

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

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**B E T W E E N**

**MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD  
SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE  
SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY  
LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY  
LENDING FUND (UMINN) LP)**

**Applicant**

**and**

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC.,  
TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND  
I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX  
OPS CANADA CORPORATION**

**Respondents**

**MOTION RECORD OF THE RECEIVER**

February 2, 2024

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

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**B E T W E E N**

**MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND (UMINN) LP)**

**Applicant**

**and**

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC., TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX OPS CANADA CORPORATION**

**Respondents**

**NOTICE OF MOTION**

FTI Consulting Canada Inc. (“**FTI Consulting**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”), without security, of substantially all of the assets, undertakings and properties of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX Ops Canada Corporation (collectively, “**Trade X**” or the “**Debtors**”), as set forth in further detail in the Receivership Order (as defined below) will make a motion to a Judge of the Commercial List as soon as the motion can be heard, at 330 University Avenue, 8<sup>th</sup> Floor, Toronto Ontario.

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

- In writing under subrule 37.12.1 (1);

- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

**THE MOTION IS FOR:**

- (a) A Declaration that the \$1,723,495 paid by Mr. Stephen Zhou to 1309767 Ontario Ltd., 2601658 Ontario Ltd. and Mr. Wouter Van Essen (the “**Techlantic Funds**”) are Property (as defined in the Receivership Order) of the Debtors;
- (b) An Order directing that 1309767 Ontario Ltd., 2601658 Ontario Ltd. and Mr. Wouter Van Essen transfer \$1,723,495 to the Receiver;
- (c) Costs of this motion; and
- (d) Such further or other order as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

**A. The Debtors**

1. The Debtors are primarily involved in operating a business-to-business vehicle trading platform for car dealerships to purchase inventory from or sell inventory to Canada and other overseas markets. Their operations are carried out by a number of entities, including Techlantic.
2. Techlantic, and certain other Debtors, entered into a senior secured revolving credit agreement dated February 5, 2021 (the “**Global Facility**”). MBL Administrative Agent II LLC (“**MBL**”) is the Administrative Agent for the Global Facility on behalf of a syndicate of lenders (the “**Lenders**”). MBL is the Applicant in this proceeding.
3. The Global Facility is a sophisticated agreement involving a number of related Debtors. In very simple terms, the Lenders advanced funds to purchase specific vehicles and took security over those vehicles or the proceeds earned by selling them. The Global Facility, as it relates to this motion, is summarized at a very high level below:

- (a) Techlantic acquired vehicles for sale;
- (b) the Lenders provided an advance to pay the purchase price for the vehicles (the “**Advance**”);
- (c) the amount available to the Debtors under the Global Facility was based on the collateral owned by the Debtors and listed on a borrowing base from time to time (the “**Borrowing Base**”);
- (d) when the vehicle was sold to an end user, the purchase price was (or should have been) deposited into a dedicated account over which the Lenders have security (the “**Collection Accounts**”).

**B. Appointment of the Receiver**

- 4. On December 4, 2023, MBL brought an application (the “**Receivership Application**”) to appoint FTI Consulting as and the Receiver of the Property, pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario), as amended.
- 5. MBL alleged that the Debtors had defaulted on their obligations under the Global Facility by, among other things, diverting vehicle sale proceeds totalling approximately \$7 million that should have been deposited into the Collection Accounts.
- 6. The Receiver has not independently verified MBL’s allegations. It notes, however, that the Debtors did not challenge MBL’s evidence.
- 7. On December 11, Penny J. issued an order (the “**Interim Order**”), among other things, adjourning the hearing of the Receivership Application until December 22, 2023 (the

“**Postponed Hearing**”) and appointing FTI Consulting as Information Officer in respect of the Debtors.

8. The adjournment was granted to provide the Debtors additional time to complete a sale transaction involving a party related to the Debtors that is not subject to these proceedings, and the Interim Order sought to otherwise preserve the *status quo* in respect of the Debtors.
9. In order to accomplish this goal, the Interim Order imposed a stay of proceedings that prevented any person from exercising any right or remedy against the Debtors from the date of the Order until the Postponed Hearing (the “**Stay Period**”), except with leave of the Court:

4. **THIS COURT ORDERS that during the Stay Period**, and subject to, *inter alia*, section 101 of the CJA, **all rights and remedies** of any individual, natural person, firm, corporation, partnership, limited liability corporation, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) **against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.** [emphasis added]

10. The Receivership Application was heard on December 22, 2023. That same day, Cavanagh J. issued an order (the “**Receivership Order**”) appointing FTI Consulting as the Receiver, without security, of the Property (as defined in the Receivership Order), including (among other things) Techlantic’s assets, undertakings and properties acquired for, or used in relation to a business carried on by Techlantic, including all proceeds thereof.
11. Pursuant to the Receivership Order, the Receiver is empowered to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of it.



12. The Receiver is also entitled to receive, preserve and protect the Property, and to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligation.

**C. Transfer of Techlantic Funds to 1309767 Ontario Ltd. and/or 2601658 Ontario Ltd.**

13. This motion relates to 14 vehicles (the “**Techlantic Vehicles**”) that the Van Essen Companies apparently purchased and subsequently sold to Techlantic.

14. Techlantic sold the Techlantic Vehicles to a customer named Stephen Zhou for a total of \$1,723,495 (defined above as the “**Techlantic Funds**”). According to Techlantic’s invoices, these sales occurred between September 2023 and December 2023, although Techlantic employees have advised the Receiver that these invoices were not provided to Mr. Zhou.

15. Techlantic listed the Techlantic Vehicles on the Borrowing Base, and received Advances under the Global Facility in respect of each Techlantic Vehicle.

16. Between November 28, 2023 and December 22, 2023 Mr. Zhou paid the Techlantic Funds to 1309767 Ontario Ltd. and 2601658 Ontario Ltd. (the “**Van Essen Companies**”).

17. The Van Essen Companies may not deal at arm’s length with Techlantic. The Techlantic officer responsible for these transactions is Eric Van Essen (“**Eric**”). The Van Essen Companies are owned and operated by Eric’s father, Wouter Van Essen (“**Wouter**”).

18. On January 2, 2024, Wouter wrote to Eric and others at Techlantic to advise that the Van Essen Companies had received the Techlantic Funds from Mr. Zhou. Wouter specifically

acknowledged that the Techlantic Funds represented “a payment due to Techlantic Ltd. of \$1,723,495”.

19. Wouten claimed to have applied the Techlantic Funds against a debt allegedly owed by Techlantic to the Van Essen Companies on December 20, 2023 (the “**Purported Set-Off**”).
20. The debt allegedly owed by Techlantic to the Van Essen Companies is not related to the Techlantic Vehicles. The alleged debt relates to transactions between Techlantic and the Van Essen Companies that took place in 2022.
21. As noted above, the Interim Order specifically prohibited any exercise of any right or remedy by any person against Techlantic (and the other Debtors). The Purported Set-Off occurred nine days after the Interim Order was issued and only two days before the Receivership Order was issued.

#### **The Receiver’s Attempts to Recover the Techlantic Funds**

22. By way of letter dated January 4, 2024, counsel to the Receiver (Goodmans LLP) advised counsel to the Van Essen Companies (Rosemount Law) that Techlantic Funds are Property (as defined in the Receivership Order) of Techlantic and demanded immediate payment of the Techlantic Funds.
23. The Van Essen Companies refused to return the Techlantic Funds. They asserted that the Techlantic Funds are not Property, because the Purported Set-Off Transaction occurred before the Receivership Order. The Receiver does not agree, because (among other reasons) the Purported Set-Off Transaction was prohibited by the Interim Order.

24. The Van Essen Companies also claim that they have a proprietary right to the Techlantic Funds because they sold the Techlantic Vehicles to Techlantic, their invoices to Techlantic state that title did not transfer to Techlantic until Techlantic made payment in full and Techlantic never made payment in full. The Receiver has not yet had an opportunity to fully investigate these claims.
25. In any event, the Receiver does not seek a final determination with respect to the Van Essen Companies' entitlement to the Techlantic Funds. All it seeks, at this stage, is to preserve the Techlantic Funds in accordance with the terms of the Receivership Order so that any competing claims to the Techlantic Funds can be addressed in an orderly manner.
26. Such further and other grounds as counsel may advise and this Honourable Court deems just.

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

- (a) The First Report of the Receiver, dated February 1, 2024;
- (b) Such further and other evidence as the parties may submit and this Honourable Court may allow.

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DATE: February 2, 2024

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Applicant Respondents

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

Proceeding commenced at Toronto

**NOTICE OF MOTION**

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**Court File No. CV-23-00710413-00CL**

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC.,  
TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND  
I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX  
OPS CANADA CORPORATION**

**FIRST REPORT OF FTI CONSULTING CANADA INC., AS COURT-  
APPOINTED RECEIVER**

**February 1, 2024**

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

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

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SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY  
LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY  
LENDING FUND (UMINN) LP)**

**Applicant**

**v.**

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC.,  
TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND  
I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX  
OPS CANADA CORPORATION**

**Respondents**

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## A. INTRODUCTION AND PURPOSE

1. This is the First Report of FTI Consulting Canada Inc. (“**FTI Consulting**”) in its capacity as receiver and manager (the “**Receiver**”), without security, of the following property (collectively the “**Property**”) of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. (“**Techlantic**”) and TX Ops Canada Corporation (collectively, “**Trade X**” or the “**Debtors**”):
  - (a) the assets, undertakings and properties of the Debtors (other than Trade X Group of Companies Inc. (“**Trade X Parent**”) and TX OPS Canada Corporation (“**TX Canada**”)) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof;
  - (b) the assets, undertakings and properties of Trade X Parent (other than the shares of 13517985 Canada Inc.) acquired for, or used in relation to a business carried on by Trade X Parent, including all proceeds thereof; and
  - (c) certain assets, undertakings and properties of TX Canada defined as the “TX Canada Collateral” in the Lovy Affidavit (as defined below).
2. By Order dated December 22, 2023 (the “**Receivership Order**”) the Receiver was appointed and authorized to (among other things) preserve the Property and any proceeds thereof, including Property belonging to Techlantic, one of the Debtors.
3. The Receiver learned that third parties, 1309767 Ontario Ltd. (“**130 Ontario**”) and 2601658 Ontario Ltd. (“**260 Ontario**”, and together with 130 Ontario, the “**Van Essen Companies**”) received proceeds from the sale of Property totaling approximately \$1.7 million (the “**Techlantic Funds**”) and purported to apply those proceeds to repay a debt owed by Techlantic to the Van Essen Companies.
4. The Receiver engaged with the Van Essen Companies and the Debtors to understand the transactions at issue, and it has formed the preliminary view that the Techlantic Funds are

Property within the meaning of the Receivership Order. The Van Essen Companies do not agree, and they have articulated various claims to the Techlantic Funds.

5. The Receiver is not, at this stage, in a position to reach a final conclusion with respect to entitlement to the Techlantic Funds. Assessing the claims asserted by the Van Essen Companies will require further time, and more evidence.
6. The Receiver's primary concern, at this stage, is to preserve the Techlantic Funds so that they can ultimately be paid to the appropriate party. The Receiver asked the Van Essen Companies to pay the Techlantic Funds to it, without prejudice to their claims. The Van Essen Companies refused. As a result, the Receiver has brought a motion for an Order directing the Van Essen Companies to pay the Techlantic Funds to the Receiver. The Receiver can then preserve the funds while it determines who is entitled to them.
7. This First Report sets out information relevant to the Receiver's motion, and the basis for the Receiver's recommendation that the Van Essen Companies be ordered to pay the Techlantic Funds to the Receiver.

## **B. TERMS OF REFERENCE**

8. In preparing this Report and making the comments herein, the Receiver has been provided with and has relied upon certain unaudited, draft and/or internal financial information, the motion materials filed in respect of this proceeding, the Debtors' books and records, and discussions with certain employees and former employees of the Debtors (collectively, the "**Information**"). Future oriented financial information relied upon in the Report is based on assumptions regarding future events. Actual results achieved may vary from this information and these variations may be material.
9. The Receiver has not audited or otherwise verified the accuracy or completeness of the Information in a manner that would, wholly or partially, comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

10. The Receiver has prepared this Report solely for the use of this Court and the stakeholders in these proceedings and will make a copy of the Report, and related documents, available on the Receiver's website at <http://cfcanada.fticonsulting.com/TradeX/>.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
12. Capitalized terms not defined in this Report have the meaning ascribed to them in the Receivership Order.

