49
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$544,070.49
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 6.6 %	\$94,048.56
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$638,119.05

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS SECURITY INTEREST AND PURCHASER'S WARRANTY; Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to **Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**. After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial, and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.



7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

**13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**

#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial Services Canada Corporation (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: MAY 18 2022

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

Signature: 

(Authorized Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:

(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**



The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

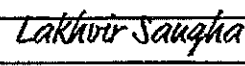
Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature:



Signature:



Title:

FINANCE MANAGER

Title:

PRESIDENT

Co-Buyer:

Signature:

Title:

# PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

**Daimler Truck Financial**

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial Services Canada Corporation ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of Payments Canada Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Debit Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective five (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature: Lakhvir Sangha Date: MAY 18 2022 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-877-340-8259 E-mail: [dtf@daimlertruck.com](mailto:dtf@daimlertruck.com)

NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-May-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

(the "Purchaser/Lessee")

Date of CSC or Lease: **18-May-22**

Description of Vehicle: Year/Make/Model/VIN

**2022 / Freightliner / Cascadia / 3AKJHHDR2NSNE3045**Addendum Fee: **\$8,728.41**Retail Sales Tax: **\$436.42**Total Addendum Fee: **\$9,164.83**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### Protection Limitations

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

### Proof of Loss

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.



- 
- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: E. Goettler

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: 

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-May-22

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-May-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**

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**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7**

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**(the "Purchaser/Lessee")**Date of CSC or Lease: **18-May-22**Description of Vehicle: Year/Make/Model/VIN  
**2022 / Freightliner / Cascadia / 3AKJHHR6NSNE3047**Addendum Fee: **\$8,728.41**Retail Sales Tax: **\$436.42**Total Addendum Fee: **\$9,164.83**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

##### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

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- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.

- 
- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: E. Goettler

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: 

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-May-22

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 18-May-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

(the "Purchaser/Lessee")

Date of CSC or Lease: 18-May-22Description of Vehicle: Year/Make/Model/VIN  
2022 / Freightliner / Cascadia / 3AKJHHDR8NSNE3048Addendum Fee: \$8,728.41Retail Sales Tax: \$436.42Total Addendum Fee: \$9,164.83

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

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Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

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Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

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Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
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### **Protection Limitations**

**1. Amount of Guaranteed Asset Protection per Vehicle:**

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

**2. Period of Guaranteed Asset Protection per Vehicle:**

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

**3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.**

**4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.**

**5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.**

**6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.**

**7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.**

**8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.**

**9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.**

### **Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.



- 
- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: E. Goettler

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: *Lakhvir Sangha*

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 18-May-22

**Transolutions Truck Centres Ltd.**

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

**Vehicle Invoice**

Date: 05-18-2022  
Invoice#: DE-01776  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# **9703**VENDOR GST/HST: **130330590RT0001**Vendor PST# **360739-9**

Stock#: NE3045 VIN:3AKJHHDR2NSNE3045

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 3505

3 YR TOWING UNLIMITED KMS \$1,200 CAP

5 YR CLUTCH 805,000 KMS

TC4 3 YR/805,000 KMS

Accident/Mechanical Down Time CA

\$5,410.81

Gap Protection CA

\$3,317.60

Air Tax CA

\$100.00

Price: **\$171,775.00**

Stock#: NE3047 VIN:3AKJHHDR6NSNE3047

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 3259

Air Tax CA

\$100.00

Gap Protection CA

\$3,317.60

Accident/Mechanical Down Time CA

\$5,410.81

3 YR TOWING UNLIMITED KMS \$1,200 CAP

5 YR CLUTCH 805,000 KMS

TC4 3 YR/805,000 KMS

Price: **\$171,775.00**

Stock#: NE3048 VIN:3AKJHHDR8NSNE3048

New 2022 FREIGHTLINER CA126

Colour: WHITE

Trim Level: LCV Leather Mileage: 3291

3 YR TOWING UNLIMITED KMS \$1,200 CAP

5 YR CLUTCH 805,000 KMS

TC4 3 YR/805,000 KMS

Accident/Mechanical Down Time CA

\$5,410.81

Gap Protection CA

\$3,317.60

Air Tax CA

\$100.00

Tire Stewardship: \$420.00

Subtotal: **\$542,230.23**GST/HST: **\$27,111.51**Total: **\$569,341.74**Down Payment: **-\$25,766.25***Lakhoir Sangha*

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

05-18-2022

Purchaser's Signature

Date

Manager



# Transolutions Truck Centres Ltd.

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

## Vehicle Invoice

Date: 05-18-2022  
Invoice#: DE-01776  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

Net Total: \$543,575.49

Remit To:  
Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

*Lakhvir Sangha*

Purchaser's Signature

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

05-18-2022

Date

Manager

*E. Mulla*

## ADDITIONAL TERMS AND CONDITIONS

### Delivery of Motor Vehicle

1. If the Motor Vehicle that is the subject of this Offer is not currently in stock with the Dealer, the Purchaser agrees that: a) The Dealer shall have until the requested delivery date shown in the Offer to deliver the Motor Vehicle to Purchaser by that date, unless the delay in delivering the Motor Vehicle is a result of manufacturing or transportation delays, strike, insurrection, or other causes beyond the control of the Dealer, Purchaser may terminate this Offer and Dealer shall forthwith return, in full, any deposit given by Purchaser and/or release any interest Dealer may have in any trade-in vehicle agreed to be taken as part of payment of the purchase for the Motor Vehicle. In the event of a delay in delivering the Motor Vehicle resulting from any of the causes noted above, Dealer shall have sixty (60) days from the date upon which the cause of the delay ends to deliver Motor Vehicle to Purchaser and if the Motor Vehicle is not delivered by the end of said sixty (60) day period, Dealer shall return any deposit given and/or release any interest in the Purchaser's trade-in as set out above; and b) Dealer may substitute exterior colour and/or interior trim for that selected by Purchaser in the event of manufacturing delays that might result in the Dealer being unable to deliver the Motor Vehicle by the requested delivery date down in the Offer.

### Deposit

2. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to retain the full amount of any deposit paid by Purchaser pursuant to this Offer as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the deposit, in the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Trade-In

3. The purchaser agrees that if the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle is not delivered to the Dealer on or before the acceptance of this Offer by the Dealer, Dealer may re-appraise the value of the trade-in where adverse changes have occurred between the date of its initial inspection by Dealer and the date of its delivery to Dealer and to pay the difference between the initial appraised value of the trade-in and its value upon re-appraisal, if any, forthwith in cash or at Purchaser's option Purchaser may pay in cash at the date of its delivery the amount of the final adjusted trade-in allowance and retain the trade-in.

4. In the event of there being any existing unpaid mortgage, lien, charge, note, claim or encumbrance of any kind or nature whatsoever against the vehicle taken in trade by the Dealer from the Purchaser, then the right of possession and ownership of the Motor Vehicle that is the subject of this Offer shall remain with the Dealer until the purchase price thereof including any cheque, bill or not therefor, or any part thereof is paid in full, and the Dealer may take possession of the same upon default.

5. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to immediately sell the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle and retain the sale proceeds (net of any rep costs and sales commission) as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer by virtue of the Purchaser's default, such retention of the said net sale proceeds shall not itself constitute a termination of this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the said net sale proceeds. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Delivery of Motor Vehicle

6. Purchaser acknowledges that she/he/it alone has selected the Motor Vehicle that is subject of this Offer based upon his/her/its own judgement and expressly disclaims any reliance upon any statements or representations made by the Dealer and Dealer's skill and/or judgement regarding any purpose for which the Motor Vehicle selected by Purchaser is required.

7. The Vendor does not warrant the model year of the Motor Vehicle described herein. The warrant, if any, stated on the reverse hereof and below to apply to the Motor Vehicle that is the subject of this Offer is the only warranty applicable to the Motor Vehicle and is in lieu of all other warranties whatsoever, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that Dealer will not be liable to Purchaser hereunder, or at law or equity for any liability, claim, loss, damage or expense caused directly or indirectly by the said Motor Vehicle or any deficiency or defect thereof or the operation, maintenance or repair thereof. Further, Dealer shall have no liability whatsoever (including, without limitation, liability for indirect consequential damages) arising from any latent, patent or other defect in the Motor Vehicle, including any fundamental breach, or other failure or performance or operation of the Motor Vehicle.

8. If any part of the purchase price for the Motor Vehicle that is the subject of this Offer is to be financed, this Offer may be accepted by Dealer tendering to Purchaser the standard time sale agreement form of a designated finance company or bank properly completed when the said Motor Vehicle is available for delivery to the Purchaser and that time sale agreement form plus this Offer shall prevail. The said time sale agreement shall be at the rates and on the terms current at the date of actual delivery of the Motor Vehicle.

9. As security for the due payment of all monies payable and the performance of all my obligations hereunder, Purchaser grants, assigns and conveys a Security Interest in the Motor Vehicle purchased hereunder, and the proceeds therefrom, to the Dealer. Purchaser hereby waives receipt of, and the right to receive, a copy of any financing statement to be registered under the Personal Property Security Act, or the verification statement with respect to such registration. Purchaser intends the security interest granted herein to attach and be effective immediately.

*Lakshvir Saugha* 2022-05-18  
Accepted by Purchaser Date Witness

10. If the Motor Vehicle that is the subject of this Offer is a used vehicle, Purchaser acknowledges that the rating of its general condition is provided by comparing its present selling price to the price of the same vehicle when new, except to those known defects known in this Offer. 11. This Offer constitutes the entire understanding or agreement between the Dealer and Purchaser and there is no understanding or agreement, oral or written, which is not set forth herein. This Offer is an irrevocable offer and may only be terminated in accordance with its terms and may be amended only by agreement in writing signed by the Dealer and Purchaser.

### New Vehicle Warranty/Demonstrator/Used Manufacturer's Warranty

12. Where the Motor Vehicle that is the subject of this Offer is a new vehicle, there are no warranties, express or implied, made by the Dealer or the manufacturer regarding the said Motor Vehicle except the printed manufacturer's new vehicle or demonstrator/used vehicle warranty delivered to Purchaser with the Motor Vehicle which shall apply and the same is hereby made a part hereof as though fully set forth herein. In the case of a used vehicle, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such.

*Lakshvir Saugha*  
(Duplicate - accepted by Dealer) (Original - accepted by Purchaser)



I have been advised of, and fully understand the benefits and features that have been presented to me, regarding the following options:

	<b>Purchased</b>	<b>Declined</b>
<b>Dealer Financing Options</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Dealer Leasing Options</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Gap Protection</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Down Payment Waiver</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Credit Life Insurance</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Accident &amp; Health Insurance</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Extended Engine Warranty</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Extended Chassis Warranty</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Accident Downtime Waiver</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Major Mechanical Downtime Waiver</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Serial# **3 UNITS**

JAGDEEP SANGHA TRANSPORT INC.

Buyer's Name (please print)

Buyer's Signature

Co-Buyer's Name (please print)

Co-Buyer's Signature

Dealership Signature

**MAY 18 2022**

Date

# Signature Certificate

Reference number: EZ6M5-QYXBG-OEGU8-AMNAG

## Signer

**Emily Goettler**

Email: egoettler@tstruck.ca

Sent:

Viewed:

Signed:

## Timestamp

18 May 2022 12:59:00 UTC

18 May 2022 12:59:41 UTC

18 May 2022 13:00:32 UTC

## Signature



IP address: 64.58.155.178

Location: Winnipeg, Canada

**Lakhvir Sangha**

Email: lakhasangha@yahoo.com

Sent:

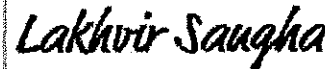
Viewed:

Signed:

18 May 2022 12:59:00 UTC

18 May 2022 13:12:21 UTC

18 May 2022 15:58:36 UTC



## Recipient Verification:

✓ Email verified

18 May 2022 13:12:21 UTC

IP address: 24.79.253.85

Location: Winnipeg, Canada

Document completed by all parties on

18 May 2022 15:58:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





## AMORTIZATION SCHEDULE

<b>Customer Name:</b>	Jagdeep Sangha Transport Inc.	<b>Date:</b>	31/10/2022
<b>Prepared By:</b>	TRANSOLUTIONS TRUCK CENTRES LTD.	<b>Finance Quote ID:</b>	293513
<b>Program Name:</b>	Flex Retail	<b>Term:</b>	48
<b>Payment Frequency:</b>	Monthly	<b>Total Amount Financed:</b>	\$ 483,632.13
<b>Payment Type:</b>	Irregular		
<b>APR:</b>	7.75%		

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
1	15/12/2022	\$11,251.56	\$6,630.55	\$4,621.01	\$477,001.58
2	15/01/2023	\$11,251.56	\$8,111.84	\$3,139.72	\$468,889.74
3	15/02/2023	\$11,251.56	\$8,165.24	\$3,086.32	\$460,724.50
4	15/03/2023	\$33,819.21	\$31,080.11	\$2,739.10	\$429,644.39
5	15/04/2023	\$11,251.56	\$8,423.56	\$2,828.00	\$421,220.83
6	15/05/2023	\$11,251.56	\$8,568.44	\$2,683.12	\$412,652.39
7	15/06/2023	\$11,251.56	\$8,535.40	\$2,716.16	\$404,116.99
8	15/07/2023	\$11,251.56	\$8,677.39	\$2,574.17	\$395,439.60
9	15/08/2023	\$11,251.56	\$8,648.70	\$2,602.86	\$386,790.90
10	15/09/2023	\$11,251.56	\$8,705.63	\$2,545.93	\$378,085.27
11	15/10/2023	\$11,251.56	\$8,843.21	\$2,408.35	\$369,242.06
12	15/11/2023	\$11,251.56	\$8,821.14	\$2,430.42	\$360,420.92
13	15/12/2023	\$11,251.56	\$8,955.73	\$2,295.83	\$351,465.19
14	15/01/2024	\$11,251.56	\$8,941.21	\$2,310.35	\$342,523.98
15	15/02/2024	\$11,251.56	\$9,003.16	\$2,248.40	\$333,520.82
16	15/03/2024	\$11,251.56	\$9,203.51	\$2,048.05	\$324,317.31
17	15/04/2024	\$11,251.56	\$9,122.67	\$2,128.89	\$315,194.64
18	15/05/2024	\$11,251.56	\$9,249.30	\$2,002.26	\$305,945.34
19	15/06/2024	\$11,251.56	\$9,243.27	\$2,008.29	\$296,702.07
20	15/07/2024	\$11,251.56	\$9,366.77	\$1,884.79	\$287,335.30
21	15/08/2024	\$11,251.56	\$9,365.43	\$1,886.13	\$277,969.87
22	15/09/2024	\$11,251.56	\$9,426.91	\$1,824.65	\$268,542.96
23	15/10/2024	\$11,251.56	\$9,545.65	\$1,705.91	\$258,997.31
24	15/11/2024	\$11,251.56	\$9,551.45	\$1,700.11	\$249,445.86
25	15/12/2024	\$11,251.56	\$9,666.97	\$1,584.59	\$239,778.89
26	15/01/2025	\$11,251.56	\$9,675.52	\$1,576.04	\$230,103.37
27	15/02/2025	\$11,251.56	\$9,736.98	\$1,514.58	\$220,366.39
28	15/03/2025	\$11,251.56	\$9,941.44	\$1,310.12	\$210,424.95
29	15/04/2025	\$11,251.56	\$9,866.50	\$1,385.06	\$200,558.45
30	15/05/2025	\$11,251.56	\$9,974.03	\$1,277.53	\$190,584.42
31	15/06/2025	\$11,251.56	\$9,997.10	\$1,254.46	\$180,587.32
32	15/07/2025	\$11,251.56	\$10,101.24	\$1,150.32	\$170,486.08
33	15/08/2025	\$11,251.56	\$10,129.39	\$1,122.17	\$160,356.69
34	15/09/2025	\$11,251.56	\$10,196.06	\$1,055.50	\$150,160.63
35	15/10/2025	\$11,251.56	\$10,295.06	\$956.50	\$139,865.57



Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
36	15/11/2025	\$11,251.56	\$10,330.94	\$920.62	\$129,534.63
37	15/12/2025	\$11,251.56	\$10,426.44	\$825.12	\$119,108.19
38	15/01/2026	\$11,251.56	\$10,467.57	\$783.99	\$108,640.62
39	15/02/2026	\$11,251.56	\$10,536.47	\$715.09	\$98,104.15
40	15/03/2026	\$11,251.56	\$10,668.31	\$583.25	\$87,435.84
41	15/04/2026	\$11,251.56	\$10,676.04	\$575.52	\$76,759.80
42	15/05/2026	\$11,251.56	\$10,762.61	\$488.95	\$65,997.19
43	15/06/2026	\$11,251.56	\$10,817.15	\$434.41	\$55,180.04
44	15/07/2026	\$11,251.56	\$10,900.07	\$351.49	\$44,279.97
45	15/08/2026	\$11,251.56	\$10,960.10	\$291.46	\$33,319.87
46	15/09/2026	\$11,251.56	\$11,032.24	\$219.32	\$22,287.63
47	15/10/2026	\$11,251.56	\$11,109.59	\$141.97	\$11,178.04
48	15/11/2026	\$11,251.56	\$11,177.98	\$73.58	\$0.06
Total		\$562,642.53	\$483,632.07	\$79,010.46	

This is a quotation only. Rates, residuals, payment, terms and conditions are subject to verification and approval. Rates, residuals and terms are subject to change without notice. This Schedule is only an estimate and does not constitute a payoff balance. Please call if you want a payoff balance. Principal and interest varies based on the date the payment is posted. If you have recently made a payment, it may not be reflected in this Schedule.

**Prepared For:**

Jagdeep Sangha Transport Inc.

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**Prepared By:**

TRANSOLUTIONS TRUCK CENTRES LTD.

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Date: 31/10/2022

Quote ID: 293513

# **AGREEMENT TO FURNISH INSURANCE CONDITIONAL SALE CONTRACT**

**Daimler Truck Financial**

INSURANCE TO BE PROVIDED BY			
Agent's Name:		Insurance Co:	
Address:			
Policy Number:		Effective Date: From: To:	
Telephone:			

Coverage: ☐ Fire, Theft per vehicle ☐ Comprehensive per vehicle ☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

DTF Named as Loss Payee? ☒ Yes ☐ No

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2023	FREIGHTLINER	CA 126	TRACTOR	3AKJHHDRXPSUL8700
2023	FREIGHTLINER	CA 126	TRACTOR	3AKJHHDR1PSUL8701

BUYER			
Name: Jagdeep Sangha Transport Inc.		Date of Contract: 31/10/2022	
Address: 23 Wild Brook Bay		Driver's License No:	
WINNIPEG	MB	R2R1W4	Telephone: 2042981721

## **AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:


Daimler Truck Financial Services Canada Corporation, located at: 2680 Matheson Blvd. East, Suite 202 Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature: Lakhvir Sangha Date: Oct 21 2022

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DEALER CONFIRMATION	
Confirmed By: <input type="checkbox"/> Agency <input type="checkbox"/> Insurance Company	Name of Contact: _____
	Date: _____

  
Dealer/Salesperson Signe

TRANSOLUTIONS TRUCK CENTRES LTD.

Name of Dealership

# **CONDITIONAL SALE CONTRACT SECURITY AGREEMENT**

**Daimler Truck Financial**

Quote ID: 293513 Date: 31/10/2022

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
	New	FREIGHTLINER	3AKJHHRXPSUL8700	CA 126	2023	\$225,436.50
	New	FREIGHTLINER	3AKJHHR1PSUL8701	CA 126	2023	\$225,436.50

GARAGE LOCATION OF PROPERTY:						
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	DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:		\$0.00
	NET TRADE-IN ALLOWANCE	\$0.00
	CASH DOWN PAYMENT	\$0.00
	TOTAL DOWN PAYMENT	\$0.00

## **PAYMENT SCHEDULE**

### **BLENDED PAYMENTS**

PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.

### **NON-BLENDED PAYMENTS**

PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN \_\_\_\_\_ MONTHLY PRINCIPAL INSTALLMENTS OF \_\_\_\_\_ EACH, BEGINNING \_\_\_\_\_ \* AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)

- ☐ ANNUAL RATE OF \_\_\_\_\_  
 FINANCE CHARGES \_\_\_\_\_ (assumes installments are made as scheduled)  
☐ The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus \_\_\_\_\_ percentage points. The present ANNUAL RATE is \_\_\_\_\_ %.

THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.

\*IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONOURD.  
 Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.

1	TOTAL CASH SALE PRICE	\$450,873.00
2	TOTAL DOWN PAYMENT	\$0.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$450,873.00
4	SALES TAX	\$22,667.65
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$473,440.65
	<input checked="" type="checkbox"/> (a) GAP WAIVER	\$9,216.48
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$0.00
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$480.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$10,191.48
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$483,632.13
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 7.75%	\$79,010.40
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$562,642.53

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS  
**SECURITY INTEREST AND PURCHASER'S WARRANTY:** Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to **Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**. After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial, and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.

7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

**13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**

#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial Services Canada Corporation (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: Oct 31 2022

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

Signature: 

(Authorized Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:

(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**

**RETAIL PAYMENT SCHEDULE ADDENDUM****Daimler Truck Financial**Quote ID: 293513Buyer: Jagdeep Sangha Transport Inc.Contract Date: 31/10/2022Term: 48

Co-Buyer (if any): \_\_\_\_\_

Buyer and Co-Buyer (if any), jointly and severally, promise to pay Seller or its assignee the TOTAL OF PAYMENTS as described below:

Date (dd/mm/yyyy)	Payment	Date	Payment	Date	Payment
15/12/2022	\$11,251.56	15/12/2023	\$11,251.56	15/12/2024	\$11,251.56
15/01/2023	\$11,251.56	15/01/2024	\$11,251.56	15/01/2025	\$11,251.56
15/02/2023	\$11,251.56	15/02/2024	\$11,251.56	15/02/2025	\$11,251.56
15/03/2023	\$33,819.21	15/03/2024	\$11,251.56	15/03/2025	\$11,251.56
15/04/2023	\$11,251.56	15/04/2024	\$11,251.56	15/04/2025	\$11,251.56
15/05/2023	\$11,251.56	15/05/2024	\$11,251.56	15/05/2025	\$11,251.56
15/06/2023	\$11,251.56	15/06/2024	\$11,251.56	15/06/2025	\$11,251.56
15/07/2023	\$11,251.56	15/07/2024	\$11,251.56	15/07/2025	\$11,251.56
15/08/2023	\$11,251.56	15/08/2024	\$11,251.56	15/08/2025	\$11,251.56
15/09/2023	\$11,251.56	15/09/2024	\$11,251.56	15/09/2025	\$11,251.56
15/10/2023	\$11,251.56	15/10/2024	\$11,251.56	15/10/2025	\$11,251.56
15/11/2023	\$11,251.56	15/11/2024	\$11,251.56	15/11/2025	\$11,251.56

Date	Payment	Date	Payment	Date	Payment
15/12/2025	\$11,251.56				
15/01/2026	\$11,251.56				
15/02/2026	\$11,251.56				
15/03/2026	\$11,251.56				
15/04/2026	\$11,251.56				
15/05/2026	\$11,251.56				
15/06/2026	\$11,251.56				
15/07/2026	\$11,251.56				
15/08/2026	\$11,251.56				
15/09/2026	\$11,251.56				
15/10/2026	\$11,251.56				
15/11/2026	\$11,251.56				

Date	Payment	Date	Payment	Date	Payment



The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_



Title: \_\_\_\_\_

FINANCE MANAGER

Title: \_\_\_\_\_

PRESIDENT

Co-Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**GAP ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 31-Oct-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**

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JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

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(the "Purchaser/Lessee")

Date of CSC or Lease: **31-Oct-22**

Description of Vehicle/Equipment: Year/Make/Model/VIN

**2023 / Freightliner / Cascadia / 3AKJHHDRXPSUL8700**Addendum Fee: **\$4,388.80**Retail Sales Tax: **\$219.44**Total Addendum Fee: **\$4,608.24**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle/Equipment described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle/Equipment described in the Loan/Lease, the operator of such Vehicle/Equipment and the driver of such Vehicle/Equipment are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle/Equipment.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle/Equipment under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle/Equipment described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle/Equipment as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle/Equipment in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle/Equipment under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle/Equipment described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle/Equipment. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle/Equipment, provided that the replacement Vehicle/Equipment is arranged through Daimler Truck Financial.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle/Equipment described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

#### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle/Equipment:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or  
(b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle/Equipment shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle/Equipment:
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The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
  - (b) The initial 72 months of the term of the Loan/Lease.
3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle/Equipment.
  4. Amount of Downtime Protection per Vehicle/Equipment shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.
  5. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles/equipment being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

**Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/Equipment.
- c. Copy of Vehicle/Equipment certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components and the cost to repair, and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.
- g. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim in writing no more than 30 days after the potential claim occurred. Any claims reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle/Equipment is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: E. GOETTLER

ACCEPTED FOR AND BY THE PURCHASER LESSEE:

By: 

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 31-Oct-22

**GAP ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 31-Oct-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

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**And  
Purchaser/Lessee  
Name, Address**

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**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7**

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**(the "Purchaser/Lessee")**Date of CSC or Lease: **31-Oct-22**Description of Vehicle/Equipment: Year/Make/Model/VIN  
**2023 / Freightliner / Cascadia / 3AKJHHDR1PSUL8701**Addendum Fee: **\$4,388.80**Retail Sales Tax: **\$219.44**Total Addendum Fee: **\$4,608.24**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle/Equipment described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle/Equipment described in the Loan/Lease, the operator of such Vehicle/Equipment and the driver of such Vehicle/Equipment are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle/Equipment.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle/Equipment under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle/Equipment described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle/Equipment as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle/Equipment in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle/Equipment under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle/Equipment described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle/Equipment. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle/Equipment, provided that the replacement Vehicle/Equipment is arranged through Daimler Truck Financial.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle/Equipment described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

#### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle/Equipment:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle/Equipment shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle/Equipment:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
  - (b) The initial 72 months of the term of the Loan/Lease.
3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle/Equipment.
  4. Amount of Downtime Protection per Vehicle/Equipment shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.
  5. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles/equipment being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

**Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/Equipment.
- c. Copy of Vehicle/Equipment certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components and the cost to repair, and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.
- g. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim in writing no more than 30 days after the potential claim occurred. Any claims reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle/Equipment is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

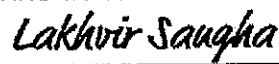
SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: E. GOETTLER

ACCEPTED FOR AND BY THE PURCHASER LESSEE:

By: 

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 31-Oct-22

# PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

**Daimler Truck Financial**

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial Services Canada Corporation ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of Payments Canada Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Debit Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective five (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filling a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature: Lakhvir Sangha Date: Oct 31 2022 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-877-340-8259 E-mail: [dtf@daimlertruck.com](mailto:dtf@daimlertruck.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**





# Transolutions Truck Centres Ltd.

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

## Vehicle Invoice

Date: 10/31/2022  
Invoice#: DE-02433  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

Stock#: UL8700 VIN:3AKJHHDRXPSUL8700  
New 2023 FREIGHTLINER CA126  
Colour: CANDY APPLE RED MET.

Mileage: 3204  
Gap Protection CA \$4,388.80  
Air Tax CA \$100.00  
3 YR 805KM TC4 \$8125  
Towing 4yr/ \$1200 Cap: \$2380

Price: \$225,187.00

Stock#: UL8701 VIN:3AKJHHDR1PSUL8701  
New 2023 FREIGHTLINER CA126  
Colour: CANDY APPLE RED MET.

Mileage: 23  
TC4 3 YR 805,000 KM \$8,125  
Towing 4yr/ \$1200 Cap: \$2,380  
Air Tax CA \$100.00  
Gap Protection CA \$4,388.80

Price: \$225,187.00

Tire Stewardship: \$280.00  
Admin Fee: \$499.00  
Subtotal: \$460,130.60  
GST/HST: \$23,006.53  
Total: \$483,137.13

Remit To:  
Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

*Lakhvir Sangha*

Purchaser's Signature

10/31/2022

Date

Manager

*E. Miller*



I have been advised of, and fully understand the benefits and features that have been presented to me, regarding the following options:

	Purchased	Declined
Dealer Financing Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dealer Leasing Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gap Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Down Payment Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Life Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accident & Health Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Engine Warranty	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Chassis Warranty	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accident Downtime Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Major Mechanical Downtime Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Serial# 3AKJHHDRXPSUL8700-01

JAGDEEP SANGHA TRANSPORT INC.