### **C. BACKGROUND AND OVERVIEW**

13. The Debtors are primarily involved in operating a business-to-business vehicle-trading platform for car dealerships to purchase inventory from or sell inventory to Canada and overseas markets. Their operations are carried out by a number of entities, including Techlantic.
14. Techlantic, and certain other Debtors, entered into a senior secured revolving credit agreement dated February 5, 2021 (the "**Global Facility**"). MBL Administrative Agent II LLC ("**MBL**") is the Administrative Agent for the Global Facility on behalf of a syndicate of lenders (the "**Lenders**"). A copy of the Global Facility is attached hereto as **Appendix "A"**.
15. The Debtors' corporate structure and lending arrangements are complex. In very simple terms, the Lenders advanced funds to purchase specific vehicles and took security over those vehicles or the proceeds earned by selling them. The Global Facility, as it relates to this motion, is summarized at a very high level below:
  - (a) Techlantic acquired vehicles for sale;
  - (b) the Lenders provided an advance to pay the purchase price for the vehicles (the "**Advance**");
  - (c) the amount available to the Debtors under the Global Facility was based on the collateral owned by the Debtors and listed on a borrowing base from time to time (the "**Borrowing Base**"); and

- (d) when the vehicle was sold to an end user, the purchase price was (or should have been) deposited into a dedicated account over which the Lenders have security (the “**Collection Accounts**”).
16. The operation of the Global Facility, and some background relating to the dealings between the parties, are set out in the Affidavit of Westin Lovy sworn December 4, 2023 (the “**Lovy Affidavit**”), a copy of which is attached hereto (without exhibits) as **Appendix “B”**. The Receiver has not confirmed that all of the information set out in the Lovy Affidavit is accurate, although that information was not challenged by cross-examination or contradicted by other evidence at (or in advance of) the Receivership application.

#### **D. THE RECEIVERSHIP**

17. On December 4, 2023, MBL brought an application (the “**Receivership Application**”) to appoint FTI Consulting as the Receiver of the Property pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada), as amended, and section 101 of the *Courts of Justice Act* (Ontario), as amended.
18. The Receivership Application was originally returnable on December 11, 2023. By Order of Justice Penny dated December 11, 2024 (the “**Interim Order**”), a copy of which is attached hereto as **Appendix “C”**, the hearing of the Receivership Application was postponed to December 22, 2023 (the “**Postponed Hearing**”). FTI Consulting was also appointed Information Officer in respect of the Debtors.
19. The adjournment was granted to provide the Debtors additional time to complete a sale transaction involving a party related to the Debtors that is not subject to these proceedings. The Interim Order sought to otherwise preserve the *status quo* in respect of the Debtors.
20. The Interim Order imposed a stay of proceedings that prevented any person from exercising any right or remedy against the Debtors from the date of the Interim Order until the Postponed Hearing, except with leave of the Court.

4. **THIS COURT ORDERS that during the Stay Period**, and subject to, *inter alia*, section 101 of the CJA, **all rights and remedies** of any individual, natural person, firm, corporation, partnership, limited liability corporation, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing,

collectively being “Persons” and each being a “Person”) **against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court. [emphasis added]**

21. The Receivership Application was heard on December 22, 2023, and this Court issued the Receivership Order, among other things, appointing FTI Consulting as the Receiver. A copy of the Receivership Order is attached hereto as **Appendix “D”**.
22. The Receivership Order authorized the Receiver to, among other things, take possession of and exercise control over the Property, including (among other things) the Debtor’s assets, undertakings and properties acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and any and all proceeds, receipts and disbursements arising out of it.

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

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

23. The Receiver is also entitled to receive, preserve and protect the Property, and to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligation.

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

[...]

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

[...]

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

## **E. THE RECEIVER'S MOTION**

### *(a) The relevant parties*

24. This motion concerns one of the Debtors, Techlantic. Techlantic is one of the entities that purchased and sold vehicles as part of the Debtors' business. The Receiver understands that Techlantic was previously owned and operated by Wouter Van Essen ("**Wouter**") before being sold to Trade X.
25. Wouter's son, Eric Van Essen ("**Eric**"), is an employee and former director of Techlantic. The Receiver understands that Eric was primarily responsible for the transactions that are described below, on behalf of Techlantic. By e-mail dated February 10, 2023, Eric advised the Lenders that he had accepted the position at Trade X that "will oversee the internal processes related to funding". A copy of this email is attached hereto as **Appendix "E"**.
26. Wouter is the principal of each of the Van Essen Companies. The Van Essen Companies have, in the past, sold vehicles to Techlantic.
27. In 2022, the Van Essen Companies sold to Techlantic 38 vehicles (the "**2022 Vehicles**"). Invoices provided by the Van Essen Companies in respect of the 2022 Vehicles are attached hereto as **Appendix "F"**.
28. According to the Debtors' accounting records, ownership of the 2022 Vehicles was transferred from Techlantic to another member of the Trade X group, TX OPS Indiana Limited ("**TX Indiana**"). TX Indiana sold the 2022 Vehicles to end users. However, TX Indiana did not pay Techlantic and Techlantic did not pay the Van Essen Companies for the 2022 Vehicles. The Receiver does not, at this stage, know why TX Indiana and Techlantic did not pay the Van Essen Companies for the 2022 Vehicles or what happened to the proceeds that TX Indiana received from the sale of the 2022 Vehicles.
29. According to Techlantic's accounting records, it owes \$1,462,443.74 to 130 Ontario and \$450,144.54 to 260 Ontario, for a total of \$1,912,588.28. This figure amounts to the payable for the 2022 Vehicles.

30. On January 30, 2023, two parties related to Techlantic, 13517985 Canada Inc. o/a Wholesale Express (“**Wholesale Express**”) and the Trade X Parent executed an irrevocable letter of direction to the Debtors’ counsel at Dentons Canada LLP (“**Dentons**”) directing Dentons to pay proceeds from the sale of Wholesale Express totalling \$2,048,583.78 to the Van Essen Companies. The Receiver understands that this sale transaction was not completed and no funds were paid pursuant to the letter of direction.
31. The Receiver understands that Wholesale Express is currently subject to separate proceedings pursuant to the *Companies’ Creditors Arrangement Act*. Pursuant to an Order dated January 12, 2024, the Superior Court of Quebec approved a purchase and sale transaction with respect to Wholesale Express. The transaction closed on January 23, 2024. To be clear, the CCAA transaction is separate from the transaction that was the subject of the letter of direction.

***(b) The 2023 Techlantic Vehicles***

32. The Receiver’s motion relates to 14 vehicles (the “**2023 Techlantic Vehicles**”) that Techlantic purchased from the Van Essen Companies in 2023. Techlantic sold the 2023 Techlantic Vehicles to a customer named Stephen Zhou for \$1,723,495 (as defined above, the “**Techlantic Funds**”).
33. According to Techlantic’s invoices, these sales occurred between September 2023 and December 2023. Copies of these invoices are attached hereto as **Appendix “G”**.
34. Techlantic sold other vehicles to Mr. Zhou in 2023, and the proceeds from these transactions were deposited into Techlantic’s bank accounts.
35. The Receiver understands that Mr. Zhou is a longstanding customer of both Techlantic and the Van Essen Companies. Mr. Zhou apparently purchases vehicles from Techlantic and sells them to end users in China.
36. Techlantic listed the 2023 Techlantic Vehicles on the Borrowing Base, and received Advances under the Global Facility in respect of each 2023 Techlantic Vehicle. Excerpts from the Borrowing Base listing the 2023 Techlantic Vehicles (which the Receiver has

filtered and highlighted, so only the relevant cars appear) are attached hereto as **Appendix “H”**.

37. According to Techlantic’s accounting records, Techlantic paid the Van Essen Companies in full for the 2023 Techlantic Vehicles. Accordingly, as of the December 22, 2023 receivership date, the only payable outstanding from Techlantic to the Van Essen Companies is \$1,912,588.28, which is equal to the amounts due to the Van Essen Companies for the purchase of the 2022 Vehicles.

*(c) The Purported Set-Off*

38. Between November 28, 2023 and December 22, 2023, Mr. Zhou paid the amounts owed in respect of the 2023 Techlantic Vehicles. Mr. Zhou did not, however, pay the amounts owed to Techlantic. He paid the Techlantic Funds to the Van Essen Companies.
39. On January 2, 2024, Wouter wrote to Eric and others at Techlantic to advise that the Van Essen Companies had received the Techlantic Funds from Mr. Zhou. Wouter specifically acknowledged that the Techlantic Funds represented “a payment due to Techlantic Ltd. of \$1,723,495”. A copy of this letter is attached hereto as **Appendix “P”**.
40. Wouter claimed to have applied the Techlantic Funds against a debt allegedly owed by Techlantic to the Van Essen Companies on December 20, 2023 (the “**Purported Set-Off**”). To be clear, this debt allegedly owed by Techlantic to the Van Essen Companies is not related to the 2023 Techlantic Vehicles. It is related to the 2022 Vehicles.

*(b) Conflicting explanations relating to the 2023 Techlantic Vehicles*

41. The Receiver asked Eric why 130 Ontario received proceeds from the sale of vehicles owned by Techlantic. Eric provided the following explanation to the Receiver in the e-mail dated January 16, 2024, a copy of which is attached hereto as **Appendix “J”**.
  - (a) Techlantic purchased the 2023 Techlantic Vehicles from 130 Ontario, and listed them on the Borrowing Base;



- (b) The 2023 Techlantic Vehicles were sold to Mr. Zhou's clients in China but listed under Mr. Zhou's name because he "helps with collections";
  - (c) The receivables were paid by Mr. Zhou to 130 Ontario as "part of the historical flow of business" and because 130 Ontario is an "intercompany account"; and
  - (d) 130 Ontario then typically paid the receivable to Techlantic.
42. The Receiver also contacted Mr. Zhou, and asked him to pay the purchase price for the 2023 Techlantic Vehicles to Techlantic since the invoices for the 2023 Techlantic Vehicles required payment to Techlantic. Based on the invoices, payment to the Van Essen Companies did not satisfy Mr. Zhou's obligations. A copy of the Receiver's letter to Mr. Zhou is attached hereto as **Appendix "K"**.
43. Mr. Zhou responded to the Receiver by e-mail dated January 10, 2024. He claimed that he sold the 2023 Techlantic Vehicles to 130 Ontario for export to China and that he did not know that Techlantic had any involvement in the transaction. A copy of Mr. Zhou's email is attached hereto as **Appendix "L"**.
44. Mr. Zhou's explanation is not consistent with the explanations provided by Wouter and Eric, since Mr. Zhou claims he was the *seller* of the vehicles and not the *purchaser*. He also seems to assert that Techlantic did not really own the 2023 Techlantic Vehicles.
45. As noted, Eric advised the Receiver that Techlantic did not send the invoices for the 2023 Techlantic Vehicles to Mr. Zhou and that the invoices were generated for unspecified internal purposes.

***(c) The Receiver's Efforts to Recover the Techlantic Funds***

46. As noted above, the Interim Order specifically prohibited any exercise of any right or remedy by any person against Techlantic (and the other Debtors). The Purported Set-Off occurred nine days after the Interim Order was issued and only two days before the Receivership Order was issued.

47. By way of letter dated January 4, 2024, counsel to the Receiver (Goodmans LLP) advised counsel to the Van Essen Companies (Rosemount Law) that the Techlantic Funds are Property (as defined in the Receivership Order) of Techlantic and demanded immediate payment of the Techlantic Funds. A copy of that letter is attached hereto as **Appendix “M”**.
48. The Receiver engaged in further correspondence with the Van Essen Companies, through counsel. Correspondence between counsel is attached hereto as **Appendix “N”**.
49. The Van Essen Companies refused to return the Techlantic Funds. They asserted that the Techlantic Funds are not Property, because the Purported Set-Off transaction occurred before the Receivership Order. The Receiver does not agree, because (among other reasons) the Purported Set-Off transaction was prohibited by the Interim Order.
50. The Van Essen Companies also claim that they have a proprietary right to the Techlantic Funds because they sold the 2023 Techlantic Vehicles to Techlantic, their invoices to Techlantic state that title did not transfer to Techlantic until Techlantic made payment in full and Techlantic never made payment in full. However, based on the material reviewed by the Receiver, Techlantic *did* pay for the 2023 Techlantic Vehicles. It failed to pay for different vehicles, the 2022 Vehicles. This distinction is potentially relevant to the proprietary rights asserted by the Van Essen Companies.
51. In addition, the Receiver has received different information about the 2023 Techlantic Vehicles from Mr. Zhou, Eric and Wouter. The Receiver will need to conduct a further investigation to determine the facts relating to these transactions and whether those facts support the claims asserted by the Van Essen Companies.
52. The Receiver’s motion does not seek a final determination with respect to the Van Essen Companies’ entitlement to the Techlantic Funds. At this stage, it seeks only to preserve the Techlantic Funds in accordance with the terms of the Receivership Order so that any competing claims to the Techlantic Funds can be addressed in an orderly manner.
53. Furthermore, and for clarity, this motion does not seek to address other potential matters among the Van Essen Companies and the Debtors at this stage. The Receiver notes that it

is reviewing additional information and further investigating matters relating to other transactions relating to the Van Essen Companies and the Debtors.

**F. CONCLUSION AND RECOMMENDATION**

54. For the reasons stated in this First Report, the Receiver respectfully requests and recommends that the Court grant the requested Order requiring the Van Essen Companies to transfer the Techlantic Funds to the Receiver.

The Receiver respectfully submits this, the First Report, to the Court.

Dated this 1<sup>st</sup> day of February, 2024.

FTI Consulting Canada Inc.,

solely in its capacity as Court-appointed Receiver of certain property of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradeexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic LTD., and TX OPS Canada Corporation, and not in its personal or corporate capacity



---

Paul Bishop  
Senior Managing Director



---

Kamran Hamidi  
Managing Director

## **APPENDIX “A”**

**SENIOR SECURED REVOLVING CREDIT AGREEMENT**

dated as of  
September 27, 2021

among

**TX OPS GLOBAL FUNDING I, LLC,**  
as Borrower

**TX OPS INDIANA LIMITED,**  
as Parent and Servicer

the Lenders Party hereto

and

**MBL ADMINISTRATIVE AGENT II LLC,**  
as Administrative Agent

up to \$50,000,000

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**THIS SENIOR SECURED REVOLVING CREDIT AGREEMENT**, dated as of September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into by and among **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the “Borrower”), **TX OPS INDIANA LIMITED**, an Indiana corporation (“Parent”), each of the **LENDERS** from time to time party hereto (individually, each a “Lender” and, together, the “Lenders”), and **MBL ADMINISTRATIVE AGENT II LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

## BACKGROUND

Borrower has requested that Lenders extend credit to it, on a senior secured revolving basis, subject to the limitations set forth herein, in an aggregate principal amount not exceeding the Revolving Commitment from time to time applicable hereunder at any one time outstanding. The proceeds of the credit extensions hereunder: (i) are to be used by Borrower to acquire equitable title to certain motor vehicles including the right to payment under certain purchase and sale agreements documenting the proposed sale of such motor vehicles, and for such other purposes as are permitted pursuant to Section 5.09, and (ii) shall be secured by the Collateral, pursuant to the Security Documents. Lenders are prepared to extend such credit to Borrower upon the terms and conditions hereof, and, accordingly, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Acceptable Bill of Lading” shall mean with respect to Financed Vehicles, a tangible, negotiable bill of lading accessible to Administrative Agent and with respect to which Administrative Agent or Custodian has control that (i) is issued either by an ocean carrier which is not an Affiliate of the applicable End Buyer, Seller, Parent or Borrower and which is in actual possession of such Financed Vehicle or by an Eligible NVOCC; (ii) covers only such Financed Vehicles; (iii) is issued to the order of the Applicable Seller or the Borrower or, if so requested by Administrative Agent, to the order of Administrative Agent; (iv) bears a conspicuous notation on its face of Administrative Agent’s security interest therein (unless such bill of lading is issued to the order of Administrative Agent, or otherwise waived by Administrative Agent in its sole discretion); (v) is subject to Administrative Agent’s duly perfected, first priority security interest and no other Lien that is not a Permitted Lien; and (vi) is otherwise in form and content acceptable to Administrative Agent.

“Acceptable Purchase Order” shall mean a purchase order or purchase agreement (A) for the purchase of Financed Vehicles that (i) is issued by the Applicable Purchaser to Seller, (ii) is signed by both Seller and the Applicable Purchaser, (iii) clearly evidences the transfer of title in such Financed Vehicles from Seller to the Applicable Purchaser, and (iv) is otherwise in form and content acceptable to Administrative Agent or as context may require, and (B) for the sale of Financed Vehicles that (i) is issued by the Applicable Seller to the End Buyer, (ii) is signed by both the End Buyer and the Applicable Seller, (iii) clearly evidences the transfer of title in such Financed Vehicles from the Applicable Seller to the End Buyer, and (iv) is otherwise in form and content acceptable to Administrative Agent.

“Accrued Facility Costs” means, all accrued but unpaid amounts which would be payable pursuant to Section 8.01(c)(i), (ii), and (iii)(A).

“Additional Revolving Commitment” means, in accordance with the terms of this Agreement, one or more increases in the aggregate Revolving Commitments which increases, in the aggregate, shall not exceed \$25,000,000 unless approved by the Required Lenders in their sole discretion.

“Administrative Agent” has the meaning assigned to such term in the Recitals.

“Administrative Agent Advance” has the meaning assigned to such term in Article X(m).

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Advance” means any borrowing under and advance by the Administrative Agent or any Lender under or in connection with this Agreement including, but not limited to, any Advance under Section 2.02, any Protective Advance, any LC Disbursement and any amounts paid by the Administrative Agent or its Affiliates to, for, or on behalf of, the Borrower under any Basic Document.

“Advance Rate” means for each Determination Date, (i) in respect of the Borrowing Base Value, ninety percent (90%) or (ii) in respect of the HST Tax Credit Value, (x) seventy-five percent (75%) for any HST Tax Credits paid by TX OPS Canada and/or Davidson Motors, as applicable, less than one hundred eighty (180) days prior to such Determination Date, (y) fifty percent (50%) for any HST Tax Credits paid by TX OPS Canada and/or Davidson Motors, as applicable, one hundred eighty (180) days or more prior to such Determination Date and (z) zero percent (0%) for any HST Tax Credit not properly filed on the monthly Tax returns of either TX OPS Canada or Davidson Motors, as applicable, within sixty (60) days of the date on which such HST Tax Credit was first paid by TX OPS Canada or Davidson Motors, as applicable.

“Advance Request” means a request by the Borrower for an Advance in accordance with Section 2.03 and substantially in the form of Exhibit D or such other form as shall be approved by the Administrative Agent.

“Adverse Change Notice Effective Date” has the meaning assigned to such term in Section 5.12.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” has the meaning assigned to such term in the Recitals.

“Amortization Payment” has the meaning assigned to such term in Section 2.07(b).

“Anti-Corruption Laws” means all laws, rules, and regulations of the United States, the European Union, the United Kingdom, the United Nations, or any other jurisdiction applicable to the Loan Parties and their respective Affiliates from time to time concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.

“Anti-Money Laundering & Counter Terrorist Financing Policy” shall mean the Trade X Group of Companies, Inc. document of that name dated June 2021, as amended from time to time.

“Anti-Money Laundering & Counter Terrorist Financing Procedures” shall mean the Trade X Group of Companies, Inc. Anti-Money Laundering & Counter Terrorist Financing Procedures for Compliance Staff dated June 2021, as amended from time to time.

“Anti-Money Laundering Laws” means all laws or regulations relating to financial recordkeeping and reporting requirements, money laundering or terrorist financing, of the United States, the United Nations Security Council, the United Kingdom and the European Union, including, without limitation, the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the “Bank Secrecy Act”), 31 U.S.C. §§ 5311 et seq., and 12 U.S.C. §§ 1818(S), 1820(B) and 1951 – 1959); Title III of the USA Patriot Act; 18 U.S.C. § 1956; 18 U.S.C. § 1957; and the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations, 31 C.F.R. Part 103; and 31 C.F.R. Chapter X.

“Anti-Terrorism Laws” means any Governmental Rules applicable to any member, shareholder or equity interest holder of any Loan Party, including but not limited to any Covered Entity, relating to terrorism, Sanctions and Export Control Laws, or money laundering, including, without limitation, to the extent applicable, (a) Anti-Money Laundering Laws, (b) the USA Patriot Act, (c) Part II.1 of the Criminal Code, R.S.C. 1985 c.C-46, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000, c. 17 and regulations promulgated pursuant to the Special Economic Measures Act, S.C. 1992, c. 17 and the United Nations Act, R. S. C. 1985, c. U-2, (d) any law prohibiting or directed against terrorist activities or the financing of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B), or (e) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

“Applicable Operating Procedures” means (i) with respect to a Trade X Vehicle, the Trade X Operating Procedures, and (ii) with respect to a Techlantic Vehicle, the Techlantic Operating Procedures.

“Applicable Percentage” means, with respect to any Lender, the percentage of the aggregate Revolving Commitments represented by such Lender’s Revolving Commitment. If the Revolving Commitments have terminated or expired, the Applicable Percentage shall be determined based upon the percentage of the total unpaid Advances owing to such Lender.

“Applicable Purchaser” means (i) in the case of a Trade X Vehicle, TX Ops Canada, or (ii) in the case of a Techlantic Vehicle, Techlantic.

“Applicable Rate” means, as of any Determination Date, an interest rate per annum equal to (x) 12% for each Advance related to a Techlantic Vehicle; provided that, in the event the Wholesale Value of the Techlantic Vehicles exceeds fifty (50%) of the aggregate Wholesale Value of all Financed Vehicles, the amount which exceeds 50% of such aggregate Wholesale Value shall have an Applicable Rate equal to the amount set forth in clause (y) herein, and (y) fourteen percent (14.00%) for all other amounts hereunder.

“Applicable Seller” means (i) in the case of a Trade X Vehicle, Parent, or (ii) in the case of a Techlantic Vehicle, Techlantic.

“Applicant” means, MBL Administrative Agent II LLC, in its capacity as the applicant of any Letters of Credit hereunder. Applicant may, in its discretion, arrange for one or more Letters of Credit to

be applied for by its Affiliates, in which case the term “Applicant” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate (it being agreed that such Applicant shall, or shall cause such Affiliate to, comply with the requirements of Section 2.16 with respect to such Letters of Credit). At any time there is more than one Applicant, all singular references to the Applicant shall mean any Applicant, either Applicant, each Applicant, the Applicant that has applied for the applicable Letter of Credit, or both (or all) Applicants, as the context may require.

“Applicant Sublimit” means, as of the Amendment Effective Date, the Revolving Commitments, in the case of such amount as shall be designated to the Administrative Agent and the Borrower in writing by an Applicant; provided that any Applicant shall be permitted at any time to increase or reduce its Applicant Sublimit in its sole discretion upon providing five (5) days’ prior written notice thereof to the Administrative Agent and the Borrower.

“Approved Country of Destination” means each of the countries set forth Schedule II on or any other country which may be approved by Administrative Agent in writing from time to time in its sole discretion.

“Approved Country of Origin” means the United States or Canada or any other country which may be approved by Administrative Agent in writing from time to time in its sole discretion..

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 11.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent and the Borrower.

“Authorized Person” means, with respect to the Borrower, the Servicer, or Parent, any officer, manager, general partner (including, in turn, any Authorized Person with respect to such Person), senior officer or other authorized signatory who is authorized to act for such Person and who is identified on the list of Authorized Persons delivered by such Person to the Administrative Agent on the Closing Date (as such list may be modified or supplemented from time to time thereafter).

“Avoided Transfer” has the meaning assigned to such term in Article X(o).

“Backup Servicer” means any Person that may be appointed by Administrative Agent at any time in its Permitted Discretion, at Borrower’s sole cost and expense, to act as backup servicer for the Collateral.

“Backup Servicing Agreement” means a backup servicing agreement executed by Backup Servicer, Borrower and Administrative Agent, from time to time as contemplated by this Agreement and providing for backup servicing of the Collateral, in accordance herewith, in each instance with the prior written approval of Administrative Agent, in its Permitted Discretion.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other

insolvency proceedings).

“Bankruptcy Code” means Title 11 of the United States Code, as amended from time to time, and the Rules thereunder, as amended from time to time.

“Bankruptcy Event” with respect to a Person, shall be deemed to have occurred if either:

(i) a case or other proceeding shall be commenced without the application or consent of such Person, in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or for all or substantially all of its assets, or any similar action with respect to such Person under any Governmental Rules relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed or unstayed, and in effect, for a period of sixty (60) consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the Bankruptcy Code or other similar laws now or hereafter in effect, or

(ii) an order for relief in respect of such Person shall be entered in a voluntary case under the Bankruptcy Code, or any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar Governmental Rules now or hereafter in effect, or such Person shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its assets, or shall make any general assignment for the benefit of creditors, or shall fail to, or admit in writing its inability to, pay its debts generally as they become due, or, if a corporation or similar entity, its board of directors shall vote to implement any of the foregoing.