Buyer's Name (please print)

*Lakhvir Sangha*

Buyer's Signature

Co-Buyer's Name (please print)

Co-Buyer's Signature

*[Signature]*

Dealership Signature

OCT 31 2022

Date

## ADDITIONAL TERMS AND CONDITIONS

### Delivery of Motor Vehicle

1. If the Motor Vehicle that is the subject of this Offer is not currently in stock with the Dealer, the Purchaser agrees that: a) The Dealer shall have until the requested delivery date shown in the Offer to deliver the Motor Vehicle to Purchaser by that date, unless the delay in delivering the Motor Vehicle is a result of manufacturing or transportation delays, strike, insurrection, or other causes beyond the control of the Dealer, Purchaser may terminate this Offer and Dealer shall forthwith return, in full, any deposit given by Purchaser and/or release any interest Dealer may have in any trade-in vehicle agreed to be taken as part of payment of the purchase for the Motor Vehicle. In the event of a delay in delivering the Motor Vehicle resulting from any of the causes noted above, Dealer shall have sixty (60) days from the date upon which the cause of the delay ends to deliver Motor Vehicle to Purchaser and if the Motor Vehicle is not delivered by the end of said sixty (60) day period, Dealer shall return any deposit given and/or release any interest in the Purchaser's trade-in as set out above; and b) Dealer may substitute exterior colour and/or interior trim for that selected by Purchaser in the event of manufacturing delays that might result in the Dealer being unable to deliver the Motor Vehicle by the requested delivery date down in the Offer.

### Deposit

2. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to retain the full amount of any deposit paid by Purchaser pursuant to this Offer as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the deposit. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Trade-In

3. The purchaser agrees that if the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle is not delivered to the Dealer on or before the acceptance of this Offer by the Dealer, Dealer may re-appraise the value of the trade-in where adverse changes have occurred between the date of its initial inspection by Dealer and the date of its delivery to Dealer and to pay the difference between the initial appraised value of the trade-in and its value upon re-appraisal, if any, forthwith in cash or at Purchaser's option Purchaser may pay in cash at the date of its delivery the amount of the final adjusted trade-in allowance and retain the trade-in.

4. In the event of there being any existing unpaid mortgage, lien, charge, note, claim or encumbrance of any kind or nature whatsoever against the vehicle taken in trade by the Dealer from the Purchaser, then the right of possession and ownership of the Motor Vehicle that is the subject of this Offer shall remain with the Dealer until the purchase price thereof including any cheque, bill or not therefor, or any part thereof is paid in full, and the Dealer may take possession of the same upon default.

5. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to immediately sell the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle and retain the sale proceeds (net of any rep costs and sales commission) as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer by virtue of the Purchaser's default, such retainer of the said net sale proceeds shall not itself constitute a termination of this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the said net sale proceeds. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Delivery of Motor Vehicle

6. Purchaser acknowledges that she/he/it alone has selected the Motor Vehicle that is subject of this Offer based upon his/her/its own judgement and expressly disclaims any reliance upon any statements or representations made by the Dealer and Dealer's skill and/or judgement regarding any purpose for which the Motor Vehicle selected by Purchaser is required.

7. The Vendor does not warrant the model year of the Motor Vehicle described herein. The warrant, if any, stated on the reverse hereof and below to apply to the Motor Vehicle that is the subject of this Offer is the only warranty applicable to the Motor Vehicle and is in lieu of all other warranties whatsoever, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that Dealer will not be liable to Purchaser hereunder, or at law or equity for any liability, claim, loss, damage or expense caused directly or indirectly by the said Motor Vehicle or any deficiency or defect thereof or the operation, maintenance or repair thereof. Further, Dealer shall have no liability whatsoever (including, without limitation, liability for indirect consequential damages) arising from any latent, patent or other defect in the Motor Vehicle, including any fundamental breach, or other failure or performance or operation of the Motor Vehicle.

8. If any part of the purchase price for the Motor Vehicle that is the subject of this Offer is to be financed, this Offer may be accepted by Dealer tendering to Purchaser the standard time sale agreement form of a designated finance company or bank properly completed when the said Motor Vehicle is available for delivery to the Purchaser and that time sale agreement form plus this Offer shall prevail. The said time sale agreement shall be at the rates and on the terms current at the date of actual delivery of the Motor Vehicle.

9. As security for the due payment of all monies payable and the performance of all my obligations hereunder, Purchaser grants, assigns and conveys a Security Interest in the Motor Vehicle purchased hereunder, and the proceeds therefrom, to the Dealer. Purchaser hereby waives receipt of, and the right to receive, a copy of any financing statement to be registered under the Personal Property Security Act, or the verification statement with respect to such registration. Purchaser intends the security interest granted herein to attach and be effective immediately.

*Lakhvir Saugha*

Accepted by Purchaser

Date

Witness

10. If the Motor Vehicle that is the subject of this Offer is a used vehicle, Purchaser acknowledges that the rating of its general condition is provided by comparing its present selling price to the price of the same vehicle when new, except to those known defects known in this Offer. 11. This Offer constitutes the entire understanding or agreement between the Dealer and Purchaser and there is no understanding or agreement, oral or written, which is not set forth herein. This Offer is an irrevocable offer and may only be terminated in accordance with its terms and may be amended only by agreement in writing signed by the Dealer and Purchaser.

### New Vehicle Warranty/Demonstrator/Used Manufacturer's Warranty

12. Where the Motor Vehicle that is the subject of this Offer is a new vehicle, there are no warranties, express or implied, made by the Dealer or the manufacturer regarding the said Motor Vehicle except the printed manufacturer's new vehicle or demonstrator/used vehicle warranty delivered to Purchaser with the Motor Vehicle which shall apply and the same is hereby made a part hereof as though fully set forth herein. In the case of a used vehicle, the applicability of an existing warranty, if any, shall be determined solely by the terms of such

*Lakhvir Saugha*

*Lakhvir Saugha*

(Duplicate - accepted by Dealer)

(Original - accepted by Purchaser)

# Signature Certificate

Reference number: VFEE6-WGMYP-VBRUI-XJNP8

## Signer

## Timestamp

## Signature

**Emily Goettler**

Email: egoettler@lstruck.ca

Sent:

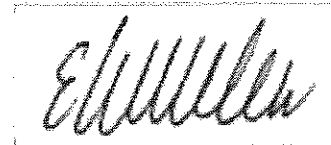
31 Oct 2022 22:54:49 UTC

Viewed:

31 Oct 2022 22:54:51 UTC

Signed:

31 Oct 2022 22:55:51 UTC



IP address: 64.4.83.66

Location: Winnipeg, Canada

**Lakhvir Sangha**

Email: lakhasangha@yahoo.com

Sent:

31 Oct 2022 22:54:49 UTC

Viewed:

01 Nov 2022 15:58:05 UTC

Signed:

01 Nov 2022 15:59:48 UTC



## Recipient Verification:

✓ Email verified

01 Nov 2022 15:58:05 UTC

IP address: 24.79.253.85

Location: Winnipeg, Canada

Document completed by all parties on:

01 Nov 2022 15:59:48 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





**Prepared For:**

Jagdeep Sangha Transport Inc.

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**Prepared By:**

TRANSOLUTIONS TRUCK CENTRES LTD.

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Date: 20/12/2022

Quote ID: 297543

# CONDITIONAL SALE CONTRACT SECURITY AGREEMENT

Daimler Truck Financial

Quote ID: 297543 Date: 20/12/2022

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
	New	FREIGHTLINER	3AKJHHDR9PSUL8705	CASCADIA 126	2022	\$227,437.00
	New	FREIGHTLINER	3AKJHHDR0PSUL8706	CASCADIA 126	2022	\$227,437.00

GARAGE LOCATION OF PROPERTY:

DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:	\$0.00
NET TRADE-IN ALLOWANCE	\$0.00
CASH DOWN PAYMENT	\$0.00
TOTAL DOWN PAYMENT	\$0.00

## PAYMENT SCHEDULE

<b>BLENDED PAYMENTS</b>	
PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.	
<b>NON-BLENDED PAYMENTS</b>	
PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN _____ MONTHLY PRINCIPAL INSTALLMENTS OF _____ EACH, BEGINNING _____ * AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)	
<input type="checkbox"/>	ANNUAL RATE OF _____ FINANCE CHARGES _____ (assumes installments are made as scheduled)
<input type="checkbox"/>	The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus _____ percentage points. The present ANNUAL RATE is _____ %.
THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.	

\*IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

<p>PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$25 FOR EACH PAYMENT WHICH IS DISHONoured.</p> <p>Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.</p>
--

1	TOTAL CASH SALE PRICE	\$454,874.00
2	TOTAL DOWN PAYMENT	\$0.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$454,874.00
4	SALES TAX	\$22,767.70
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$477,641.70
	<input checked="" type="checkbox"/> (a) GAP WAIVER	\$9,959.04
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input checked="" type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$16,232.42
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$495.00
	(j) OTHER _____	\$480.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$27,166.46
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$504,808.16
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 7.89%	\$105,336.14
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$610,144.30

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS SECURITY INTEREST AND PURCHASER'S WARRANTY: Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

## Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to **Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**. After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial, and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.



7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

**13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**

#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial Services Canada Corporation (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: 20th DEC, 2022

Signature: \_\_\_\_\_

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**

Quote ID: 297543

**Buyer:** Jagdeep Sangha Transport Inc.

Contract Date: 20/12/2022

Term: 60

Co-Buyer (if any):

Buyer and Co-Buyer (if any), jointly and severally, promise to pay Seller or its assignee the TOTAL OF PAYMENTS as described below:

Date (dd/mm/yyyy)	Payment	Date	Payment	Date	Payment
03/02/2023	\$9,789.61	03/02/2024	\$9,789.61	03/02/2025	\$9,789.61
03/03/2023	\$9,789.61	03/03/2024	\$9,789.61	03/03/2025	\$9,789.61
03/04/2023	\$9,789.61	03/04/2024	\$9,789.61	03/04/2025	\$9,789.61
03/05/2023	\$32,557.31	03/05/2024	\$9,789.61	03/05/2025	\$9,789.61
03/06/2023	\$9,789.61	03/06/2024	\$9,789.61	03/06/2025	\$9,789.61
03/07/2023	\$9,789.61	03/07/2024	\$9,789.61	03/07/2025	\$9,789.61
03/08/2023	\$9,789.61	03/08/2024	\$9,789.61	03/08/2025	\$9,789.61
03/09/2023	\$9,789.61	03/09/2024	\$9,789.61	03/09/2025	\$9,789.61
03/10/2023	\$9,789.61	03/10/2024	\$9,789.61	03/10/2025	\$9,789.61
03/11/2023	\$9,789.61	03/11/2024	\$9,789.61	03/11/2025	\$9,789.61
03/12/2023	\$9,789.61	03/12/2024	\$9,789.61	03/12/2025	\$9,789.61
03/01/2024	\$9,789.61	03/01/2025	\$9,789.61	03/01/2026	\$9,789.61

Date	Payment	Date	Payment	Date	Payment
03/02/2026	\$9,789.61	03/02/2027	\$9,789.61		
03/03/2026	\$9,789.61	03/03/2027	\$9,789.61		
03/04/2026	\$9,789.61	03/04/2027	\$9,789.61		
03/05/2026	\$9,789.61	03/05/2027	\$9,789.61		
03/06/2026	\$9,789.61	03/06/2027	\$9,789.61		
03/07/2026	\$9,789.61	03/07/2027	\$9,789.61		
03/08/2026	\$9,789.61	03/08/2027	\$9,789.61		
03/09/2026	\$9,789.61	03/09/2027	\$9,789.61		
03/10/2026	\$9,789.61	03/10/2027	\$9,789.61		
03/11/2026	\$9,789.61	03/11/2027	\$9,789.61		
03/12/2026	\$9,789.61	03/12/2027	\$9,789.61		
03/01/2027	\$9,789.61	03/01/2028	\$9,789.61		

Date	Payment	Date	Payment	Date	Payment

The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature: \_\_\_\_\_

FINANCE MANAGER

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

*Lakhvir Sangha*

PRESIDENT

Title: \_\_\_\_\_

Co-Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

**Daimler Truck Financial**

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial Services Canada Corporation ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of Payments Canada Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Debit Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective five (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature: Lakhvir Sangha Date: 20th DEC, 2022 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-877-340-8259 E-mail: [dtf@daimlertruck.com](mailto:dtf@daimlertruck.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 20-Dec-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

And

**Purchaser/Lessee  
Name, Address**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

(the "Purchaser/Lessee")

Date of CSC or Lease: **20-Dec-22**Description of Vehicle: Year/Make/Model/VIN  
**2023 / Freightliner / Cascadia / 3AKJHHDR0PSUL8706**Addendum Fee: **\$12,472.12**Retail Sales Tax: **\$623.61**Total Addendum Fee: **\$13,095.73**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

### **Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.



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- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By:  \_\_\_\_\_

Name: M. MANWAL

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: Lakhvir Sangha

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 20-Dec-22

**GAP, ACCIDENT AND MECHANICAL DOWNTIME ADDENDUM TO LOAN/LEASE AGREEMENTS**Date: 20-Dec-22

Between

**Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**

And

**Purchaser/Lessee  
Name, Address**JAGDEEP SANGHA TRANSPORT INC., 23 WILDBROOK BAY, WINNIPEG, MB R2R 1R7

(the "Purchaser/Lessee")

Date of CSC or Lease: **20-Dec-22**

Description of Vehicle: Year/Make/Model/VIN

**2023 / Freightliner / Cascadia / 3AKJHHR9PSUL8705**Addendum Fee: **\$12,472.12**Retail Sales Tax: **\$623.61**Total Addendum Fee: **\$13,095.73**

This Addendum is attached to and forms part of the above referenced Conditional Sale Contract or Lease Agreement ("Loan/Lease") and is issued concurrently with such Loan/Lease.

**USE DECLARATION**

The Purchaser/Lessee states that:

1. The Vehicle described in the Loan/Lease is solely used for commercial purposes; and
2. For each Vehicle described in the Loan/Lease, the operator of such Vehicle and the driver of such Vehicle are registered and/or licensed as required with the local governmental authorities to operate a commercial Vehicle.

**GUARANTEED ASSET PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Guaranteed Asset Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that:

1. A Vehicle described in the Loan/Lease is damaged beyond repair or stolen, and not recovered within 20 days from the date the police report is filed, and subsequently deemed by the primary automobile insurance carrier to be a total loss/write-off ("Total Loss/Write-Off"); and
2. The net difference amount resulting from the following calculation is a negative amount and thereby payable by the Purchaser/Lessee to Daimler Truck Financial:
  - a. (the actual cash value of such Vehicle as determined by the primary automobile insurer in accordance with a national or regional guide, such as Canadian Black Book Guide or other market valuation manual, at the time of the damage or theft)

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Less

- b. (the early termination value of such Vehicle in accordance with the provisions of the Loan/Lease on the date of the damage or theft, less any delinquent payments and all past due charges, fines, costs or other miscellaneous expenses or fees payable under the Loan/Lease on the date of the damage or theft)

then the Guaranteed Asset Protection provided by this Addendum shall cover the net difference amount subject to all Protection Limitations below. Once a Proof of Loss as listed below is provided to Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., and all conditions of this Addendum are found to be met, a payment will be made by Daimler Truck Financial to the Purchaser/Lessee's account.