“Basic Documents” means, collectively, this Agreement, the Promissory Notes, the Transfer Documents, the Security Documents, the Servicing Agreement, the Backup Servicing Agreement and each other document, instrument or agreement executed in connection with any of the foregoing, in each case, as amended, amended and restated, and in effect from time to time.

“Borrower” has the meaning assigned to such term in the Recitals.

“Borrowing Base” means, on any Determination Date, an amount equal to the lesser of:

(i) the Revolving Commitments minus the aggregate principal amount of all outstanding Advances;  
or

(ii) the aggregate sum of (x) the aggregate Borrowing Base Value of all Eligible Assets pledged as Collateral, *plus* (y) the aggregate HST Tax Credit Value *minus* (y) the Excess Concentration Amount.

“Borrowing Base Certificate” means a certificate executed by the president, chief financial officer, member or manager of the Borrower (or other Authorized Person having similar responsibilities) containing a calculation of the Borrowing Base of an Advance and substantially in the form of Exhibit C or such other form as shall be approved by the Administrative Agent. A *pro-forma* Borrowing Base Certificate shall be a Borrowing Base Certificate containing an estimate of the Borrowing Base of an Advance as of the future Determination Date stated therein.

“Borrowing Base Value” means, for each Eligible Asset, the lesser of (a) the Purchase Price for such Vehicle comprising the Eligible Asset or (b) the applicable Advance Rate multiplied by the Wholesale Value of such Vehicle comprising the Eligible Asset.

“Borrower Additional Revolving Commitment Request” has the meaning assigned to such term in Section 2.01(b).

“Breakage Ratio” means, with respect to any Collection Period, as of any Determination Date, the decimal value expressed as a percentage equal to (x) with respect to the aggregate pool of Financed Vehicles owned by Borrower, the aggregate Wholesale Value of such Financed Vehicles that became Defaulted Assets during such Collection Period divided by (y) the average daily cumulative Wholesale Value of the Financed Vehicles owned by the Borrower during the Collection Period ending two (2) calendar months prior to the Determination Date.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York or Toronto, Ontario are authorized or required by Governmental Rules to remain closed.

“Canadian Cash Management Bank” means Royal Bank of Canada or any other banks or other financial institutions, as approved in writing by Administrative Agent in its Permitted Discretion.

“Canadian Collection Account” means the deposit account number (i) 03232-1024777, held in the name of TX OPS Canada or (ii) 03232-1024801, held in the name of Davidson Motors, in each case, at Canadian Cash Management Bank and each other or successor collection account established in accordance with the terms hereof.

“Canadian Collection Account Control Agreement” means one or more deposit account control agreements in form and substance acceptable to Administrative Agent, to be entered into among Canadian Cash Management Bank, Administrative Agent, TX OPS Canada and Davidson Motors, as applicable, with respect to the Canadian Collection Account, in each instance as the same may be modified, amended or restated from time to time.

“Capital Expenditure” means, for any Person, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of any such Person in accordance with GAAP.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Cash Management Bank” means Silicon Valley Bank, or any other banks or other financial institutions, as approved in writing by Administrative Agent in its Permitted Discretion.

“Change of Control” means the occurrence of any of the following:

(i) any transaction or series of related transactions resulting in the sale or issuance of securities or any rights to securities of any Restricted Party representing in the aggregate fifty percent (50%) or more of its issued and outstanding voting securities (or fifty percent (50%) or more of the voting power), on a fully-diluted basis, or any transaction or series of related transactions resulting in the sale, transfer, assignment or other conveyance or disposition of any securities or any rights to securities of any Restricted Party by any holder or holders thereof representing in the aggregate fifty percent (50%) or more of the

issued and outstanding voting securities of such Restricted Party (or fifty percent (50%) or more of the voting power), on a fully diluted basis and the receipt of any consideration in connection therewith;

(ii) any transaction or series of related transactions resulting in the sale or issuance of securities or any rights to securities of any Restricted Party that results in any Person and its Affiliates owning in excess of fifty percent (50%) of the ownership interests in any Restricted Party (excluding any Person that is an owner of at least fifty (50%) of the ownership interests in such Restricted Party, as applicable, as of the Closing Date and identified on Schedule III) unless such intended transferee or purchaser is a Person which otherwise meets the Administrative Agent's underwriting criteria (applied in a non-discriminatory manner by the Administrative Agent in the use of its sole, but good faith, discretion) to be a borrower/customer of the Administrative Agent or is otherwise reasonably acceptable to the Administrative Agent (and as to which the Administrative Agent has received all information it shall reasonably request to perform its customary "know your customer" procedures), all of the foregoing as reasonably determined by the Administrative Agent;

(iii) Parent ceases to beneficially and of record own and control one hundred percent (100%) of the issued and outstanding units, membership interests, or other equity securities of the Borrower;

(iv) Ryan Davidson is no longer employed by Parent or its Affiliates, or is no longer actively involved in the management of Parent; and

(v) a sale, transfer or other disposition of fifty percent (50%) or more of the assets of any Loan Party, except as contemplated by the Basic Documents.

"Charged-Off Asset" means, any Defaulted Asset for which Recoveries thereon have not been deposited into the Collection Account within thirty (30) days of the date on which such Financed Vehicle became a Defaulted Asset.

"Closing Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 11.02).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means, collectively, all "Collateral", as and to the full extent such term is defined in each of the Security Documents.

"Collateral Assignment of Purchase Agreements" means, collectively, (i) the Collateral Assignment of Third Tier Purchase Agreement dated as of the Closing Date by Borrower in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders and acknowledged by Parent, (ii) the Collateral Assignment of Second Tier Purchase Agreement dated as of the Closing Date by Parent in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders, and acknowledged by TX OPS Canada, and (iii) the Collateral Assignment of Second Tier Purchase Agreement to be executed by Parent in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders, and acknowledged by Techlantic.

"Collection Account" means the deposit account number ending in \*\*\*3546, held in the name of Borrower at Cash Management Bank, and each other or successor collection account established in accordance with the terms hereof.

"Collection Account Control Agreement" means one or more deposit account control agreements in form and substance reasonably acceptable to Administrative Agent, to be entered into among Cash

Management Bank, Administrative Agent, and Borrower with respect to the Collection Account, in each instance as the same may be modified, amended or restated from time to time.

“Collection Period” means any calendar month.

“Collections” means all payments by or on behalf of (i) End Buyers in respect of a Fourth Tier Purchase Agreement (including, without limitation, the End Buyer Purchase Price, any End Buyer Breakage Fee and the End Buyer Fee) or (ii) any other Person in respect of such Person’s purchase of any Financed Vehicles in the ordinary course of Applicable Seller’s business, in either case, in the form of cash, checks, wire transfers, electronic transfers, automatic teller machine transfers or any other form of payment and all other fees and other amounts payable to, or received by, Borrower, Parent, or Servicer, or any Affiliate of Borrower, Parent, or Servicer in respect of any Financed Vehicles or any Insurance Proceeds deriving from any Financed Vehicles. For the avoidance of doubt, “Collections” includes, without limitation, all payments, proceeds or products in respect of a Financed Vehicle, by or on behalf of any End Buyer or any other Person, including principal, interest or any other fees or charges owed by such End Buyer and Recoveries. For the avoidance of doubt, sales or other Taxes, license, title registration and recordation fees, and any other fees, charges or amounts customarily payable relating to the disposition of such Financed Vehicle or item of Collateral shall not be included in this definition of Collections; provided that HST Tax Credits shall be included in this definition of Collections.

“Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, (g) U.S. Securities and Exchange Commission, (h) U.S. Department of Transportation, and (i) U.S. Environmental Protection Agency.

“Consolidated Fixed Charge Coverage Ratio” means, as of any date, on a consolidated basis for Parent and its Subsidiaries, the ratio of (a) EBITDA *minus* Non-Financed Capital Expenditures *minus* cash taxes, *minus* cash Distributions, *plus* Rent Expense, to (b) the *sum* of (i) Interest Expense, *plus* (ii) scheduled principal payments on Funded Debt, *plus* (iii) scheduled payments on Capital Lease Obligation *plus* (iv) Rent Expense, in each case for the immediately preceding twelve (12) month period.

“Control Agreements” means, individually and collectively, each of (i) the Collection Account Control Agreement, (ii) the Operating Account Control Agreement, (iii) the Canadian Collection Account Control Agreements, and (iv) any future deposit account control agreement in form and substance reasonably satisfactory to Administrative Agent, as each may be modified, amended or restated from time to time.

“Controlled Accounts” means, collectively, the Collection Account, the Operating Account, the Canadian Collection Accounts and any other deposit or investment account subject to a Control Agreement granting Administrative Agent control over such account(s) for the benefit of the Administrative Agent and the Lenders.

“Covered Entity” means (a) Borrower and each of the other Loan Parties and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition only, control of a Person shall mean the direct or indirect (i) ownership of, or power to vote, twenty-five percent (25%) or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (ii) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.



“Credit Extension Date” means any date on which an Advance is made to the Borrower hereunder.

“Custodial Agreement” means any custodial agreement by and among Borrower, each Custodian and Administrative Agent, as the same may be amended, modified, supplemented, restated, replaced or renewed in writing from time to time.

“Custodian” means an Eligible NVOCC or such Person as Administrative Agent, in its Permitted Discretion, engages from time to time, at Borrower’s sole cost and expense, to maintain custody of all Vehicle Titles (to the extent required by such Approved Country of Destination), the applicable Acceptable Bill of Lading and certain original and duplicate documents and instruments related thereto and take certain actions in connection therewith.

“Custodian Certificate” shall mean an original certificate in the form annexed to the Custodial Agreement, duly completed and signed by the applicable Custodian in accordance with the terms and conditions of the Custodial Agreement.

“Custodian Certificate Delivery Date” means each date on which the Custodian Certificate is required to be delivered pursuant to the Custodial Agreement.

“Davidson Motors” means Davidson Motors Incorporated, a Canadian corporation, and its successors and assigns.

“Davidson Pledge Agreement” means the Pledge Agreement, dated as of the Closing Date, made by Davidson Motors in favor of Administrative Agent and the Lenders, as amended, supplemented or otherwise modified from time to time.

“Default” means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulted Asset” means, each Financed Vehicle that has been acquired by Borrower (i) for which the End Buyer Purchase Price thereof has not been deposited into the Collection Account within thirty (30) days after such Financed Vehicle arrives at the Approved Country of Destination or (ii) which ceases to be in the possession, custody or control of an Eligible NVOCC.

“Defaulting Lender” means, subject to Section 2.04(e), any Lender that has failed to (i) fund its *Pro Rata* Share of any Advance on the date such funding was required to be made in accordance with Section 2.04(a), or (ii) pay to the Administrative Agent, any other Lender, or their respective Affiliates, any other amount in excess of \$25,000 required to be paid by it hereunder within fifteen (15) calendar days of the date when due. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under either or both of clause (i) or (ii) above shall be conclusive and binding absent manifest error.

“Designated Depository Institution” means any depository institution that is insured by the Bank Insurance Fund, National Credit Union Administration or the Savings Association Insurance Fund of the FDIC, approved in writing by the Administrative Agent in its Permitted Discretion and shall include initially the Cash Management Bank and Canadian Cash Management Bank.

“Determination Date” means any date of determination hereunder.

“Distribution” means any dividend, distribution, or other payment (whether in cash, securities, or other assets and including any sinking fund or similar deposit) in respect of the equity interests of a Person or on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such

equity interest, or on account of any return of capital to such Person's shareholders, partners, members, or other Persons with equivalent ownership interests.

“Dollars” or “\$” refers to lawful money of the United States of America.

“EBITDA” means, for any period, the total of net income for such period, *plus* the following items to the extent deducted in determining net income for such period, (a) Interest Expense, (b) income tax expense, (c) depreciation expense, (d) amortization expense, and (e) other non-cash charges, expenses or losses (excluding any such non-cash charge to the extent it represents an accrual or reserve for potential cash charge in any future period or amortization of a prepaid cash charge that was paid in a prior period), *minus*, to the extent included in determining net income for such period, the sum of (i) unusual or non-recurring gains and non-cash income, (ii) any other non-cash income or gains increasing net income for such period (excluding any such non-cash gain to the extent it represents the reversal of an accrual or reserve for potential cash charge in any prior period) and (iii) any gains realized from the disposition of assets outside of the ordinary course of business, all as determined on a consolidated basis.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Asset” means each Financed Vehicle acquired by Borrower from Parent pursuant to the Third Tier Purchase Agreement that (i) satisfies each of the following eligibility requirements (unless the Administrative Agent agrees in writing to waive any such eligibility requirement with respect to such Financed Vehicle) or (ii) has been approved in writing as an “Eligible Asset” by the Administrative Agent in its sole and absolute discretion:

- a) Unless subject to an Acceptable Purchase Order, such Financed Vehicle was posted for sale by a Seller on the Trade X Platform for purchase by an End Buyer;
- b) End Buyer Purchase Price for such Financed Vehicle under the related Fourth Tier Purchase Agreement, and all other amounts owing thereunder, are payable in Dollars;
- c) as of the date such Financed Vehicle is first included as part of the Collateral, the End Buyer is not in default of its obligations under the related Fourth Tier Purchase Agreement;
- d) such Financed Vehicle is not a Charged-Off Asset at any time;
- e) the acquisition of such Financed Vehicle by Borrower will not cause the Borrower or the pool of Collateral to be required to register as an investment company under the 1940 Act;
- f) such Financed Vehicle is held at Wholesale Value;

- g) each End Buyer meets the Applicable Operating Procedures or is otherwise approved by the Administrative Agent in writing in their sole and absolute discretion from time to time;
- h) the Fourth Tier Purchase Agreement relating to such Financed Vehicle complies with all applicable Governmental Rules and will not cause Administrative Agent or any Lender to fail to comply with any request or directive from any Governmental Authority having jurisdiction over Administrative Agent or such Lender;
- i) giving effect to the provisions of Sections 9-406 and 9-408 of the UCC, each Fourth Tier Purchase Agreement relating to such Financed Vehicle is eligible to be assigned to the Borrower and to have a security interest therein granted to the Administrative Agent, as agent for the Lenders;
- j) such Financed Vehicle was acquired by Parent and sold to Borrower pursuant to the Third Tier Purchase Agreement in accordance with the Applicable Operating Procedures;
- k) the Fourth Tier Purchase Agreement evidencing the sale of such Financed Vehicle to an End Buyer is documented on the Trade X Platform and such sale complies with the Terms and Conditions in the form attached to this Agreement as Exhibit G;
- l) (i) no other Person, other than the Applicable Purchaser and the End Buyer (to the extent of its contractual right to acquire the Financed Vehicle through the Trade X Platform or an Acceptable Purchase Order), owned or claimed any legal or equitable interest in such Financed Vehicle as of the Transfer Date and such Financed Vehicle is free and clear of any Lien other than any Permitted Lien, and (ii) following the Transfer Date, such Financed Vehicle shall be 100% owned by Borrower and no other Person (other than Borrower, Administrative Agent and related End Buyer, to the extent of its contractual right to acquire the Financed Vehicle through the Trade X Platform pursuant to the Fourth Tier Purchase Agreement) owns or claims any legal or equitable interest therein;
- m) To the extent such Financed Vehicle is located in the United States, the Borrower has a first-priority perfected Lien on such Financed Vehicle as “Inventory” (as that term is defined in Section 9-102 of the UCC), free and clear of any other Lien other than any Permitted Lien, including language on the financing statement (or any equivalent filing statement) that such Lien is for the benefit of the Administrative Agent as assignee and the Borrower has granted to the Administrative Agent a valid and perfected first priority security interest in Borrower’s rights in such Vehicle;
- n) the Borrower has good and marketable title to, and is the sole owner of, such Financed Vehicle, subject to the End Buyer’s contractual right to acquire the Financed Vehicle, and the Borrower has granted to the Administrative Agent a valid and perfected first priority security interest in the Financed Vehicle;
- o) such Financed Vehicle, and any payment made with respect to such Financed Vehicle by an End Buyer or any other Person, is not subject to any sales tax, import tax, withholding tax, fee or governmental charge;
- p) all consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority or any other Person required to be obtained, effected or given in connection with the making, acquisition or transfer of such Vehicle, Financed Vehicle and the related Fourth Tier Purchase Agreement have been duly obtained, effected or given and are in full force and effect;

- q) each Purchase Agreement (i) constitutes the legal, valid, binding and enforceable obligation of the parties thereto, (ii) is not subject to a right of rescission, setoff, counterclaim, defense (including the defense of usury), dispute, recoupment, or adjustment, and (iii) is not subject to a challenge in any legal or administrative proceeding;
- r) all information provided to the Administrative Agent by the Borrower, Parent (as seller) and Servicer relating to the Financed Vehicle is true, correct and complete;
- s) no Purchase Agreement relating to such Financed Vehicle has been amended, waived, modified, renewed, supplemented or restated from its original terms in any manner in violation of the Applicable Operating Procedures or this Agreement;
- t) the original of the applicable Acceptable Bill of Lading for such Financed Vehicle has been delivered to the Custodian in accordance with this Agreement and the Custodial Agreement and Administrative Agent has a valid and perfected first priority security interest in Borrower's rights in such Financed Vehicle;
- u) if a Backup Servicer has been appointed, all information relating to such Financed Vehicle required to be delivered to the Backup Servicer pursuant to the Backup Servicing Agreement have been delivered to the Backup Servicer;
- v) no End Buyer has defaulted in any material respect with respect to its obligations to purchase Vehicles from the Applicable Seller pursuant to any Fourth Tier Purchase Agreement more than one (1) time during any twelve (12) month period;
- w) (i) neither the Financed Vehicle nor the related Vehicle is subject to, or affected by, a Level Two Regulatory Event and (ii) the acquisition date of such Financed Vehicle by Borrower did not occur after the occurrence of a Level One Regulatory Event hereunder;
- x) such Financed Vehicle has a Wholesale Value equal to or greater than \$3,500;
- y) such Financed Vehicle is less than ten (10) years old;
- z) such Financed Vehicle is on board (1) a marine vessel and in the possession of a common carrier or Eligible NVOCC that has issued an Acceptable Bill of Lading or (2) an overland rail carrier or motor carrier in the United States or Canada and subject to a straight bill of lading in form and substance satisfactory to Administrative Agent in its sole discretion;
- aa) any NVOCC with respect to such Financed Vehicle is an Eligible NVOCC and has issued an Acceptable Bill of Lading;
- bb) such Financed Vehicle is fully insured, to the extent of at least 100% of its Wholesale Value, by marine cargo, stock throughput or other insurance in such amounts, with such insurance companies, subject to such deductibles and against such risks (including war and terrorism risks) as are satisfactory to Administrative Agent and in respect of which Administrative Agent has been named as sole lender loss payee pursuant to a lender loss payee endorsement;
- cc) one original counterpart of the Acceptable Bills of Lading, if applicable, in respect of such Financed Vehicle (whether issued by a carrier or an NVOCC) is in the possession of Administrative Agent, Custodian or any other agent of Administrative Agent;

- dd) the End Buyer of such Financed Vehicle is not a Prohibited Person;
- ee) each Vehicle related to such Financed Vehicle must be shipped from an Approved Country of Origin a to an Approved Country of Destination; and
- ff) such Financed Vehicle is subject to an Acceptable Purchase Order or Fourth Tier Purchase Agreement, as applicable.

“Eligible Assignee” means: (i) an insurance company, investment or mutual fund, finance company, financial institution, or other entity that is an “accredited investor” (as defined in Regulation D under the Securities Act) that (a) is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and (b) has (together with its Affiliates) total assets, or a net worth, or assets under management, in excess of \$50,000,000; (ii) a commercial bank organized under the laws of the United States, or any state thereof, having total assets or a net worth in excess of \$50,000,000; (iii) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, having total assets or a net worth in excess of \$50,000,000, provided, that, such bank is acting through a branch or agency located in the United States and has not been subject to a Bail-In Action or action of any EEA Resolution Authority, the application of any Write-Down and Conversion Powers by an EEA Resolution Authority, or a Bail-In Action or order during the preceding 24 calendar months; (iv) any Lender, or any Affiliate of any Lender (other than a natural person, the Borrower or any Affiliate of the Borrower), provided, that, in the case of an Affiliate of a Lender, such Affiliate has the financial ability to fund that portion of the Revolving Commitment assigned to it, as determined by the Administrative Agent in its Permitted Discretion; (v) any Person under common investment management with a Lender or an Affiliate of a Lender (other than a natural person, Borrower or any Affiliate of Borrower), provided, that, such Person has the financial ability to fund that portion of the Revolving Commitment assigned to it, as determined by the Administrative Agent in its Permitted Discretion; or (vi) any other Person (other than a natural Person) approved by the Administrative Agent and, so long as no Default or Event of Default has occurred and is continuing, the Borrower, which Borrower consent shall not be unreasonably delayed or withheld.

“Eligible Deposit Account” means an account maintained with a Designated Depository Institution.

“Eligible NVOCC” shall mean with respect to any Vehicle, an NVOCC for such Vehicle that (i) is not an Affiliate of Borrower, Parent, Seller or the applicable End Buyer and is otherwise acceptable to Administrative Agent; (ii) is engaged by (y) Administrative Agent to act as hold the Acceptable Bills of Lading for the Administrative Agent in accordance with the terms of the Freight Forwarder Agreement and (z) Parent or Borrower as freight forwarder with respect to such Vehicle; (iii) has received from the carrier a tangible bill of lading with respect to such Vehicle that names such NVOCC as consignee and has granted Administrative Agent a security interest in such bill of lading as security for the Obligations; (iv) has issued to the order of Borrower or, if so requested by Administrative Agent, to the order of Administrative Agent, an Acceptable Bill of Lading in respect of such Vehicle (and any bill of lading so issued to the order of Borrower shall name Borrower as consignee and conspicuously state on its face that it is subject to Administrative Agent’s security interest); (v) has not asserted any adverse claim or Lien against any such Vehicle except for the existence of inchoate statutory liens in the ordinary course of business with respect to fees for the NVOCC’s services which are not past due (vi) and is set forth in Schedule IV, as the same may be updated from time to time with the prior written consent of the Administrative Agent, not to be unreasonably withheld.

“End Buyer” means, with respect to any Fourth Tier Purchase Agreement (or Acceptable Purchase Order, as applicable), the Person or Persons obligated to pay the End Buyer Purchase Price for a Vehicle

and take delivery of such Vehicle, including any guarantor thereof, such Person shall have (i) submitted a business application to the Applicable Seller, (ii) been approved by the Applicable Seller for business credit in accordance with the Applicable Operating Procedures and (iii) to the extent required under the laws of the applicable jurisdiction, a dealer license validly existing, in good standing and issued by a Governmental Authority having jurisdiction over such End Buyer; provided that, if the applicable jurisdiction does not require the End Buyer to be licensed and in good standing in such applicable jurisdiction, Borrower shall certify to Administrative Agent in its request for an Advance that no such license is required.

“End Buyer Breakage Fee” means any amounts owing by an End Buyer to Parent in accordance with the Applicable Operating Procedures for failure to consummate the purchase of a Vehicle from the Applicable Seller under a Fourth Tier Purchase Agreement.

“End Buyer Fee” means the fee owing by an End Buyer to Parent for the use of the TRADE X Platform.

“End Buyer Deposit” means the security deposit paid by an End Buyer to Parent upon the purchase of Vehicles on the Trade X Platform or Acceptable Purchase Order, as applicable, in accordance with the Applicable Operating Procedures.

“End Buyer Purchase Price” means the purchase price owing by an End Buyer for the purchase of a Vehicle from the Applicable Seller pursuant to a Fourth Tier Purchase Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“ERISA Affiliate” shall mean, when used with respect to any Person, any trade or business, whether or not incorporated, that together with such Person, would be deemed to be a single employer within the meaning of Section 4001(b) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” has the meaning assigned to such term in Article IX.

“Excess Concentration Amount” means, as of any Determination Date, the sum of the following amounts:

- (a) the amount by which all Financed Vehicles with a Wholesale Value of \$100,000 or greater exceeds ten percent (10%) of the aggregate Wholesale Value of all Financed Vehicles;
- (b) the amount by which the Wholesale Value of any Financed Vehicle exceeds \$200,000;
- (c) the amount by which the aggregate Wholesale Value of any pool of Financed Vehicles that are the same make and model exceeds fifteen percent (15%) of the aggregate Wholesale Value of all Financed Vehicles; and
- (d) the amount by which in excess of twenty percent (20%) (as determined by aggregate Wholesale Value) of Financed Vehicles with any End Buyer and any of such End Buyer’s Affiliates;

“Excess Spread Ratio” means, with respect to any Collection Period, as of any Determination Date, the decimal value expressed as a percentage equal to (x) with respect to the aggregate pool of Financed Vehicles owned by Borrower, the amount of gross profit earned by TX OPS Canada, Parent and the Borrower during such Collection Period divided by (y) the ending cumulative Wholesale Value of such Financed Vehicles during such Collection Period.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (i) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or in which it is otherwise doing business or, in the case of any Lender, in which its applicable lending office is located, (ii) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located, and (iii) Taxes imposed or withheld as a result of such Person not being a United States Person within the meaning of Section 7701(a)(30) of the Code.