#### **DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged beyond repair or stolen, not recovered within 20 days, and subsequently deemed a Total Loss/Write-off; this Addendum will reimburse the Purchaser/Lessee toward the rental of a substitute Vehicle. The Downtime Protection begins the day the Purchaser/Lessee ceases to receive a rental indemnity from their primary automobile insurer, subject to all Protection Limitations below.

Once a Proof of Loss as listed below is provided to Daimler Truck Financial, payment by the primary insurer has been made, and all conditions of this agreement are found to be met, Daimler Truck Financial will credit the Purchaser/Lessee's account towards the purchase of another Vehicle, provided that the replacement Vehicle is arranged through Daimler Truck Financial.

#### **MAJOR MECHANICAL BREAKDOWN/ACCIDENT DOWNTIME PROTECTION**

Daimler Truck Financial hereby provides the Purchaser/Lessee with Major Mechanical Breakdown/Accident Downtime Protection per Vehicle under the Loan/Lease as follows:

Subject to compliance with and satisfaction of the Use Declaration above and all Protection Conditions below in the event that the Vehicle described in the Loan/Lease is damaged by either an accident or event for which coverage is not deemed a Total Loss/Write-Off by the primary automobile insurer, or suffers damage to the power train (motor), transmission or drive train assembly (as defined by the manufacturer's warranty) of the Vehicle rendering it inoperative and where such Vehicle is, at the time of damage, not more than five (5) years old based on the vehicle's date of manufacture, and which does not include any computer malfunction rendering the Vehicle inoperative ("Major Mechanical Breakdown/Accident"); this Addendum will be applied as a credit towards the Loan/Lease payments subject to all Protection Limitations below.

#### **Protection Conditions**

1. The primary automobile insurance to be maintained by the Purchaser/Lessee in accordance with the provisions of the Loan/Lease is in full force and in effect at the time of the Total Loss/Write-off.
2. The Purchaser/Lessee is not in default in accordance with the provisions of the Loan/Lease.
3. The Vehicle described in the Loan/Lease shall be deemed a Total Loss/Write-Off where the cost of repair exceeds its actual cash value at the time of the damage or theft.
4. The terms of this Addendum shall not apply if the Purchaser/Lessee terminates the Loan/Lease prior to the expiration of the Loan/Lease.
5. The Addendum Fee is non-refundable.
6. This Addendum may be transferred to another Purchaser/Lessee only with written notice provided by Daimler Truck Financial.

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### **Protection Limitations**

1. Amount of Guaranteed Asset Protection per Vehicle:

The amount of protection provided by this Addendum shall be the lesser of:

- (a) The net difference amount calculated as per this Addendum; or
- (b) \$100,000.

This amount shall include the Purchaser/Lessee's deductible as stated in the Purchaser/Lessee's primary automobile insurance, subject to a maximum of \$5,000. In order to qualify for this deductible reimbursement, it is understood that such Vehicle shall be replaced within a six-month period from the date of the Total Loss/Write-Off.

2. Period of Guaranteed Asset Protection per Vehicle:

The period during which protection is provided by this Addendum shall be the lesser of:

- (a) The term of the Loan/Lease; or
- (b) The initial 72 months of the term of the Loan/Lease.

3. The capital cost of the Loan/Lease does not exceed \$400,000 per single Vehicle.

4. Amount of Downtime Protection per Vehicle shall be a maximum amount of \$150 per day, to a maximum of \$1,000 per week, to a maximum aggregate total of \$4,000, including taxes.

5. Major Mechanical Breakdown/Accident Downtime Protection excludes trucks other than Class 3, Class 4, Class 5, Class 6, Class 7, or Class 8.

6. Major Mechanical Breakdown/Accident Downtime Protection shall be applied as a credit towards the Loan/Lease payments for a maximum of \$160 per day, not to exceed \$12,000 or 75 days, whichever is less, per Major Mechanical Breakdown/Accident. The credit will not be applied for the first three (3) days during which the Vehicle is in the repair facility. The three-day waiting period commences at the time the Purchaser/Lessee receives a written estimate for the repair of the Vehicle. All repairs must be completed no later than six (6) months from the date of damage.

7. The maximum total benefit for Major Mechanical Breakdown/Accident Downtime Protection is \$25,000.

8. The credit transaction for Major Mechanical Breakdown/Accident Downtime Protection will only be provided once all repairs for the Vehicle have been completed.

9. This Addendum does not apply to a Total Loss/Write-Off resulting from: repossession; confiscation by civil authorities or the government; intentional, dishonest, fraudulent, criminal or illegal acts; and vehicles being held as security under any wholesale, floorplan or like financing to a dealership. This Addendum does not apply in the event that any primary automobile insurance carrier denies coverage.

### **Proof of Loss**

- a. Copy of the Loan/Lease.
- b. Copy of the original bill of sale pertaining to the Vehicle/.
- c. Copy of Vehicle certificate of primary automobile insurance.
- d. Copy of the Purchaser/Lessee's primary automobile insurer's total loss settlement statement for such loss. This is the physical damage insurance adjuster's report detailing components, the cost to repair and should clearly state the physical damage deductible paid by the Purchaser/Lessee.
- e. Copy of the police report.
- f. Copy of primary automobile insurer's actual cash value calculations.

- g. For Major Mechanical Breakdown/Accident Downtime Protection, details of damage, including the date of damage for the purposes of the waiting period, original repair shop invoice and estimate for Vehicle indicating amount of damage done, or projected cost of repair, start date or anticipated start date of repair, and anticipated date of completion. Original receipts must be made available, if required. Any alterations on invoices, receipts, or other documents for service shall render them invalid.
- h. Such other pertinent information as may be required.

The Purchaser/Lessee must advise Daimler Truck Financial's administrator, Synergy Asset Protection Ltd., of a potential claim or occurrence in writing no more than 30 days after it has taken place. Any claims or occurrences reported after this period shall be denied.

This Addendum terminates on the date the Loan/Lease is paid in full or on the scheduled termination date of the Loan/Lease, whichever is sooner. In the event that the Vehicle is refinanced, benefits under this Addendum no longer apply.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, to be effective on the date first written above.

SIGNED AND DELIVERED

ACCEPTED FOR AND BY DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION:

By: 

Name: M. MANWAL

ACCEPTED FOR AND BY THE PURCHASER/LESSEE:

By: 

Name: JAGDEEP SANGHA TRANSPORT INC.

Date: 20-Dec-22

**Transolutions Truck Centres Ltd.**

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

**Vehicle Invoice**

Date: 12/20/2022  
Invoice#: DE-02433-3  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# **9703**VENDOR GST/HST: **130330590RT0001**Vendor PST# **360739-9**Stock#: **UL8705** VIN: **3AKJHHR9PSUL8705**

New 2023 FREIGHTLINER CA126

Colour: CANDY APPLE RED MET.

Mileage: 10

Air Tax CA

\$100.00

DETROIT CLUTCH 5 YRS/500K MILES/ 805K KMS FEX APPLIES - \$ 600

TC4: HD STD ON-HWY 3 YRS/500K MILES /805K KMS EXTENDED COVERAGE - \$ 8,200.00

Towing 4yr/ \$1200 Cap: \$2250

Gap Protection CA

\$4,742.40

Accident/Mechanical Down Time CA

\$7,729.72

Stock#: **UL8706** VIN: **3AKJHHR0PSUL8706**

New 2023 FREIGHTLINER CA126

Colour: CANDY APPLE RED MET.

Mileage: 12

Accident/Mechanical Down Time CA

\$7,729.72

Gap Protection CA

\$4,742.40

DETROIT CLUTCH 5 YRS/500K MILES/ 805K KMS FEX APPLIES - \$ 600

TC4: HD STD ON-HWY 3 YRS/500K MILES /805K KMS EXTENDED COVERAGE - \$8,200

Towing 4yr/ \$1200 Cap: \$2250

Air Tax CA

\$100.00

Tire Stewardship: \$280.00

Subtotal: \$480,298.24

GST/HST: \$24,014.92

Total: \$504,313.16

## Remit To:

Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER

12/20/2022

Date

Manager

## ADDITIONAL TERMS AND CONDITIONS

### Delivery of Motor Vehicle

1. If the Motor Vehicle that is the subject of this Offer is not currently in stock with the Dealer, the Purchaser agrees that: a) The Dealer shall have until the requested delivery date shown in the Offer to deliver the Motor Vehicle to Purchaser by that date, unless the delay in delivering the Motor Vehicle is a result of manufacturing or transportation delays, strike, insurrection, or other causes beyond the control of the Dealer, Purchaser may terminate this Offer and Dealer shall forthwith return, in full, any deposit given by Purchaser and/or release any interest Dealer may have in any trade-in vehicle agreed to be taken as part of payment of the purchase for the Motor Vehicle. In the event of a delay in delivering the Motor Vehicle resulting from any of the causes noted above, Dealer shall have sixty (60) days from the date upon which the cause of the delay ends to deliver Motor Vehicle to Purchaser and if the Motor Vehicle is not delivered by the end of said sixty (60) day period, Dealer shall return any deposit given and/or release any interest in the Purchaser's trade-in as set out above; and b) Dealer may substitute exterior colour and/or interior trim for that selected by Purchaser in the event of manufacturing delays that might result in the Dealer being unable to deliver the Motor Vehicle by the requested delivery date down in the Offer.

### Deposit

2. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to retain the full amount of any deposit paid by Purchaser pursuant to this Offer as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the deposit. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Trade-in

3. The purchaser agrees that if the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle is not delivered to the Dealer on or before the acceptance of this Offer by the Dealer, Dealer may re-appraise the value of the trade-in where adverse changes have occurred between the date of its initial inspection by Dealer and the date of its delivery to Dealer and to pay the difference between the initial appraised value of the trade-in and its value upon re-appraisal, if any, forthwith in cash or at Purchaser's option Purchaser may pay in cash at the date of its delivery the amount of the final adjusted trade-in allowance and retain the trade-in.

4. In the event of there being any existing unpaid mortgage, lien, charge, note, claim or encumbrance of any kind or nature whatsoever against the vehicle taken in trade by the Dealer from the Purchaser, then the right of possession and ownership of the Motor Vehicle that is the subject of this Offer shall remain with the Dealer until the purchase price thereof including any cheque, bill or not therefor, or any part thereof is paid in full, and the Dealer may take possession of the same upon default.

5. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to immediately sell the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle and retain the sale proceeds (net of any rep costs and sales commission) as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer by virtue of the Purchaser's default, such retention of the said net sale proceeds shall not itself constitute a termination of this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the said net sale proceeds. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Delivery of Motor Vehicle

6. Purchaser acknowledges that she/he/it alone has selected the Motor Vehicle that is subject of this Offer based upon his/her/its own judgement and expressly disclaims any reliance upon any statements or representations made by the Dealer and Dealer's skill and/or judgement regarding any purpose for which the Motor Vehicle selected by Purchaser is required.

7. The Vendor does not warrant the model year of the Motor Vehicle described herein. The warrant, if any, stated on the reverse hereof and below to apply to the Motor Vehicle that is the subject of this Offer is the only warranty applicable to the Motor Vehicle and is in lieu of all other warranties whatsoever, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that Dealer will not be liable to Purchaser hereunder, or at law or equity for any liability, claim, loss, damage or expense caused directly or indirectly by the said Motor Vehicle or any deficiency or defect thereof or the operation, maintenance or repair thereof. Further, Dealer shall have no liability whatsoever (including, without limitation, liability for indirect consequential damages) arising from any latent, patent or other defect in the Motor Vehicle, including any fundamental breach, or other failure or performance or operation of the Motor Vehicle.

8. If any part of the purchase price for the Motor Vehicle that is the subject of this Offer is to be financed, this Offer may be accepted by Dealer tendering to Purchaser the standard time sale agreement form of a designated finance company or bank properly completed when the said Motor Vehicle is available for delivery to the Purchaser and that time sale agreement form plus this Offer shall prevail. The said time sale agreement shall be at the rates and on the terms current at the date of actual delivery of the Motor Vehicle.

9. As security for the due payment of all monies payable and the performance of all my obligations hereunder, Purchaser grants, assigns and conveys a Security Interest in the Motor Vehicle purchased hereunder, and the proceeds therefrom, to the Dealer. Purchaser hereby waives receipt of, and the right to receive, a copy of any financing statement to be registered under the Personal Property Security Act, or the verification statement with respect to such registration. Purchaser intends the security interest granted herein to attach and be effective immediately.

Lakhvir Saugha ..... 2022-12-20 .....

Accepted by Purchaser

Date

10. If the Motor Vehicle that is the subject of this Offer is a used vehicle, Purchaser acknowledges that the rating of its general condition is provided by comparing its present selling price to the price of the same vehicle when new, except to those known defects known in this Offer. 11. This Offer constitutes the entire understanding or agreement between the Dealer and Purchaser and there is no understanding or agreement, oral or written, which is not set forth herein. This Offer is an irrevocable offer and may only be terminated in accordance with its terms and may be amended only by agreement in writing signed by the Dealer and Purchaser.

### New Vehicle Warranty/Demonstrator/Used Manufacturer's Warranty

12. Where the Motor Vehicle that is the subject of this Offer is a new vehicle, there are no warranties, express or implied, made by the Dealer or the manufacturer regarding the said Motor Vehicle except the printed manufacturer's new vehicle or demonstrator/used vehicle warranty delivered to Purchaser with the Motor Vehicle which shall apply and the same is hereby made a part hereof as though fully set forth herein. In the case of a used vehicle, the applicability of an existing warranty thereon, if any, shall be determined solely by the terms of



Lakhvir Saugha

Accepted by Dealer

(Original - accepted by Purchaser)



I have been advised of, and fully understand the benefits and features that have been presented to me, regarding the following options:

	Purchased	Declined
Dealer Financing Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dealer Leasing Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gap Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Down Payment Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Life Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accident & Health Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Engine Warranty	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Chassis Warranty	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accident Downtime Waiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Major Mechanical Downtime Waiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Serial# UL8705 & UL8706

JAGDEEP SANGHA TRANSPORT INC.