“Expected Collections” means, with respect to any Defaulted Asset, the amount of Collections that would have been collected in respect of such Defaulted Asset had such asset not become a Defaulted Asset.

“Fair Value” means, as of the Determination Date, with respect to a portfolio of Financed Vehicles equal in size and characteristics to the portfolio of Financed Vehicles then held by Borrower, the fair market price that could be obtained if such portfolio was sold in a prudent manner, within a reasonable period of time, taking into account, among other factors, the amount of credit losses on such portfolio that would reasonably be expected to have been incurred by such Person during a period of time equal in length to the period Borrower would have held such portfolio in the absence of such sale, *plus*, without duplication, the amount of the loan loss reserve taken by Borrower as of such date with respect to such portfolio, in accordance with GAAP and pursuant to the exercise of reasonable business judgment.

“FDIC” means the Federal Deposit Insurance Corporation and any successor thereto.

“Federal Funds Effective Rate” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Financial Covenants” means each covenant set forth in Article VII.

“Financing Commitment” has the meaning assigned to such term in Section 11.14(a)(i).

“Financing Exclusivity” means the exclusive financing arrangement contemplated by Section 2.01(c).

“Financed Vehicle” means the equitable title to any Vehicle acquired by the Borrower from Parent with the proceeds of an Advance, together with the right to receive the End Buyer Purchase Price attributable to such Vehicle when sold to an End Buyer by the Applicable Seller or any other payments made by an End Buyer under a Fourth Tier Purchase Agreement.

“First Tier Purchase Agreement” shall mean (i) with respect to a Trade X Vehicle, each electronic

purchase and sale agreement or Acceptable Purchase order by and between a Seller and TX OPS Canada pursuant to which TX OPS Canada acquires such Trade X Vehicle from such Seller through the Trade X Platform or such Acceptable Purchase Order, as the same may be amended, restated or otherwise modified from time to time in accordance with the terms of this Agreement, or (ii) with respect to a Techlantic Vehicle, each purchase and sale agreement (which may be in electronic format) or Acceptable Purchaser Order by and between a Seller and Techlantic pursuant to which Techlantic acquires Vehicles from such Seller, as the same may be amended, restated or otherwise modified from time to time in accordance with the terms of this Agreement.

“Foreign Plan” shall mean any “employee benefit plan” as defined in Section 3(3) of ERISA that is (a) neither subject to ERISA nor a governmental plan within the meaning of Section 3(32) of ERISA and (b) mandated by a government other than the United States or a state within the United States or an instrumentality thereof.

“Fourth Tier Purchase Agreement” shall mean (i) with respect to a Trade X Vehicle, each electronic purchase and sale agreement by and between Parent and an End Buyer pursuant to which Parent sells a Trade X Vehicle to such End Buyer through the Trade X Platform, or through an Acceptable Purchase Order, for an amount equal to the End Buyer Purchase Price, as the same may be amended, restated or otherwise modified from time to time in accordance with the terms of this Agreement, or (ii) with respect to a Techlantic Vehicle, each purchase and sale agreement by and between Techlantic and an End Buyer pursuant to which Techlantic sells a Techlantic Vehicle to such End Buyer pursuant to an Acceptable Purchase Order for an amount equal to the End Buyer Purchase Price, as the same may be amended, restated or otherwise modified from time to time in accordance with the terms of this Agreement.

“Freight Forwarder Agreement” means a written agreement by and between the Servicer, Administrative Agent and an Eligible NVOCC in form and substance reasonably satisfactory to the Administrative Agent in its Permitted Discretion that sets forth all material terms of the Eligible NVOCC’s duties and responsibilities, and provides reps and warranties relating to timing, standards, and insurance to protect the value of the Vehicle(s) while in the possession of the Eligible NVOCC.

“Funded Debt” means, as of any date, for any Person (a) all outstanding obligations for borrowed money, whether or not evidenced by notes, bonds, debentures or similar instruments, (b) all Capital Lease Obligations, and (c) all obligations in respect of letters of credit, bankers’ acceptances and similar instruments.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Actions” means any and all consents, approvals, permits, orders, authorizations, waivers, exceptions, variances, exemptions or licenses of, or registrations, declarations or filings with, any Governmental Authority required under any Governmental Rules.

“Governmental Authority” means the government of the United States of America, or of any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity of the foregoing exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Governmental Rules” means any and all laws, statutes, codes, rules, regulations, ordinances, orders, writs, decrees and injunctions, of any Governmental Authority and any and all legally binding conditions, standards, prohibitions, requirements and judgments of any Governmental Authority.

“Grant” means mortgage, pledge, bargain, sell, warrant, alienate, remise, release, convey, assign,



transfer, create and grant a lien upon and a security interest in and right of set-off against, deposit, set over and confirm pursuant to the Security Documents. A Grant of the Collateral or of any other agreement or instrument shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of the Collateral and all other moneys payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring a Proceeding in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

“Guarantee” or “guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that, the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or liability in respect of customary representations (other than collectability) made in connection with the sale, assignment or disposition of assets in the ordinary course of business.

“Guaranty and Security Agreement” means, collectively, (i) the Guaranty and Security Agreement for the Reserve Collateral and the other collateral set forth therein, dated as of the Closing Date, executed by Parent and TX OPS Canada in favor of Administrative Agent, for the benefit of Administrative Agent and the Lenders, and (ii) the Guaranty and Security Agreement to be executed by Techlantic in favor of Administrative Agent, for the benefit of Administrative Agent and the Lenders, in each case as amended or modified from time to time in accordance with the terms thereof and this Agreement.

“HST Tax Credit Value” means the applicable Advance Rate multiplied by the HST Tax Credit.

“HST Tax Credit” shall mean the amount of harmonized sales tax and goods and services tax or similar taxes imposed on any Financed Vehicle under the federal laws of Canada or a province thereof paid by, and to be refunded or credited to, TX OPS Canada or Davidson Motors, as applicable.

“In-Transit Vehicle” means any automobile, truck or sport utility vehicle, excluding recreational vehicles, motorcycles, trailers, boats, and off-road sport vehicles, with a valid Vehicle Title currently in-transit to an Approved Country of Destination.

“Indebtedness” of any Person means, without duplication, (i) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person (other than trade payables incurred in the ordinary course of business) upon which interest charges are customarily paid, (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (v) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such

Person, whether or not the Indebtedness secured thereby has been assumed (in which case non-recourse Indebtedness, for the purpose of this clause (vi), shall be limited to the fair market value of the property subject to such Lien), (vii) all guarantees by such Person of Indebtedness of others, (viii) all Capital Lease Obligations of such Person, (ix) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, and (x) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Party” has the meaning assigned to such term in Section 11.03(c).

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indemnifying Party” has the meaning assigned to such term in Section 11.03(c).

“Indemnitee” has the meaning assigned to such term in Section 11.03(b).

“Ineligible Asset” means any Financed Vehicle which (i) fails to satisfy or comply with the definition of Eligible Asset and (ii) fails to be provided on the Custodian Certificate as required by Section 4.02(1).

“Initial Revolving Commitment” means \$25,000,000.

“Initial Offer” has the meaning assigned to such term in Section 11.14(a)(i).

“Initial Offer Matching Period” has the meaning assigned to such term in Section 11.14(a)(i).

“Insurance Proceeds” means any insurance proceeds received by Parent or Borrower as a result of theft, damage or destruction to a Vehicle relating to any Financed Vehicle.

“Interest Expense” shall mean, for any period, determined on a consolidated basis in accordance with GAAP, the sum of (a) total interest expense, including the interest component of any payments in respect of Capital Lease Obligations, capitalized or expensed during such period (whether or not actually paid during such period) *plus* (b) the net amount payable (or *minus* the net amount receivable) with respect to swap agreements during such period (whether or not actually paid or received during such period).

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the acquisition of all or any substantial portion of the equity interests issued by any other Person, (b) the creation, acquisition or division of any Subsidiaries, (c) the acquisition of all or a substantial portion of the assets or business of another Person or assets constituting a business unit, line of business or division of such Person, (d) a loan, advance or capital contribution to, any Person, or (e) any guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in case by such Person with respect thereto.

“Issuing Bank” means the Applicant's lender from time to time issuing any Letter of Credit hereunder.

“LC Collateral Account” has the meaning assigned to such term in Section 2.16(j).

“LC Disbursement” means any payment, whether as cash collateral, expenses, fees or otherwise, made by an Applicant pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all Letters of Credit outstanding at such time *plus* (b) the aggregate amount of all LC Disbursements relating to such Letters of Credit that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the aggregate LC Exposure at such time.

“Lenders” means the Persons listed on Schedule I and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a Lender hereunder pursuant to an Assignment and Assumption.

“Letters of Credit” means the letters of credit issued on behalf of Applicant pursuant to this Agreement for the benefit of Borrower and its Affiliates, and the term “Letter of Credit” means any one of them or each of them singularly, as the context may require.

“Letter of Credit Agreement” has the meaning assigned to it in Section 2.16(b).

“Level One Regulatory Event” means that a Governmental Authority has issued, served upon, or otherwise delivered to Borrower, Parent, Servicer, or any of their Affiliates, a written notice of such Governmental Authority’s commencement, or intention to commence, an investigation or inquiry relating in any way to any Vehicle, Financed Vehicle, Second Tier Purchase Agreement or Third Tier Purchase Agreement, which notice has not been rescinded, released, or otherwise terminated.

“Level Two Regulatory Event” means that a Governmental Authority has either (i) initiated an administrative or judicial proceeding challenging the legality, enforceability, validity or permissibility of matters relating to origination, servicing, or collection of certain, or all, Vehicle, Financed Vehicle, Second Tier Purchase Agreement or Third Tier Purchase Agreement, or (ii) issued or entered, an order, decree, demand, or judgment, any of which have, or may have, the effect of (a) staying, restraining, enjoining, or compelling Borrower, Parent, Servicer, or any of their Affiliates, to cease, desist in, or discontinue, Borrower’s, Parent’s, Servicer’s, or any of their Affiliates’ origination, servicing, collection, or ownership of Vehicle, Financed Vehicle, Second Tier Purchase Agreement or Third Tier Purchase Agreement, or (b) otherwise reducing the amounts previously collectible with respect to such Vehicle, Financed Vehicle, Second Tier Purchase Agreement or Third Tier Purchase Agreement.

“Level Two Regulatory Event Declaration” has the meaning assigned to such term in Section 2.01(e).

“Lien” means, with respect to any asset, (i) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, and (iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Loan Parties” means, collectively, Borrower, Parent, and each other Person that joins this Agreement or the other Basic Documents as a borrower or guarantor.

“Material Adverse Effect” means (i) a material adverse change in, or a material adverse effect upon,

the business, assets, operations or financial condition of any of the Loan Parties, (ii) a material impairment of the ability of Servicer or any of the Loan Parties to perform any of their respective obligations under this Agreement or any of the other Basic Documents to which it is a party, (iii) a material impairment of the Collateral, or (iv) a material adverse effect upon the binding effect, legality, validity or enforceability of this Agreement or any of the other Basic Documents against any Loan Party.

“Maturity Date” means the earliest to occur of (i) the three (3) year anniversary of the Closing Date, and (ii) the date on which the Administrative Agent has declared Advances due and payable pursuant to Article IX or any other provision of this Agreement; provided, clause (i) of the foregoing may be extended upon the mutual agreement of Borrower, the Administrative Agent and the Lenders, in each of their sole discretions.

“Measurement Period” means:

(i) for purposes of Sections 7.01 and 7.03, the period of three (3) Collection Periods immediately preceding any Determination Date; and

(ii) for purposes of Section 7.02, the Collection Period immediately preceding any Determination Date.

“Money Laundering & Terrorist Financing Risk Assessment” shall mean the Trade X Group of Companies, Inc. document of that name dated June 2021, as amended from time to time.

“Moody’s” means Moody’s Investors Service, Inc., or any successor thereto.