Buyer's Name (please print)

Co-Buyer's Name (please print)

Dealership Signature

*Lakhvir Sangha*

Buyer's Signature

Co-Buyer's Signature

12/20/2022

Date



## AMORTIZATION SCHEDULE

<b>Customer Name:</b>	Jagdeep Sangha Transport Inc.	<b>Date:</b>	20/12/2022
<b>Prepared By:</b>	TRANSOLUTIONS TRUCK CENTRES LTD.	<b>Finance Quote ID:</b>	297542
<b>Program Name:</b>	Flex Retail	<b>Term:</b>	60
<b>Payment Frequency:</b>	Monthly	<b>Total Amount Financed:</b>	\$ 504,808.16
<b>Payment Type:</b>	Irregular		
<b>APR:</b>	7.89%		

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
1	03/02/2023	\$9,789.61	\$4,879.14	\$4,910.47	\$499,929.02
2	03/03/2023	\$9,789.61	\$6,763.74	\$3,025.87	\$493,165.28
3	03/04/2023	\$9,789.61	\$6,484.86	\$3,304.75	\$486,680.42
4	03/05/2023	\$32,557.31	\$29,401.22	\$3,156.09	\$457,279.20
5	03/06/2023	\$9,789.61	\$6,725.34	\$3,064.27	\$450,553.86
6	03/07/2023	\$9,789.61	\$6,867.80	\$2,921.81	\$443,686.06
7	03/08/2023	\$9,789.61	\$6,816.43	\$2,973.18	\$436,869.63
8	03/09/2023	\$9,789.61	\$6,862.10	\$2,927.51	\$430,007.53
9	03/10/2023	\$9,789.61	\$7,001.04	\$2,788.57	\$423,006.49
10	03/11/2023	\$9,789.61	\$6,956.00	\$2,834.61	\$416,051.49
11	03/12/2023	\$9,789.61	\$7,091.54	\$2,698.07	\$408,959.95
12	03/01/2024	\$9,789.61	\$7,049.85	\$2,739.76	\$401,910.10
13	03/02/2024	\$9,789.61	\$7,103.73	\$2,685.88	\$394,806.37
14	03/03/2024	\$9,789.61	\$7,321.42	\$2,468.19	\$387,484.95
15	03/04/2024	\$9,789.61	\$7,200.13	\$2,589.48	\$380,284.82
16	03/05/2024	\$9,789.61	\$7,330.23	\$2,459.38	\$372,954.59
17	03/06/2024	\$9,789.61	\$7,297.23	\$2,492.38	\$365,657.36
18	03/07/2024	\$9,789.61	\$7,424.83	\$2,364.78	\$358,232.53
19	03/08/2024	\$9,789.61	\$7,395.62	\$2,393.99	\$350,836.91
20	03/09/2024	\$9,789.61	\$7,445.04	\$2,344.57	\$343,391.87
21	03/10/2024	\$9,789.61	\$7,568.82	\$2,220.79	\$335,823.05
22	03/11/2024	\$9,789.61	\$7,545.38	\$2,244.23	\$328,277.67
23	03/12/2024	\$9,789.61	\$7,666.57	\$2,123.04	\$320,611.10
24	03/01/2025	\$9,789.61	\$7,646.47	\$2,143.14	\$312,964.63
25	03/02/2025	\$9,789.61	\$7,692.40	\$2,097.21	\$305,272.23
26	03/03/2025	\$9,789.61	\$7,941.92	\$1,847.69	\$297,330.31
27	03/04/2025	\$9,789.61	\$7,797.17	\$1,992.44	\$289,533.14
28	03/05/2025	\$9,789.61	\$7,912.01	\$1,877.60	\$281,621.13
29	03/06/2025	\$9,789.61	\$7,902.44	\$1,887.17	\$273,718.69
30	03/07/2025	\$9,789.61	\$8,014.56	\$1,775.05	\$265,704.13
31	03/08/2025	\$9,789.61	\$8,009.10	\$1,780.51	\$257,695.03
32	03/09/2025	\$9,789.61	\$8,062.77	\$1,726.84	\$249,632.26
33	03/10/2025	\$9,789.61	\$8,170.76	\$1,618.85	\$241,461.50
34	03/11/2025	\$9,789.61	\$8,171.55	\$1,618.06	\$233,289.95
35	03/12/2025	\$9,789.61	\$8,276.74	\$1,512.87	\$225,013.21

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
36	03/01/2026	\$9,789.61	\$8,281.77	\$1,507.84	\$216,731.44
37	03/02/2026	\$9,789.61	\$8,337.27	\$1,452.34	\$208,394.17
38	03/03/2026	\$9,789.61	\$8,528.28	\$1,261.33	\$199,865.89
39	03/04/2026	\$9,789.61	\$8,450.29	\$1,339.32	\$191,415.60
40	03/05/2026	\$9,789.61	\$8,548.29	\$1,241.32	\$182,867.31
41	03/06/2026	\$9,789.61	\$8,564.20	\$1,225.41	\$174,303.11
42	03/07/2026	\$9,789.61	\$8,659.27	\$1,130.34	\$165,643.84
43	03/08/2026	\$9,789.61	\$8,679.61	\$1,110.00	\$156,964.23
44	03/09/2026	\$9,789.61	\$8,737.78	\$1,051.83	\$148,226.45
45	03/10/2026	\$9,789.61	\$8,828.37	\$961.24	\$139,398.08
46	03/11/2026	\$9,789.61	\$8,855.49	\$934.12	\$130,542.59
47	03/12/2026	\$9,789.61	\$8,943.05	\$846.56	\$121,599.54
48	03/01/2027	\$9,789.61	\$8,974.76	\$814.85	\$112,624.78
49	03/02/2027	\$9,789.61	\$9,034.90	\$754.71	\$103,589.88
50	03/03/2027	\$9,789.61	\$9,162.62	\$626.99	\$94,427.26
51	03/04/2027	\$9,789.61	\$9,156.84	\$632.77	\$85,270.42
52	03/05/2027	\$9,789.61	\$9,236.64	\$552.97	\$76,033.78
53	03/06/2027	\$9,789.61	\$9,280.10	\$509.51	\$66,753.68
54	03/07/2027	\$9,789.61	\$9,356.72	\$432.89	\$57,396.96
55	03/08/2027	\$9,789.61	\$9,404.99	\$384.62	\$47,991.97
56	03/09/2027	\$9,789.61	\$9,468.01	\$321.60	\$38,523.96
57	03/10/2027	\$9,789.61	\$9,539.78	\$249.83	\$28,984.18
58	03/11/2027	\$9,789.61	\$9,595.38	\$194.23	\$19,388.80
59	03/12/2027	\$9,789.61	\$9,663.87	\$125.74	\$9,724.93
60	03/01/2028	\$9,789.61	\$9,724.46	\$65.15	\$0.47
Total		\$610,144.30	\$504,807.69	\$105,336.61	

This is a quotation only. Rates, residuals, payment, terms and conditions are subject to verification and approval. Rates, residuals and terms are subject to change without notice. This Schedule is only an estimate and does not constitute a payoff balance. Please call if you want a payoff balance. Principal and interest varies based on the date the payment is posted. If you have recently made a payment, it may not be reflected in this Schedule.

# **AGREEMENT TO FURNISH INSURANCE CONDITIONAL SALE CONTRACT**

**Daimler Truck Financial**

INSURANCE TO BE PROVIDED BY			
Agent's Name:		Insurance Co:	
Address:			
Telephone:			
Policy Number:		Effective Date: From:	To:

Coverage: ☐ Fire, Theft per vehicle DTF Named as Loss Payee? ☒ Yes ☐ No  
☐ Comprehensive per vehicle  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2022	FREIGHTLINER	CASCADIA 126	TRATCOR	3AKJHHDR9PSUL8705
2022	FREIGHTLINER	CASCADIA 126	TRATCOR	3AKJHHDR0PSUL8706

BUYER			
Name: Jagdeep Sangha Transport Inc.			Date of Contract: 20/12/2022
Address: 23 Wild Brook Bay			Driver's License No:
WINNIPEG	MB	R2R1W4	Telephone: 2042981721

## **AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:

Daimler Truck Financial Services Canada Corporation, located at: 2680 Matheson Blvd. East, Suite 202 Mississauga, ON L4W 0A5  
 Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature: Lakhvir Sangha Date: 20th DEC, 2022  
 Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **DEALER CONFIRMATION**

Confirmed By: ☐ Agency ☐ Insurance Company Name of Contact: \_\_\_\_\_  
 Date: \_\_\_\_\_

Dealer/Salesperson Signs: [Signature] Name of Dealership: TRANSOLUTIONS TRUCK CENTRES LTD.

# Signature Certificate

Reference Number: V2QK7-CWEJF-GRHJX-QJBWE

Signer

Timestamp

Signature

**Manoj Manwal**

Email: mmanwal@tstruck.ca

Sent:

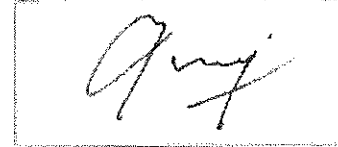
20 Dec 2022 15:59:52 UTC

Viewed:

20 Dec 2022 15:59:55 UTC

Signed:

20 Dec 2022 16:00:19 UTC



IP address: 64.4.83.66

Location: Winnipeg, Canada

**Lakhvir Sangha**

Email: lakhasangha@yahoo.com

Sent:

20 Dec 2022 15:59:52 UTC

Viewed:

20 Dec 2022 16:10:51 UTC

Signed:

20 Dec 2022 16:11:24 UTC



**Recipient Verification:**

✓ Email verified

20 Dec 2022 16:10:51 UTC

IP address: 24.79.253.85

Location: Winnipeg, Canada

Document completed by all parties on

20 Dec 2022 16:11:24 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





**Prepared For:**

Jagdeep Sangha Transport Inc.

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**Prepared By:**

TRANSOLUTIONS TRUCK CENTRES LTD.

---

Date: 23/04/2023

Quote ID: 307836

# CONDITIONAL SALE CONTRACT SECURITY AGREEMENT

Daimler Truck Financial

Quote ID: 307836 Date: 23/04/2023

<b>SELLER'S Name and Address</b>		
TRANSOLUTIONS TRUCK CENTRES LTD.		
45 BERGEN CUTOFF ROAD		
WINNIPEG	MB	R3C2E6

<b>PURCHASER'S Name and Address</b>		
Jagdeep Sangha Transport Inc.		
23 Wild Brook Bay		
WINNIPEG	MB	R2R1W4
BIRTHDATE (Day/Mo/Year):		

<b>CO-PURCHASER'S Name and Address</b>		
BIRTHDATE (Day/Mo/Year):		

Purchaser (meaning all of the undersigned Purchasers and Co-Purchasers, if any, jointly and severally) hereby purchases from Seller subject to all terms and conditions set forth herein, the following described property, together with all present and future attachments, additions, accessories, replacements, repairs and substitutions thereto or therefor (hereinafter called the "Property") delivery and acceptance of which, in good order, are hereby acknowledged by Purchaser.

	NEW/USED	MAKE	SERIAL NUMBER	TYPE OF BODY	MODEL YEAR	CASH SALE PRICE
GARAGE LOCATION OF PROPERTY:						

DESCRIPTION OF TRADE-IN (Year, Make, Model, Serial Number)	ALLOWANCE
LESS PAYOFF TO:	\$0.00
NET TRADE-IN ALLOWANCE	\$0.00
CASH DOWN PAYMENT	\$0.00
TOTAL DOWN PAYMENT	\$0.00

## PAYMENT SCHEDULE

<p><b>BLENDED PAYMENTS</b></p> <p>PURCHASER PROMISES TO PAY SELLER OR ITS ASSIGNEE THE TOTAL OF PAYMENTS AS DESCRIBED IN THE ATTACHED PAYMENT SCHEDULE ADDENDUM RECOGNIZING THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS HAVE BEEN ESTIMATED BASED UPON THE ASSUMPTION THAT SELLER OR ITS ASSIGNEE WILL RECEIVE ALL PAYMENTS ON THE SCHEDULED DUE DATES. PURCHASER ACKNOWLEDGES THAT THE AMOUNT OF FINANCE CHARGES AND THE TOTAL OF PAYMENTS MAY INCREASE OR DECREASE DEPENDING UPON WHEN SELLER OR ITS ASSIGNEE ACTUALLY RECEIVES THE PAYMENTS, AND THAT THE ATTACHED PAYMENT SCHEDULE ADDENDUM IS AN ESTIMATE ONLY.</p> <p><b>NON-BLENDED PAYMENTS</b></p> <p>PURCHASER PROMISES TO PAY TO SELLER OR ITS ASSIGNEE THE PRINCIPAL AMOUNT FINANCED (LINE 7) IN _____ MONTHLY PRINCIPAL INSTALLMENTS OF _____ EACH, BEGINNING _____ * AND THEREAFTER ON THE SAME DAY OF EACH SUCCEEDING MONTH AS THE FIRST INSTALLMENT, TOGETHER WITH INTEREST ON THE PRINCIPAL AMOUNT FINANCED THEN UNPAID, CALCULATED MONTHLY NOT IN ADVANCE AND PAYABLE TOGETHER WITH SUCH MONTHLY INSTALLMENTS, AT THE FOLLOWING ANNUAL RATE: (CHECK ONE)</p> <p><input type="checkbox"/> ANNUAL RATE OF _____ FINANCE CHARGES _____ (assumes installments are made as scheduled)</p> <p><input type="checkbox"/> The prime lending rate of The Bank of Nova Scotia from time to time in effect the day following the due date of the prior installment plus _____ percentage points. The present ANNUAL RATE is _____ %.</p> <p>THE FINAL INSTALLMENT SHALL EQUAL THE PRINCIPAL AMOUNT FINANCED THEN UNPAID TOGETHER WITH INTEREST THEREON.</p>
--

\*IF NO DATE IS INSERTED IN BLANK, THE FIRST INSTALLMENT IS PAYABLE ONE MONTH FROM DATE OF EXECUTION OF THIS CONTRACT.