“Net Income” means, for any period, the consolidated net income (or loss) determined for the Parent and its Subsidiaries, on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Parent or any Subsidiary, and (b) the income (or deficit) of any Person (other than a Subsidiary) in which the Parent or any Subsidiary has an ownership interest, except to the extent that any such income is actually received by the Parent or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary, to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Document) or Governmental Rules applicable to such Subsidiary.

“Net Loss Ratio” means, with respect to any Collection Period, as of any Determination Date, the decimal value expressed as a percentage equal to (x) with respect to the aggregate pool of Financed Vehicles owned by Borrower, the sum of (i) the aggregate Expected Collections of all Defaulted Assets that became Defaulted Assets in the Collection Period ending one month prior to the Determination Date minus (ii) Recoveries on such Defaulted Assets divided by (y) the aggregate Expected Collections on such Defaulted Assets.

“Net Worth” means, as of any date, (a) the aggregate amount at which all assets of the Loan Parties, *minus* (b) the Total Liabilities of the Loan Parties, in each case as would be shown on a balance sheet at such date in accordance with GAAP.

“Non-Defaulting Lender” has the meaning assigned to such term in Section 2.04(b).

“Non-Financed Capital Expenditures” means, as of any date, on a consolidated basis for the Parent and its Subsidiaries, Capital Expenditures to the extent not made using Indebtedness.

“NVOCC” shall mean, with respect to any In-Transit Vehicle, a vessel operating common carrier engaged as a freight forwarder or otherwise to assist in the transport of In-Transit Vehicles to the Approve Country of Destination.

“Obligations” means all present and future indebtedness, loans, advances, costs, debts, liabilities and other liabilities and obligations (of any kind or nature, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Borrower to the Lenders or the Administrative Agent arising under this Agreement, or under any other Basic Document including, without limitation, all liability for principal of and interest on the Advances, fees incurred pursuant to Section 2.08, fees incurred pursuant to Section 5.04, fees payable in connection with an extension of any Maturity Date, the fees referred to in Section 8.01(c), Letters of Credit issued pursuant to Section 2.16, expense reimbursements, indemnifications and other amounts due or to become due by the Borrower to the Lenders or the Administrative Agent under this Agreement, the Promissory Notes, and/or any other Basic Document, including all expenses of Lenders or the Administrative Agent incurred in the documentation, negotiation, modification, enforcement, or collection in connection with any of the foregoing, including reasonable attorneys’ fees and expenses and all obligations of Borrower to Administrative Agent or Lenders to perform acts or refrain from taking any action, and shall include, with respect to each of the foregoing, interest, fees and other obligations that accrue after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, Parent, or any guarantor, whether or not a claim for post-filing or post-petition interest, fees, or other amounts is allowed in such proceeding, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease, guarantee, or in any other manner, whether arising out of overdrafts or deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of the Administrative Agent’s or any Lender’s non-receipt of or inability to collect funds or otherwise not being made whole in connection with any depository transfer, check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), joint or several, due or to become due, now existing or hereafter arising, regardless of how such indebtedness or liabilities arise or by what agreement or instrument they may be evidenced.

“Offeror” has the meaning assigned to such term in Section 11.14(a)(i).

“Operating Account” means an account in the name of Borrower, which shall be an Eligible Deposit Account.

“Operating Account Control Agreement” that certain deposit account control agreement, to be entered into among Cash Management Bank, Administrative Agent, and Borrower with respect to the Operating Account, as the same may be modified, amended or restated from time to time.

“Other Taxes” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies, including, without limitation, all penalties, interest, additions to tax, expenses, costs and fees, arising from any payment made under any Basic Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Basic Document.

“Overadvance” means, the occurrence as of any Determination Date, of the total outstanding principal amount of Advances of all Lenders exceeding (i) the Borrowing Base, or (ii) the aggregate Revolving Commitments of the Lenders.

“Parent” has the meaning assigned to such term in the Recitals.

“Participant” has the meaning assigned to such term in Section 11.04(c).

“Payment Date” means (i) Wednesday of each calendar week (or, if such day is not a Business Day, the next succeeding Business Day) and (ii) the Maturity Date.

“Permitted Discretion” means a determination or judgment made in good faith in the exercise of commercially reasonable (from the perspective of a secured lender) credit or business judgment.

“Permitted Investments” means each of the following:

(i) direct general obligations of the United States or the obligations of any agency or instrumentality of the United States fully and unconditionally guaranteed, the timely payment or the guarantee of which constitutes a full faith and credit obligation of the United States;

(ii) federal funds, certificates of deposit, time and demand deposits, and bankers’ acceptances (having original maturities of not more than 365 days) issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof, provided, that, (a) such federal funds, certificates of deposit, time deposits and banker’s acceptances are held in a Securities Account through which the Administrative Agent can perfect a security interest therein and (b) the short-term debt obligations of such bank are rated “A 1” or better by S&P and “P-1” or better by Moody’s;

(iii) investment agreements approved by the Administrative Agent, provided, that:

(a) the agreement is with a bank or insurance company which has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated “Aa2” or better by Moody’s and “AA” or better by S&P; and

(b) monies invested thereunder may be withdrawn without any penalty, premium or charge upon not more than one calendar days’ notice (provided such notice may be amended or canceled at any time prior to the withdrawal date); and

(c) the agreement is not subordinated to any other obligations of such insurance company or bank; and

(d) the same guaranteed interest rate will be paid on any future deposits made pursuant to such agreement; and

(e) the Administrative Agent receives an opinion of counsel that such agreement is an enforceable obligation of such insurance company or bank;

(iv) commercial paper (having original maturities of not more than 365 days) rated “A1” or better by S&P and “P1” or better by Moody’s;

(v) investments in money market funds rated in the highest rating category by any rating agency then rating such investments (which may be managed or purchased by the Administrative Agent or its Affiliates); and

(vi) investments approved in writing by the Administrative Agent;

provided, that, (A) no instrument described above is permitted to evidence either the right to receive (1) only interest with respect to obligations underlying such instrument or (2) both principal and interest payments derived from obligations underlying such instrument and the interest and principal payments with

respect to such instrument provided a yield to maturity at par greater than 120% of the yield to maturity at par of the underlying obligations; (B) no instrument described above may be purchased at a price greater than par if such instrument may be prepaid or called at a price less than its purchase price prior to stated maturity; and (C) in no event shall Permitted Investments include any obligation that is not denominated in Dollars.

Each of the Permitted Investments may be purchased by the Administrative Agent, or through an Affiliate of the Administrative Agent.

“Permitted Lien” has the meaning assigned to such term in the Security Agreement.

“Person” means any person or entity, including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity of any nature, whether or not a legal entity.

“Plan” shall mean an “employee benefit plan” as defined in Section 3(3) of ERISA that is covered by Title IV of ERISA.

“Pledge Agreement” means the Pledge Agreement, dated as of the Closing Date, made by Parent in favor of Administrative Agent and the Lenders, as amended, supplemented or otherwise modified from time to time.

“Pro Rata Share” of any amount means, with respect to any Lender, a fraction (expressed as a percentage) (i) at any time before the expiration of the Revolving Commitment Period, the numerator of which is the Revolving Commitment of such Lender and the denominator of which is the aggregate amount of the Revolving Commitments of all the Lenders, and (ii) at any time on and after the expiration of the Revolving Commitment Period, the numerator of which is the aggregate unpaid principal amount of the Advances made by such Lender and the denominator of which is the aggregate unpaid principal amount of all Advances at such time. For purposes of determining *Pro Rata Share*, a Defaulting Lender’s Revolving Commitment shall be deemed to equal only the portion of such Revolving Commitment actually funded by it.

“Proceeding” means any suit in equity, action at law or other judicial or administrative proceeding.

“Prohibited Person” shall mean any Person:

- a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the “Executive Order”);
- b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order;
- c) with whom Administrative Agent or any Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;
- d) who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;
- e) that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website,

<http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list;

- f) that is a Sanctioned Person or located in a Sanctioned Country; or
- g) who is an Affiliate of or affiliated with a Person listed above.

“Promissory Note” and “Promissory Notes” have the meanings assigned to such term in Section 2.06(e).

“Protective Advance” has the meaning assigned to such term in Section 2.02(e).

“Protective Advance Notice” has the meaning assigned to such term in Section 2.02(e).

“Purchase Agreements” means each First Tier Purchase Agreement, the Second Tier Purchase Agreement, the Third Tier Purchase Agreement and each Fourth Tier Purchase Agreement.

“Purchase Price” means (i) the actual amount paid by TX OPS Indiana to the Applicable Purchaser pursuant to the Second Tier Purchase Agreement (excluding the amount paid with respect to the harmonized sales tax), reduced by (ii) the End Buyer Deposit. For the avoidance of doubt, the calculation of the amount paid by TX OPS Canada shall be reduced by the related Seller’s payments and obligations, including the applicable platform fee (which shall not be less than 10%), export fees and export costs (including profits built into such costs by TX OPS Canada).

“Record Date” means with respect to each Payment Date, the close of business two (2) Business Days before such Payment Date.

“Recoveries” means all amounts received with respect to Charged-Off Assets, whether in the form of payments from, or on behalf of, End Buyers or any other Person, as proceeds of the sale of Charged-Off Assets, or otherwise.

“Register” has the meaning assigned to such term in Section 11.04(b)(iv).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Remarketing Agent” means (i) in the United States, TradeXpress Auto, Inc. and (ii) in any jurisdiction other than the United States, any Person similar to TradeXpress Auto, Inc. selected by the Borrower or the Servicer and satisfactory to the Administrative Agent in its sole discretion.

“Rent Expense” means, as of any date, the aggregate consolidated cash rental obligations of Parent and its Subsidiaries determined in accordance with GAAP which are under leases of real estate or personal property (net of income from subleases thereof), whether or not such obligations are reflected as liabilities or commitments on a consolidated balance sheet of Parent and its Subsidiaries or in the notes thereto.

“Replacement Lender” has the meaning assigned to such term in Section 2.04(c).

“Replacement Notice” has the meaning assigned to such term in Section 2.04(c).

“Reportable Compliance Event” means that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or



has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

“Required Lenders” means, at any time, the Administrative Agent, and Lenders holding aggregate *Pro Rata* Shares of Advances representing more than 51% of the total Advances outstanding hereunder at such time; provided that, for any Determination Date on which there are no Advances then outstanding hereunder, “Required Lenders” means the Administrative Agent, and Lenders holding aggregate *Pro Rata* Shares of unused Revolving Commitments representing more than 51% of the total unused Revolving Commitments at such time; and provided, further, that the *Pro Rata* Share of Advances and unused Revolving Commitments held by any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Required Principal Payment” shall mean, as of any Determination Date, the amount by which the aggregate principal amount of outstanding Advances has exceeded the Borrowing Base.

“Reserve Collateral” means that certain collateral consisting of Vehicles (excluding Financed Vehicles), cash, or a letter of credit owned by TX OPS Canada and pledged by TX OPS Canada to the Administrative Agent in an amount not less than the Reserve Collateral Amount pursuant to that certain Guaranty and Security Agreement.

“Reserve Collateral Amount” shall mean, as of any Determination Date, the amount equal to the average monthly operating expenses (averaged over the prior three fiscal months) of TX OPS Canada and its Affiliates, multiplied by six, which, in any event, shall not exceed \$5,000,000.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Restricted Party” shall mean any Loan Party or any shareholder, partner, member or non-member manager, or any direct or indirect legal or beneficial owner of, any Loan Party or any non-member manager.

“Revolving Commitment” or “Revolving Commitments” means (i) as to any Lender, the aggregate commitment of such Lender to make Advances, expressed as an amount representing the maximum aggregate amount of such Lender’s credit exposure hereunder, as set forth on Schedule I, as the same may be (A) increased from time to time pursuant to Section 2.01(b), or (B) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 11.04, and (ii) as to all Lenders, the aggregate Revolving Commitments of all Lenders to make Advances in an amount not to exceed the sum of the Initial Revolving Commitment, plus, if applicable, the Additional Revolving Commitment, provided, that, in no event shall the aggregate Revolving Commitments exceed \$50,000,000. After the expiration of the Revolving Commitment Period, the amount of the Revolving Commitments shall be zero.

“Revolving Commitment Period” means the period commencing on the Closing Date and ending on the earliest to occur of (i) the two (2) year anniversary of the earlier to occur of (y) the first Advance and (z) the six (6) month anniversary of the Closing Date and (ii) the date on which the Revolving Commitments are terminated pursuant to Sections 2.05, 2.07, 2.13, 12.01, or Article IX; provided, clause (i) of the foregoing may be extended upon the mutual agreement of Borrower, the Administrative Agent and the Lenders, in each of their sole discretion.