<p>PURCHASER HEREBY ACKNOWLEDGES THAT INTEREST AFTER DEFAULT, AND AFTER MATURITY AND BEFORE AND AFTER JUDGEMENT, UNTIL PAID, SHALL BE ASSESSED ON THE TOTAL AMOUNT THEN OWING AT 18 % PER YEAR (DEFAULT RATE). IF PURCHASER FAILS TO PAY AN INSTALLMENT WHEN DUE, SELLER MAY, AT SELLER'S OPTION AND IF PERMITTED BY APPLICABLE LAW, CHARGE PURCHASER 5% OF THE DELINQUENT INSTALLMENT IN LIEU OF THE DEFAULT RATE. PURCHASER AGREES TO PAY A FEE OF \$50 FOR EACH PAYMENT WHICH IS DISHONoured.</p> <p>Actual Finance Charges may vary over the term of contract if Purchaser fails to make all payments when they are due.</p>
--

1	TOTAL CASH SALE PRICE	\$678,577.00
2	TOTAL DOWN PAYMENT	\$0.00
3	CASH DELIVERED PRICE (LINE 1 - 2)	\$678,577.00
4	SALES TAX	\$33,962.45
5	UNPAID BALANCE OF CASH PRICE (LINE 3 + 4)	\$712,539.45
	<input type="checkbox"/> (a) GAP WAIVER	\$0.00
	<input type="checkbox"/> (b) DOWN PAYMENT WAIVER	\$0.00
	<input type="checkbox"/> (c) TRUCKSIDE ASSISTANCE	\$0.00
	<input type="checkbox"/> (d) ACCIDENT DOWNTIME WAIVER	\$0.00
	<input type="checkbox"/> (e) CREDIT LIFE INSURANCE	\$0.00
	<input type="checkbox"/> (f) CRITICAL ILLNESS INSURANCE	\$0.00
	<input type="checkbox"/> (g) DISABILITY INSURANCE	\$0.00
	(h) REGISTRATION OR LICENSE FEE	\$0.00
	(i) FILING FEE	\$695.00
	(j) OTHER	\$672.00
6	TOTAL ITEMIZED CHARGES (a to j)	\$1,367.00
7	PRINCIPAL AMOUNT FINANCED (LINE 5+6)	\$713,906.45
*8	FINANCE CHARGE (BASED ON LINE 7). ANNUAL RATE OF 7.49%	\$140,971.80
*9	TOTAL OF PAYMENTS (LINE 7 + 8)	\$854,878.25

\* COMPLETE LINES 8 AND 9 ONLY IF BLENDED PAYMENTS SECURITY INTEREST AND PURCHASER'S WARRANTY: Purchaser agrees that title to, and ownership of, the Property shall remain in Seller and hereby grants to Seller a security interest in the Property and all proceeds thereof to secure the payment of the total amounts owing hereunder, enforcement of Seller's rights hereunder, all advances made by Seller for insurance, all charges due Seller for repairs, supplies, parts and storage of the Property, and all other amounts that may become owing to Seller hereunder.

#### Additional Terms and Conditions

1. It is agreed that anything, whether repair, replacement, addition, body, tires, accessories, or substitution placed upon or affixed to the Property during the life of this Contract shall become a component part of the Property and be secured by the security interest granted herein, and the same shall be included under the terms of this Contract and shall be included in the word "Property" as used herein. Purchaser shall make no material change in the Property without Seller's written consent.

2. It is understood and agreed that this Contract and Seller's interest herein may be assigned to **Daimler Truck Financial Services Canada Corporation ("Daimler Truck Financial")**. After notice to Purchaser of such assignment, all payments by Purchaser hereunder are to be made to the office of Daimler Truck Financial indicated on such notice or to any office subsequently directed by Daimler Truck Financial, and the original Seller shall not be the agent of the Daimler Truck Financial for purposes of transmission of payments or otherwise. Purchaser agrees that Daimler Truck Financial or any subsequent assignee, shall be entitled to all rights of Seller. Purchaser further agrees that Seller, Daimler Truck Financial, or any subsequent assignee, shall have all the rights of a secured party under the Personal Property Security Act in force in any province of Canada, to the extent that such Act applies to this Contract.

3. Purchaser warrants that the Property is being purchased for business purposes. Purchaser acknowledges that the value placed on the trade-in (if any) has been determined by the parties acting in good faith. Purchaser warrants that Purchaser is the owner of the trade-in (if any) for which credit is given in this Contract, free and clear of all liens, charges and encumbrances, except as may be set forth in this Contract. Purchaser warrants that information provided in any credit application or this Contract is true and was given to induce Seller to enter into this Contract and Seller's assignee to accept it.

4. The Property shall be at Purchaser's risk. Purchaser agrees that no transfer, renewal, extension or assignment of this Contract or any interest thereunder, or loss, damage, injury or destruction of said Property shall release Purchaser from its obligation hereunder to make all payments required hereunder and that Seller is authorized to correct patent or clerical errors in this Contract. Purchaser hereby agrees to indemnify, and save harmless, Seller from any loss or claims for loss or damage to persons or property arising out of the use or operation of the Property and shall immediately notify Seller of any loss or damage to, or loss of possession of, the Property.

5. It is agreed that Purchaser shall keep the Property in good repair, appearance and in first-class operating condition and free from all taxes, liens and encumbrances; that Seller may, but is not obligated to, pay any amount for the repair, release or discharge of any such taxes, liens or encumbrances and any amount so paid by Seller shall be paid by Purchaser to Seller immediately upon demand with interest at the ANNUAL RATE set forth in this Contract and such amounts shall be secured by the security interest granted herein; that Purchaser shall not transfer or permit the transfer of any interest in this Contract or in the Property without the prior written consent of Seller and Purchaser agrees to pay a fee to Seller to consider a transfer which Seller may, at its sole discretion, approve or reject for any reason; that Purchaser shall not use or permit the use of the Property in violation of the laws or regulations of any governmental body; that the Purchaser shall not change its name without giving Seller at least 30 days prior written notice; and, that Purchaser shall not secrete or remove the Property from the Province in which it is located at the date of execution of this Contract, except for a temporary period not exceeding 15 days, without the prior written consent of Seller. In the event Purchaser does not authorize Seller to obtain insurance coverage on the Property for loss due to fire, theft, collision, and such other hazards as Seller may specify, Purchaser shall carry insurance on the Property with companies approved by Seller, with loss payable to Seller as its interest may appear, against loss by collision up to the value of the Property at the time of collision with a deductible not to exceed \$5,000 unless approved by Seller, and against loss by fire and theft in an amount equal to the actual cash value of the property at the time of the loss, except that theft insurance may provide \$250 deductible in case of partial theft loss; and Purchaser shall keep such insurance in full force during the term of this Contract. Such insurance shall contain a provision that the policy cannot be cancelled or permitted to lapse for any reason without ten (10) days prior written notice to Seller. Purchaser shall furnish Seller with a certificate containing a loss payable clause or a copy of such insurance policy with such a clause included. Seller and its assignee shall be named as additional insureds as their interests may appear. Seller may, but is not obligated to place insurance on the Property if Purchaser fails to do so and may add to the indebtedness hereunder the cost of the same, which Purchaser hereby agrees to pay and which indebtedness shall be secured by the security interest granted herein. Purchaser hereby directs any insurance company to make payment of any monies payable under any insurance policy provided for in this Contract directly to Seller, and any such monies so paid are hereby assigned to Seller to the extent of the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) under this Contract. Any insurance proceeds received by Seller shall be applied against the unpaid balance of the Principal Amount Financed (Line 7) plus interest as set forth herein or, in the case of blended payments, the Total of Payments (Line 9) and any deficiency shall be immediately paid by the Purchaser to Seller. Seller is hereby appointed Purchaser's attorney-in-fact to prepare and submit any notice of proof of loss and to endorse any cheque which may be payable to Purchaser in order to collect the benefits of such insurance.

6. It is agreed that if Seller refers this Contract to an agent or other party for purposes of collection, repossession and / or enforcement of Seller's security interest hereunder or if Seller refers this Contract to a lawyer for purposes of collection, repossession and / or enforcement of Seller's Security interest hereunder, Purchaser agrees to reimburse Seller for all reasonable costs, legal fees and expenses incurred by Seller on a full indemnity basis. It is further agreed that Seller shall be entitled to such reimbursement from Purchaser regardless of whether or not such collection, repossession or enforcement efforts result in Seller taking possession of the Property.



7. Time is of the essence of this Contract. It is agreed that if Purchaser shall fail to pay when due any amount payable hereunder or shall default in the performance of any of the agreements or covenants hereunder, or if any representation or warranty given by Purchaser to Seller proves to be incorrect in any material respect, or if Purchaser shall commit any waste or misuse of the Property, or if the Property shall be seized under process of law had against Purchaser, or if any proceeding or action is instituted or filed by or against Purchaser under any bankruptcy or insolvency laws or laws relating to the relief of debtors, or if Purchaser ceases to do business as a going concern, or if Seller in good faith believes that the prospect of payment or performance by Purchaser is impaired and thus deems itself to be insecure, then in any or all of such events the total amounts owing hereunder shall, at Seller's option, immediately become due and payable without notice or demand. In any or all such events, Seller may enter any premises of Purchaser or other place where the Property may be, provided Seller does not breach the peace, and take possession thereof without notice or demand. After taking possession of the Property it may be sold, with or without notice in those jurisdictions in which the same can be waived, at a private sale, if permitted by applicable law, or at a public sale at which Seller may purchase, and without having the Property at the place of sale. From the proceeds of sale of the Property pursuant to a default by Purchaser, there shall be deducted all expenses involved in the retaking, storing, placing in good saleable condition and selling the Property and all reasonable legal fees and expenses incurred in connection therewith on a full indemnity basis and all amounts paid for the release of any prior liens on the Property regardless of the cause thereof. The balance of the proceeds of such a sale shall be applied to the amount unpaid hereunder and, where permitted by applicable law, Purchaser shall remain liable for and shall forthwith pay any remaining balance together with interest thereon as provided herein. All notices required to be given Purchaser shall be properly given if mailed to the Purchaser's address shown on the face hereof.

The rights and privileges of Seller with respect to the repossession and disposition of the Property and the distribution of the proceeds derived therefrom shall include, in addition to the rights and privileges afforded by the Contract and the general law, those afforded by the Personal Property Security Act in effect in any province of Canada, to the extent that any such Act is applicable.

8. The term "Seller" shall include assignees of Seller and all other holders of this Contract. This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. No variation, modification, or waiver of any of its provisions shall be valid unless in writing and signed by Purchaser and Seller and Purchaser has first paid Seller the non-refundable fee at the rate then in effect for documenting any such modification of any provision of this Contract, plus all applicable taxes and out of pocket disbursements. It is agreed that Seller may waive any default by written notice to Purchaser, but such waiver shall not limit or affect Seller's rights upon any other default. Purchaser waives the right to assert against any assignee of the named Seller or other holder any defense, counterclaim or set-off which Purchaser could assert against the named Seller or the manufacturer in connection with any action brought by such assignee or holder for possession of the Property or recovery of the total amounts owing hereunder.

9. Any provision of this Contract prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this Contract. This Contract shall be governed by the laws of the Province in which Seller's place of business is located.

10. To the extent permitted by law, and provided Purchaser is a corporation, Purchaser hereby waives his rights under all provisions of any applicable sale of goods, conditional sales, regulatory credit, chattel mortgage or personal property security legislation and regulations made thereunder that would, in any way, restrict the rights and remedies of Seller hereunder, including without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as they may be amended from time to time.

11. Purchaser hereby agrees to execute and deliver to Seller any financing or other statement required to be filed for the perfection or continued perfection of the security interest hereby created and/or to do all things necessary to cause said security interest to be registered, where necessary or desirable, and to pay all costs in connection therewith. Purchaser hereby appoints Seller Purchaser's attorney-in-fact to perform, at Seller's option and at Purchaser's expense, all acts and things which Seller may deem necessary to perfect and continue the perfection of the security interest hereby created.

12. Each and every part of the Property shall secure the whole of Purchaser's indebtedness hereunder and no person shall have the right to require that the said indebtedness be apportioned. The Seller may from time to time release or discharge any part of the Property from this agreement without any or sufficient consideration; as it sees fit. No such release or discharge shall release, diminish or prejudice Seller's security in any part of the remaining Property or prejudice any term or condition of this Contract.

**13. LIMITATION OF WARRANTY SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HEREIN BY REFERENCE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE UNDER THE SALE OF GOODS ACT OR OTHER LAWS OF ANY PROVINCE.**

#### SUMMARY OF INSURANCE COVERAGE

The insurance afforded under this contract does not cover liability for injury to persons or damage to property of others. CREDIT LIFE INSURANCE and DISABILITY INSURANCE are not required by Seller, but such insurance is available at the costs indicated above (Line 5(b)), if any. This insurance is provided for the term of this credit. Purchaser signing this Contract hereby voluntarily requests and authorizes Seller to obtain the coverage indicated. Purchaser acknowledges that this insurance is not provided by Daimler Truck Financial and that Daimler Truck Financial shall have no liability to Purchaser in connection therewith.

#### ASSIGNMENT

In accordance with, and subject to, all of the undertakings set forth in the Retail Finance Agreement between the undersigned ("Assignor") and Daimler Truck Financial Services Canada Corporation (the "Company"), which Agreement is hereby incorporated by reference, the Assignor, for value received, hereby sells, assigns, and transfers all its right, title and interest in and to the Conditional Sale Contract (the "Contract") to which this Assignment has been affixed, to the Company, together with all rights and interest of the Assignor in the Property described in the Contract.

The Assignor warrants title to the Contract and Property and further warrants that Purchaser has made the down payment in the manner and amount set forth in the Contract; that the Property was delivered to Purchaser on the date of the Contract; that all other facts and signatures set forth in the Contract are true and correct; and, that all filings and registrations necessary to perfect or protect the security interest created by the Contract have been made in a timely and proper manner. If any of the said warranties prove to be incorrect in any material respect, it is agreed that the Assignor shall, upon demand of the Company, be required to repurchase the Contract for the total amount owing under the Contract at the time of demand.

To the extent permitted by law, and provided the Assignor is a corporation, the Assignor hereby waives its rights under all provisions of any applicable law that would in any way restrict the rights and remedies of the Company hereunder, including, without restriction, Section 49 of the Law of Property Act of Alberta and the Limitation of Civil Rights Act of Saskatchewan as the same may be amended from time to time.

The foregoing assignment is made on the following basis (initial one):

- ☐ Assigned with declining limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the net Contract amount outstanding, after rebate of finance charge).
- ☐ Assigned with limited liability repurchase. (Assignor responsible for payment of an amount equal to \_\_\_\_\_ per cent of the original unpaid cash balance, non-declining).
- ☐ Full recourse. (Full guaranty of Assignor.) Notwithstanding the terms of the Company's Retail Finance Agreement, Assignor unconditionally guarantees payment of the full amount remaining unpaid whether or not said Contract shall be in default.
- ☒ Assigned without recourse. (The Assignor remains responsible for the above warranties).

Date: 23 APR, 2023

Signature: 

Dealer Firm Name: TRANSOLUTIONS TRUCK CENTRES LTD.

Title: FINANCE MANAGER

**NOTICE TO PURCHASER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Purchaser acknowledges receipt of a true and completely filled in copy of this contract.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Purchaser: Jagdeep Sangha Transport Inc.

Signature: 

Signature: 

(Signature)

(Authorized Signature)

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Purchaser:

Signature:

(Authorized Signature)

Title:

**NOTE: OTHER THAN TO DAIMLER TRUCK FINANCIAL, THE SELLER IS NOT PERMITTED TO SELL OR GRANT A SECURITY INTEREST IN THIS CONTRACT TO ANY PERSON. ACCORDINGLY, THE POSSESSION OF ANY ORIGINALS OF THIS CONTRACT BY ANY PERSON (OTHER THAN DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS) SHALL NOT BE EFFECTIVE TO SELL OR OTHERWISE TRANSFER OWNERSHIP OF, OR CREATE A SECURITY INTEREST IN, THIS CONTRACT UNDER THE APPLICABLE PERSONAL PROPERTY SECURITY ACT. DAIMLER TRUCK FINANCIAL OR ITS AGENTS SHALL PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP IN THIS CONTRACT BY TAKING POSSESSION OF AN ORIGINAL OF THIS CONTRACT AND ONLY THAT ORIGINAL CONTRACT HELD BY DAIMLER TRUCK FINANCIAL, ITS ASSIGNS OR THEIR RESPECTIVE AGENTS WILL BE EFFECTIVE TO PERFECT DAIMLER TRUCK FINANCIAL'S OWNERSHIP INTEREST IN THIS CONTRACT OR ANY SECURITY INTEREST GRANTED IN THIS CONTRACT BY DAIMLER TRUCK FINANCIAL OR ITS ASSIGNS.**

The Multiple Unit Schedule is attached to and forms a part of that certain Conditional Sale Contract/Security Agreement (hereinafter called the "Contract") executed this date between the above named seller and buyer and co-buyer, if any.

The term "property" as used herein and in the Contract shall refer to the following items of equipment.

<b>Buyer and Co-Buyer (if any), acknowledge receipt of a true and completely filled in copy of this Multiple Unit Schedule at the time of execution.</b>					
<b>Seller :</b>	<b>TRANSOLUTIONS TRUCK CENTRES LTD.</b>		<b>Buyer:</b>	<b>Jagdeep Sangha Transport Inc.</b>	
<b>Signature:</b>	_____		<b>Signature:</b>	_____ <i>Lakhvir Sangha</i> _____ (Authorized Signature)	
<b>Title:</b>	<b>FINANCE MANAGER</b>		<b>Title:</b>	<b>PRESIDENT</b>	
			<b>Co-Buyer:</b>	_____	
			<b>Signature:</b>	_____ (Authorized Signature)	
			<b>Title:</b>	_____	



The Final payment is an estimated amount. The amount of Buyer's and Co-Buyer's (if any) final payment may vary depending upon when Seller or its Assignee receives the payments, and will include the principal amount financed, the finance charges and any other amounts owed as of the final payment due date. The amount of Finance Charges and the Total of Payments described above have been estimated based upon the assumption that Seller or its Assignee will receive all payments on the scheduled due dates.

Seller: TRANSOLUTIONS TRUCK CENTRES LTD.

Buyer: Jagdeep Sangha Transport Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*Lakhvir Sangha*

Title: FINANCE MANAGER

Title: PRESIDENT

Co-Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# PRE-AUTHORIZED PAYMENT PLAN AUTOMATIC DEBIT PROGRAM

**Daimler Truck Financial**

I/We acknowledge that this Authorization is provided for the benefit of Daimler Truck Financial Services Canada Corporation ("DTF") and (the "Bank") and is provided in consideration of the Bank agreeing to process debits against my/our account in accordance with the Rules of Payments Canada Association. This Authorization is for the following purpose:

(Check One)

☐ Personal/Household

☐ Business

I/We hereby authorize DTF to draw on the following account (the "Account"):

Name of Bank or Other Financial Institution:

Branch & Address:

for all scheduled payments owing to DTF pursuant to a Lease or Conditional Sale Contract (the "Contract") executed by me/us, on the dates and in the amounts set out in the Contract and for all other amounts owing under the Contract including late/NSF charges, excess kilometer charges and excess wear and tear charges as the case may be, as may be directed by either of us from time to time. I/We acknowledge and agree that the Contract contains notice of the amounts and dates of all scheduled payments. In particular, I/We further agree that if any regularly scheduled payment is dishonored by the Bank for any reason, then DTF shall be at liberty to issue another debit in substitution for the dishonored debit until the debit is honored. I/We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed below. I/We will inform DTF, in writing, of any change in my/our Account information.

I/We are entitled to receive written notice from DTF of the amounts to be debited to the Account and the dates of such debits at least ten (10) calendar days before the date of the first debit. I/We are entitled to receive an additional notice every time there is a change in the amount to be debited or the date of the debit. If a debit is processed in response to the issuance of my/our direct action (such as, but not limited to, a telephone instruction), then the ten (10) day pre-notification is waived. **I/We hereby waive the right to receive any notice, written or otherwise, from DTF of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.**

I/We acknowledge my/our understanding, acceptance and participation in DTF's Auto-Debit Payment Plan. I/We also acknowledge and agree that:

- (a) the Bank's treatment of each debit shall be the same as if I/We had personally issued a cheque for the amount, and as of the date, of each debit;
- (b) this authorization applies only to the method of payment and does not have any bearing on the obligation that I/We owe under the Contract;
- (c) the Bank is not responsible for confirming the terms of this Authorization; and
- (d) delivery of this Authorization to the Seller or Lessor with whom I/We entered the Contract, or to DTF, constitutes delivery by me/us to the Bank.

The Authorization may be revoked by me/us at any time by giving written notice to DTF, which notice shall be effective five (5) business days after receipt. Amounts paid pursuant to this Authorization will be reimbursed only if:

- (a) such amounts were not drawn in accordance with this Authorization;
- (b) the amounts were drawn after the revocation of this Authorization; or
- (c) in the case of personal/household purposes, the pre-notification was not received.

I/We may obtain a sample cancellation form, or more information on my/our right to cancel this Authorization at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

Any claim for reimbursement must be made within 90 days (10 days in the case of a business) after the date on which the Account was debited by filing a declaration with the Bank.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. I/We may obtain more information on my/our recourse rights at my Bank or by visiting [www.payments.ca](http://www.payments.ca)

I/We consent to the disclosure to DTF's bank of any personal information that is contained in this Authorization.

Full Name of Customer(s): Jagdeep Sangha Transport Inc.

Customer Signature: Lakhvir Sangha Date: 23 APR, 2023 Joint Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(All account depositors must sign if more than one signature is required).

Account No: \_\_\_\_\_

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**  
2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5  
Phone: 1-800-361-4680 Fax: 1-877-340-8259 E-mail: [dtf@daimlertruck.com](mailto:dtf@daimlertruck.com)

**NOTE - PLEASE ATTACH A SPECIMEN OF YOUR CHEQUE MARKED "VOID".**

# CUSTOMER CONSENT TO PROVISION OF COPY OF IDENTIFICATION (INDIVIDUAL)

**INSTRUCTIONS TO DEALER:** This form is for use with Canadian Driver's Licences and other Canadian identification documents as identified below and is to be completed by a Customer (individual) who has expressly consented to providing a copy of his/her original, valid and unexpired document, as required below:

- **For Buyer or Lessee (including a Representative of a Buyer or Lessee) and Co-Buyer or Co-Lessee (if any):** Dealer must review an original and valid (not expired) Provincial Driver's Licence (Learner's Permit is not acceptable), and attach a copy of the same to this form, as consented to by the Customer;
- **For Guarantor (if any):** Dealer must review one of the following documents and attach a copy of the same to this form, as consented to by the Customer: original and valid Provincial Driver's Licence, Birth Certificate, Canadian Passport, Certificate of Canadian Citizenship, Certificate of Naturalization (commemorative issued certificates excluded), Certificate of Indian Status, or other official government issued document that includes full legal name and date of birth.

## CUSTOMER CONSENT:

By signing this form, the identified individual(s) expressly confirm(s) that he/she is willing to provide, in the case of a Buyer or Lessee or Representative of a Buyer or Lessee or Co-Buyer or Co-Lessee, a copy of his/her current driving licence, or, in the case of a Guarantor, other current and valid government-issued identification, as part of the funding package that will be forwarded by the Dealer to Daimler Truck Financial Services Canada Corporation ("Lender") to identify the individual(s) and to process and administer the contract. The identified individual(s) further agrees that the Lender will utilize the identification copy for the following limited purposes: (a) to obtain from the relevant authorities confirmation of the vehicle's registration; (b) to confirm that the driver has a valid driver's licence and to verify the identity of its customer(s), or representatives of its customer(s), in conformity with regulatory and contractual obligations; and (c) for other purposes as identified in the credit application. This form and the provided identification copy will be kept by Lender and will only be accessed and used by Lender employees and representatives acting for or on its behalf on a "need to know" basis in order to fulfill the purposes identified above. Customer further acknowledges that, as an alternative to providing a copy of identification, Customer may elect to complete a Customer Identification and Verification Form (Individual) in which Dealer will be required to transcribe Customer's identification details.

Lakhvir Saugha  
Buyer OR Lessee OR  
Representative Signature

23 APR, 2023  
Date

Co-Buyer OR Co-Lessee OR Guarantor  
Signature  
(if any)

Date

MANOJ MANWAL  
Dealer representative signature

TSTC

Dealer Name

Name

FINANCE MANAGER

Title

Complete this form and include as part of the funding package. Include copies of identification in accordance with Customer consent.



FREIGHTLINER



## Transolutions Truck Centres Ltd.

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

## Vehicle Invoice

Date: 04/23/2023  
Invoice#: DE-02881-1  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

Stock#: PS002053 VIN:2SHSR5320PS002053  
New 2023 VANGUARD REEFER  
Reefer Make: CARRIER  
Reefer VIN: VAD91713312

Colour: WHITE

Mileage: 0

Price: \$113,013.00

Stock#: PS002057 VIN:2SHSR5328PS002057  
New 2023 VANGUARD REEFER  
Reefer Make: CARRIER  
Reefer VIN: VAD91713338

Colour: WHITE

Mileage: 0

Price: \$113,013.00

Stock#: PS002077 VIN:2SHSR5323PS002077  
New 2023 VANGUARD REEFER  
Reefer Make: THERMO KING  
Reefer Model: C-600  
Reefer VIN: 6001366618

Colour: WHITE

Mileage: 0

Price: \$113,013.00

Stock#: PS002083 VIN:2SHSR5329PS002083  
New 2023 VANGUARD REEFER  
Reefer Make: CARRIER  
Reefer VIN: VAF91720517

Colour: WHITE

Mileage: 0

Price: \$113,013.00

Stock#: PS002084 VIN:2SHSR5320PS002084  
New 2023 VANGUARD REEFER  
Reefer Make: CARRIER  
Reefer VIN: VAF91720531

Colour: WHITE

Mileage: 0

Price: \$113,013.00

Stock#: PS002125 VIN:2SHSR532XPS002125  
New 2023 VANGUARD REEFER  
Colour: WHITE

Mileage: 0

Price: \$113,013.00

Tire Stewardship: \$672.00  
Admin Fee: \$499.00  
Subtotal: \$679,249.00

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Lakhvir Sangha  
Purchaser's Signature

04/23/2023  
Date

Manager





# Transolutions Truck Centres Ltd.

45 Bergen Cutoff Rd  
Winnipeg, MB R3C 2E6  
(204) 694-3000

## Vehicle Invoice

Date: 04/23/2023  
Invoice#: DE-02881-1  
Type: Finance  
Salesperson: Iqbal Sandhu

Bill To: 100384  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG MB R2R 1R7  
P:(204) 298-1721

Ship To:  
JAGDEEP SANGHA TRANSPORT INC.  
23 WILDBROOK BAY  
WINNIPEG, MB R2R 1R7

Dealer Permit# 9703

VENDOR GST/HST: 130330590RT0001

Vendor PST# 360739-9

GST/HST: \$33,962.45  
Total: \$713,211.45

Remit To:  
Transolutions Truck Centres Ltd.  
45 Bergen Cutoff Rd  
Box 140, Group 200  
Winnipeg, MB R3C 2E6

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER

Lakhvir Sangha  
Purchaser's Signature

04/23/2023  
Date

Iqbal Sandhu  
Manager

## ADDITIONAL TERMS AND CONDITIONS

### Delivery of Motor Vehicle

1. If the Motor Vehicle that is the subject of this Offer is not currently in stock with the Dealer, the Purchaser agrees that: a) The Dealer shall have until the requested delivery date shown in the Offer to deliver the Motor Vehicle to Purchaser by that date, unless the delay in delivering the Motor Vehicle is a result of manufacturing or transportation delays, strike, insurrection, or other causes beyond the control of the Dealer, Purchaser may terminate this Offer and Dealer shall forthwith return, in full, any deposit given by Purchaser and/or release any interest Dealer may have in any trade-in vehicle agreed to be taken as part of payment of the purchase for the Motor Vehicle. In the event of a delay in delivering the Motor Vehicle resulting from any of the causes noted above, Dealer shall have sixty (60) days from the date upon which the cause of the delay ends to deliver Motor Vehicle to Purchaser and if the Motor Vehicle is not delivered by the end of said sixty (60) day period, Dealer shall return any deposit given and/or release any interest in the Purchaser's trade-in as set out above; and b) Dealer may substitute exterior colour and/or interior trim for that selected by Purchaser in the event of manufacturing delays that might result in the Dealer being unable to deliver the Motor Vehicle by the requested delivery date down in the Offer.

### Deposit

2. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to retain the full amount of any deposit paid by Purchaser pursuant to this Offer as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the deposit. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Trade-in

3. The purchaser agrees that if the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle is not delivered to the Dealer on or before the acceptance of this Offer by the Dealer, Dealer may re-appraise the value of the trade-in where adverse changes have occurred between the date of its initial inspection by Dealer and the date of its delivery to Dealer and to pay the difference between the initial appraised value of the trade-in and its value upon re-appraisal, if any, forthwith in cash or at Purchaser's option Purchaser may pay in cash at the date of its delivery the amount of the final adjusted trade-in allowance and retain the trade-in.

4. In the event of there being any existing unpaid mortgage, lien, charge, note, claim or encumbrance of any kind or nature whatsoever against the vehicle taken in trade by the Dealer from the Purchaser, then the right of possession and ownership of the Motor Vehicle that is the subject of this Offer shall remain with the Dealer until the purchase price thereof including any cheque, bill or not therefor, or any part thereof is paid in full, and the Dealer may take possession of the same upon default.

5. If Purchaser defaults in fulfilling any obligation under this Offer, including, without limitation, failing to complete the time sale agreement in accordance with this Offer, Dealer shall be entitled to immediately sell the trade-in tentatively taken as part payment of the purchase price for the Motor Vehicle and retain the sale proceeds (net of any rep costs and sales commission) as the Dealer's own property, but whether or not the Dealer has then terminated or thereafter terminates the Dealer's right and obligation to sell the Motor Vehicle and the Purchaser's right and obligation to purchase the Motor Vehicle under this Offer by virtue of the Purchaser's default, such retainer of the said net sale proceeds shall not itself constitute a termination of this Offer and shall not restrict the Dealer from exercising any other remedies which the Dealer may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Dealer sustains in excess of the said net sale proceeds. In the event that the Dealer claims damages from the Purchaser, Purchaser shall forthwith, upon demand, pay the amount claimed to the Dealer.

### Delivery of Motor Vehicle

6. Purchaser acknowledges that she/he/it alone has selected the Motor Vehicle that is subject of this Offer based upon his/her/its own judgement and expressly disclaims any reliance upon any statements or representations made by the Dealer and Dealer's skill and/or judgement regarding any purpose for which the Motor Vehicle selected by Purchaser is required.

7. The Vendor does not warrant the model year of the Motor Vehicle described herein. The warrant, if any, stated on the reverse hereof and below to apply to the Motor Vehicle that is the subject of this Offer is the only warranty applicable to the Motor Vehicle and is in lieu of all other warranties whatsoever, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that Dealer will not be liable to Purchaser hereunder, or at law or equity for any liability, claim, loss, damage or expense caused directly or indirectly by the said Motor Vehicle or any deficiency or defect thereof or the operation, maintenance or repair thereof. Further, Dealer shall have no liability whatsoever (including, without limitation, liability for indirect consequential damages) arising from any latent, patent or other defect in the Motor Vehicle, including any fundamental breach, or other failure or performance or operation of the Motor Vehicle.

8. If any part of the purchase price for the Motor Vehicle that is the subject of this Offer is to be financed, this Offer may be accepted by Dealer tendering to Purchaser the standard time sale agreement form of a designated finance company or bank properly completed when the said Motor Vehicle is available for delivery to the Purchaser and that time sale agreement form plus this Offer shall prevail. The said time sale agreement shall be at the rates and on the terms current at the date of actual delivery of the Motor Vehicle.

9. As security for the due payment of all monies payable and the performance of all my obligations hereunder, Purchaser grants, assigns and conveys a Security Interest in the Motor Vehicle purchased hereunder, and the proceeds therefrom, to the Dealer. Purchaser hereby waives receipt of, and the right to receive, a copy of any financing statement to be registered under the Personal Property Security Act, or the verification statement with respect to such registration. Purchaser intends the security interest granted herein to attach and be effective immediately.

*Lakhvir Saugha* 2023-04-23 .....

Accepted by Purchaser

Date

Witness

10. If the Motor Vehicle that is the subject of this Offer is a used vehicle, Purchaser acknowledges that the rating of its general condition is provided by comparing its present selling price to the price of the same vehicle when new, except to those known defects known in this Offer. 11. This Offer constitutes the entire understanding or agreement between the Dealer and Purchaser and there is no understanding or agreement, oral or written, which is not set forth herein. This Offer is an irrevocable offer and may only be terminated in accordance with its terms and may be amended only by agreement in writing signed by the Dealer and Purchaser.

### New Vehicle Warranty/Demonstrator/Used Manufacturer's Warranty

12. Where the Motor Vehicle that is the subject of this Offer is a new vehicle, there are no warranties, express or implied, made by the Dealer or the manufacturer regarding the said Motor Vehicle except the printed manufacturer's new vehicle or demonstrator/used vehicle warranty delivered to Purchaser with the Motor Vehicle which shall apply and the same is hereby made a part hereof as though fully set forth herein. In the case of a used vehicle, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty.

(Duplicate - accepted by Dealer)

(Original - accepted by Purchaser)



I have been advised of, and fully understand the benefits and features that have been presented to me, regarding the following options:

	Purchased	Declined
Dealer Financing Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dealer Leasing Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gap Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Down Payment Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Life Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accident & Health Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Engine Warranty	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extended Chassis Warranty	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accident Downtime Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Major Mechanical Downtime Waiver	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Serial# 6 REEFER TRAILERS

JAGDEEP SANGHA TRANSPORT INC.

Buyer's Name (please print)

Co-Buyer's Name (please print)

Dealership Signature

*Lakhvir Sangha*

Buyer's Signature

Co-Buyer's Signature

23 APR, 2023

Date

# **AGREEMENT TO FURNISH INSURANCE CONDITIONAL SALE CONTRACT**

**Daimler Truck Financial**

INSURANCE TO BE PROVIDED BY			
Agent's Name:		Insurance Co:	
Address:			
Telephone:			
Policy Number:		Effective Date: From:	To:

Coverage: ☐ Fire, Theft per vehicle DTF Named as Loss Payee? ☒ Yes ☐ No  
☐ Comprehensive per vehicle  
☐ Collision per vehicle \$ \_\_\_\_\_ Deductible

If self-insured to any extent, please provide details:

VEHICLE(S) INSURED				
Year	Make	Model	Body	Serial Number
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR5320PS002053
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR5328PS002057
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR5323PS002077
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR5329PS002083
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR5320PS002084
2023	VANGUARD	COOL GLOBE	REEFER TRAILER	2SHSR532XPS002125

BUYER			
Name: Jagdeep Sangha Transport Inc.			Date of Contract: 23/04/2023
Address: 23 Wild Brook Bay			Driver's License No:
WINNIPEG	MB	R2R1W4	Telephone: 2042981721

## **AGREEMENT AND ACKNOWLEDGMENT**

In accordance with the Conditional Sale Contract/Security Agreement, Buyer hereby agrees to provide Daimler Truck Financial Services Canada Corporation (DTF) with an insurance policy which will provide comprehensive and collision insurance for each of the above referenced vehicles. Buyer agrees that the deductible for coverage shall not exceed the greater of \$5,000 or 5% of the selling price of the respective vehicle. Buyer agrees to request that a **Loss Payable Endorsement** be issued in favour of and to mail a copy to:

Daimler Truck Financial Services Canada Corporation, located at:

2680 Matheson Blvd. East, Suite 202, Mississauga, ON L4W 0A5

Buyer further agrees to request that DTF be named as additional insured.

Buyer's Signature: Lakhvir Sangha Date: 23 APR, 2023  
 Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **DEALER CONFIRMATION**

Confirmed By: ☐ Agency ☐ Insurance Company

Name of Contact: \_\_\_\_\_

Date: \_\_\_\_\_



Dealer/Salesperson Signs

**TRANSOLUTIONS TRUCK CENTRES LTD.**

Name of Dealership

## AMORTIZATION SCHEDULE

Customer Name:	Jagdeep Sangha Transport Inc.	Date:	23/04/2023
Prepared By:	TRANSOLUTIONS TRUCK CENTRES LTD.	Term:	60
Program Name:	Custom Retail	Total Amount Financed:	\$ 713,906.45
Payment Frequency:	Monthly		
Payment Type:	Irregular		
APR:	7.49%		

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
1	07/06/2023	\$13,681.93	\$7,089.54	\$6,592.39	\$706,816.91
2	07/07/2023	\$13,681.93	\$9,330.65	\$4,351.28	\$697,486.26
3	07/08/2023	\$13,681.93	\$9,244.96	\$4,436.97	\$688,241.30
4	07/09/2023	\$47,644.38	\$43,266.22	\$4,378.16	\$644,975.08
5	07/10/2023	\$13,681.93	\$9,711.36	\$3,970.57	\$635,263.72
6	07/11/2023	\$13,681.93	\$9,640.78	\$4,041.15	\$625,622.94
7	07/12/2023	\$13,681.93	\$9,830.49	\$3,851.44	\$615,792.45
8	07/01/2024	\$13,681.93	\$9,767.06	\$3,914.87	\$606,025.39
9	07/02/2024	\$13,681.93	\$9,837.31	\$3,844.62	\$596,188.08
10	07/03/2024	\$13,681.93	\$10,143.73	\$3,538.20	\$586,044.35
11	07/04/2024	\$13,681.93	\$9,964.07	\$3,717.86	\$576,080.28
12	07/05/2024	\$13,681.93	\$10,145.17	\$3,536.76	\$565,935.11
13	07/06/2024	\$13,681.93	\$10,091.64	\$3,590.29	\$555,843.47
14	07/07/2024	\$13,681.93	\$10,269.42	\$3,412.51	\$545,574.05
15	07/08/2024	\$13,681.93	\$10,220.81	\$3,461.12	\$535,353.24
16	07/09/2024	\$13,681.93	\$10,285.65	\$3,396.28	\$525,067.59
17	07/10/2024	\$13,681.93	\$10,458.36	\$3,223.57	\$514,609.23
18	07/11/2024	\$13,681.93	\$10,417.25	\$3,264.68	\$504,191.98
19	07/12/2024	\$13,681.93	\$10,586.52	\$3,095.41	\$493,605.46
20	07/01/2025	\$13,681.93	\$10,548.57	\$3,133.36	\$483,056.89
21	07/02/2025	\$13,681.93	\$10,609.03	\$3,072.90	\$472,447.86
22	07/03/2025	\$13,681.93	\$10,967.36	\$2,714.57	\$461,480.50
23	07/04/2025	\$13,681.93	\$10,746.28	\$2,935.65	\$450,734.22
24	07/05/2025	\$13,681.93	\$10,907.14	\$2,774.79	\$439,827.08
25	07/06/2025	\$13,681.93	\$10,884.03	\$2,797.90	\$428,943.05
26	07/07/2025	\$13,681.93	\$11,041.29	\$2,640.64	\$417,901.76
27	07/08/2025	\$13,681.93	\$11,023.50	\$2,658.43	\$406,878.26
28	07/09/2025	\$13,681.93	\$11,093.63	\$2,588.30	\$395,784.63
29	07/10/2025	\$13,681.93	\$11,245.41	\$2,436.52	\$384,539.22
30	07/11/2025	\$13,681.93	\$11,235.73	\$2,446.20	\$373,303.49
31	07/12/2025	\$13,681.93	\$11,383.81	\$2,298.12	\$361,919.68
32	07/01/2026	\$13,681.93	\$11,379.63	\$2,302.30	\$350,540.05
33	07/02/2026	\$13,681.93	\$11,452.02	\$2,229.91	\$339,088.03
34	07/03/2026	\$13,681.93	\$11,733.61	\$1,948.32	\$327,354.42
35	07/04/2026	\$13,681.93	\$11,599.51	\$2,082.42	\$315,754.91

Payment #	Date	Payment Amount	Principal	Interest	Outstanding Balance
36	07/05/2026	\$13,681.93	\$11,738.09	\$1,943.84	\$304,016.82
37	07/06/2026	\$13,681.93	\$11,747.97	\$1,933.96	\$292,268.85
38	07/07/2026	\$13,681.93	\$11,882.67	\$1,799.26	\$280,386.18
39	07/08/2026	\$13,681.93	\$11,898.29	\$1,783.64	\$268,487.89
40	07/09/2026	\$13,681.93	\$11,973.98	\$1,707.95	\$256,513.91
41	07/10/2026	\$13,681.93	\$12,102.79	\$1,579.14	\$244,411.12
42	07/11/2026	\$13,681.93	\$12,127.14	\$1,554.79	\$232,283.98
43	07/12/2026	\$13,681.93	\$12,251.95	\$1,429.98	\$220,032.03
44	07/01/2027	\$13,681.93	\$12,282.22	\$1,399.71	\$207,749.81
45	07/02/2027	\$13,681.93	\$12,360.36	\$1,321.57	\$195,389.45
46	07/03/2027	\$13,681.93	\$12,559.27	\$1,122.66	\$182,830.18
47	07/04/2027	\$13,681.93	\$12,518.88	\$1,163.05	\$170,311.30
48	07/05/2027	\$13,681.93	\$12,633.47	\$1,048.46	\$157,677.83
49	07/06/2027	\$13,681.93	\$12,678.88	\$1,003.05	\$144,998.95
50	07/07/2027	\$13,681.93	\$12,789.29	\$892.64	\$132,209.66
51	07/08/2027	\$13,681.93	\$12,840.90	\$841.03	\$119,368.76
52	07/09/2027	\$13,681.93	\$12,922.58	\$759.35	\$106,446.18
53	07/10/2027	\$13,681.93	\$13,026.63	\$655.30	\$93,419.55
54	07/11/2027	\$13,681.93	\$13,087.65	\$594.28	\$80,331.90
55	07/12/2027	\$13,681.93	\$13,187.39	\$494.54	\$67,144.51
56	07/01/2028	\$13,681.93	\$13,255.06	\$426.87	\$53,889.45
57	07/02/2028	\$13,681.93	\$13,340.06	\$341.87	\$40,549.39
58	07/03/2028	\$13,681.93	\$13,441.28	\$240.65	\$27,108.11
59	07/04/2028	\$13,681.93	\$13,509.96	\$171.97	\$13,598.15
60	07/05/2028	\$13,681.93	\$13,598.45	\$83.48	\$-0.30
Total		\$854,878.25	\$713,906.75	\$140,971.50	

This is a quotation only. Rates, residuals, payment, terms and conditions are subject to verification and approval. Rates, residuals and terms are subject to change without notice. This Schedule is only an estimate and does not constitute a payoff balance. Please call if you want a payoff balance. Principal and interest varies based on the date the payment is posted. If you have recently made a payment, it may not be reflected in this Schedule.

# Signature Certificate

Reference number: 9GVXZ-D6DMT-AU6JW-PJKF5

## Signer

**Manoj Manwal**

Email: mmanwal@tsruck.ca

Sent:

Viewed:

Signed:

## Timestamp

26 Apr 2023 14:28:34 UTC

26 Apr 2023 14:28:37 UTC

26 Apr 2023 14:29:04 UTC

## Signature



IP address: 64.4.83.66

Location: Winnipeg, Canada

## Lakhvir Sangha

Email: lakhasangha@yahoo.com

Sent:

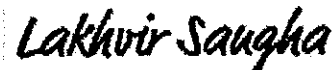
Viewed:

Signed:

26 Apr 2023 14:28:34 UTC

26 Apr 2023 14:30:00 UTC

26 Apr 2023 18:45:26 UTC



## Recipient Verification:

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IP address: 184.151.246.98

Location: Winnipeg, Canada

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Page 1 of 1



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**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA  
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT BRAMPTON

**MOTION RECORD (Vol. 1 of 3)**

**CAPSTONE LEGAL**  
1370 Hurontario Street  
Mississauga, ON L5G 3H4

**Danny M. Nunes (LSO #53802D)**  
Tel: (416) 414-3311  
Email: [dn@capstonelegal.ca](mailto:dn@capstonelegal.ca)

**Lawyers for Daimler Truck Financial Services Canada  
Corporation**