“Revolving Exposure” means, with respect to any Lender, at any time, the sum of the aggregate outstanding principal amount of such Lender’s Loans and its LC Exposure at such time.

“Rolling Average Breakage Ratio” means, with respect to any Determination Date, the average of

the Breakage Ratios determined with respect to each of the three (3) Collection Periods immediately preceding such Determination Date.

“Rolling Average Excess Spread Ratio” means, with respect to any Determination Date, the average of the Excess Spread Ratios determined with respect to each of the three (3) Collection Periods immediately preceding such Determination Date.

“Rolling Average Net Loss Ratio” means, with respect to any Determination Date, the average of the Net Loss Ratios determined with respect to each of the three (3) Collection Periods immediately preceding such Determination Date.

“Sanctioned Country” means a country or territory which is the subject of or target of any Sanctions and Export Control Laws (at the time of this Agreement, with regard to the United States, the Crimea region of Ukraine, Cuba, Iran, North Korea, Venezuela, and Syria).

“Sanctioned Person” means any Person (a) listed on any Sanctions and Export Control Laws-related list maintained by a Governmental Authority or otherwise recognized as a specially designated, prohibited, sanctioned or debarred Person, or subject to any limitations or prohibitions (including, but not limited to, the blocking of property or rejection of transactions), under any Sanctions and Export Control Law, (b) greater than fifty percent (50%) owned, directly or indirectly, or otherwise controlled by one or more Persons described in clause (a) above, or (c) located, organized, or resident in a Sanctioned Country.

“Sanctions and Export Control Laws” means any law, regulation or order applicable to the Administrative Agent, Lenders, any Loan Party or the Collateral related to (a) export controls, including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, and, where applicable, the Canadian Export and Import Permits Act, R.S.C., 1985, c. E-19, and regulations made thereunder, or (b) economic sanctions, including, but not limited to, those administered by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations, the European Union and any European Union Member State, the United Nations, Her Majesty’s Treasury of the United Kingdom and Global Affairs Canada.

“S&P” means Standard & Poor’s Rating Services, a division of The McGraw Hill Companies, Inc., or any successor thereto.

“Second Tier Purchase Agreement” means that certain purchase and sale agreement, dated as of the date hereof, between the Applicable Purchaser and Parent pursuant to which from time to time from and after the Closing Date, the Applicable Purchaser shall sell and Parent shall purchase certain Financed Vehicles and the rights in and to the related Fourth Tier Purchase Agreements acquired by the Applicable Purchaser from a Seller pursuant to a First Tier Purchase Agreement on the terms set forth in such purchase and sale agreement, as the same may be amended, modified, supplemented or restated from time to time in accordance with the terms of this Agreement.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Security Agreement” means the Security Agreement, dated as of the Closing Date, executed by Borrower in favor of Administrative Agent, for the benefit of Administrative Agent and the Lenders, as amended or modified from time to time in accordance with the terms thereof and this Agreement.

“Security Documents” means, collectively, the Security Agreement, the Guaranty and Security Agreement, each Control Agreement, the Collateral Assignment of Purchase Agreement, the Pledge

Agreement, the Davidson Pledge Agreement, each Freight Forwarder Agreement, the Transfer Documents, all Uniform Commercial Code financing statements filed with respect to any Collateral, the Trade X Global Guaranty, and all other assignments, pledge agreements, security agreements, control agreements and other instruments executed and delivered on or after the date hereof by the Borrower pursuant to the Security Agreement or otherwise providing or relating to any collateral security for any of the Secured Obligations under and as defined in the Security Agreement.

“Seller” means, with respect to any First Tier Purchase Agreement, the Person(s) obligated to sell any Vehicle(s) to TX OPS Canada (or Parent, as applicable) under such First Tier Purchase Agreement or Acceptable Purchase Order.

“Servicer” means Parent and any other Person engaged as a replacement servicer by Administrative Agent pursuant to the terms hereof.

“Servicer Account” means the deposit account number ending in \*\*\*6925, held in the name of the Servicer at Cash Management Bank, and each other or successor servicer account established by the Servicer or any replacement servicer.

“Servicer Default” has the meaning assigned to such term in the Servicing Agreement.

“Servicer Report” means, with respect to each Payment Date, a report executed by an Authorized Person of the Servicer containing the amounts payable by the Borrower from the Collection Account on such Payment Date substantially in the form of Exhibit I or such other form as shall be approved by the Administrative Agent, which shall be distributed to the Administrative Agent no later than such Payment Date, or, with respect to the final Maturity Date, five (5) Business Days prior to such final Maturity Date.

“Servicing Agreement” means the Servicing Agreement, dated as of the Closing Date, between Servicer and Borrower, as amended, modified, restated or replaced from time to time in accordance with this Agreement. Any servicing agreement entered into by and between Borrower, Administrative Agent and a replacement Servicer following the termination of the Servicing Agreement pursuant to Section 5.07(e) shall be, on and after the date of such agreement, be the “Servicing Agreement”.

“Similar Laws” has the meaning assigned to such term in Section 3.01(s).

“State” means any one of the states of the United States of America or the District of Columbia.

“Subsequent Offer” has the meaning assigned to such term in Section 11.14(a)(ii).

“Subsequent Offer Matching Period” has the meaning assigned to such term in Section 11.14(a)(ii).

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (i) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Anything herein to the contrary notwithstanding, the term “Subsidiary” shall not include any Person that constitutes an investment held by the Borrower in the ordinary course of business and that is not, under GAAP, consolidated on the financial

statements of the Borrower and its Subsidiaries. Unless otherwise specified, “Subsidiary” means a Subsidiary of the Borrower.

“Tangible Net Worth” means, as of any date, the Net Worth for the Loan Parties on a consolidated basis, *minus* (a) capitalized research and development costs, capitalized interest, debt discount and expense, goodwill, patents, trademarks, copyrights, franchises, licenses and such other assets as are properly classified as “intangible assets”, (b) the principal amount of Indebtedness owed by any Loan Party to an Affiliate, and (c) Investments in any Loan Party by an Affiliate.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings, including, without limitation, all penalties, interest, additions to tax, expenses, costs and fees, imposed by any Governmental Authority.

“Techlantic” means Techlantic Ltd.

“Techlantic Operating Procedures” means the Techlantic Operational Procedures attached hereto as Exhibit F-2, as such Exhibit may be amended from time to time in accordance with the terms of this Agreement.

“Techlantic Vehicle” means a Financed Vehicle purchased by Techlantic from a Seller pursuant to a First Tier Purchase Agreement.

“Terms and Conditions” means the Terms and Conditions of the Trade X Platform in substantially the form attached hereto as Exhibit G, as the same may be amended, restated or otherwise modified from time to time so long as the same are approved in writing by the Administrative Agent from time to time.

“Third Party Claim” has the meaning assigned to such term in Section 11.03(c).

“Third Tier Purchase Agreement” means the purchase and sale agreement, between Parent and Borrower pursuant to which from time to time from and after the Closing Date, Parent shall sell and Borrower shall purchase the Vehicles acquired by Parent from the Applicable Purchaser pursuant to a Second Tier Purchase Agreement, as the same may be amended, modified, supplemented or restated from time to time in accordance with the terms of this Agreement.

“Total Liabilities” means, as of any date, for the Loan Parties on a consolidated basis, all obligations required by GAAP to be classified as liabilities on a balance sheet.

“Trade X Group” shall mean Trade X Group of Companies, Inc., a Canadian corporation, and its successors and permitted assigns.

“Trade X Operating Procedures” means the TradeX Global Operational Procedures attached hereto as Exhibit F-1, as such Exhibit may be amended from time to time in accordance with the terms of this Agreement.

“Trade X Platform” means a global B2B automotive trading platform operated by TX OPS Canada, connecting End Buyers and Sellers through a secure marketplace offering an end to end service solution that handles the middle mile of identified trade corridors, more specifically handling the foreign exchange, logistics, compliance, duties, etc., as may be required by destination country regulators.

“Trade X Vehicle” means a Financed Vehicle purchased by TX OPS Canada from a Seller pursuant to a First Tier Purchase Agreement.

“Transactions” means the execution, delivery and performance by the Borrower of this Agreement and the other Basic Documents to which it is a party, the making of Advances hereunder, the issuance of Letters of Credit hereunder and the use by the Borrower of the proceeds thereof in accordance with the terms hereof.

“Transfer Date” means, with respect to each Eligible Asset, the date on which such Eligible Asset is sold and conveyed by Parent to the Borrower pursuant to the Second Tier Purchase Agreement.

“Transfer Documents” means the Second Tier Purchase Agreement, the Third Tier Purchase Agreement and each other document evidencing the sale of a Vehicle from the Applicable Purchaser to Parent or the sale of a Financed Vehicle from Parent to Borrower.

“TX OPS Canada” shall mean TX OPS Canada Corporation and its successors and permitted assigns.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Uncured Defaulting Lender” means a Lender that is a Defaulting Lender for a period of forty-five (45) consecutive calendar days or more.

“Vehicle” means any automobile, truck or sport utility vehicle, excluding recreational vehicles, motorcycles, trailers, boats, and off-road sport vehicles, with a valid Vehicle Title which is also an In-Transit Vehicle.

“Vehicle Title” means the certificate of title or registration, as applicable, issued by the department of motor vehicles or other corresponding instrumentality or agency of any State or Canadian province.

“Wholesale Value” means, with respect to any Vehicle as of the effective date of the related Third Tier Purchase Agreement, the wholesale value for such Vehicle on such date determined by Mannheim Market Report; provided, however, that if a wholesale value for such Vehicle is unavailable from Mannheim Market Report, one of Black Book or Kelly Blue Book may be used, in each case, taking into account the age, condition and mileage of such Vehicle.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In

Legislation that are related to or ancillary to any of those powers.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Capitalized terms used herein which are not specifically defined herein shall have the meanings provided in the UCC in effect on the date hereof to the extent the same are used or defined therein.

Section 1.03 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

Section 1.04 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the Applicant and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

## ARTICLE II

### THE CREDITS

#### Section 2.01 The Revolving Commitments.

(a) Revolving Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Advances in Dollars to the Borrower from time to time during the

Revolving Commitment Period in an amount that does not exceed the Borrowing Base and that, in an aggregate principal amount, will not result in (i) such Lender's outstanding Advances exceeding such Lender's Revolving Commitment then in effect or (ii) the total outstanding Advances of all Lenders exceeding the aggregate Revolving Commitments then in effect. Following the Revolving Commitment Period, the Lenders shall have the right, but not the obligation, to make Advances in Dollars to the Borrower from time to time subject to the terms and conditions of this Section 2.01(a).

(b) Increase in Revolving Commitments. Subject to the other terms of this Section 2.01(b), upon the funding, in accordance with the terms of this Agreement, of Advances in an aggregate principal amount equal to or greater than eighty-five percent (85%) of the Initial Revolving Commitment (x) at the written request of the Borrower to the Administrative Agent, the Lenders shall have the right, but not the obligation, to increase the aggregate Revolving Commitments pursuant to the Additional Revolving Commitment (any and each such request, a "Borrower Additional Revolving Commitment Request") and (y) at any time upon the written notification from the Administrative Agent to the Borrower and the Lenders, the Lenders shall increase the aggregate Revolving Commitments pursuant to an Additional Revolving Commitment in an amount equal to such Borrower Additional Revolving Commitment Request; provided that:

(i) both before and after giving effect to any Additional Revolving Commitment, no Event of Default, Level One Regulatory Event or Level Two Regulatory Event shall have occurred and be continuing;

(ii) no Lender shall be obligated to increase its Revolving Commitment and any increase in Revolving Commitment by any Lender shall be at the sole and absolute discretion of such Lender;

(iii) any increase in the aggregate Revolving Commitments which is accomplished by increasing the Revolving Commitment of any Lender or Lenders who are at the time of such increase a Lender hereunder (any such Lender shall provide or withhold its consent to such increase in its sole discretion) shall be accomplished by amending Schedule I to reflect the revised and agreed allocation of the Revolving Commitments;

(iv) any increase in the aggregate Revolving Commitments accomplished by the addition of a new Lender under this Agreement shall be accomplished as follows: (A) such Lender shall have been approved by Administrative Agent and Borrower in their sole discretion; (B) such Lender shall be an assignee pursuant to the terms of Section 11.04 or shall otherwise join this Agreement as a Lender, in each case, pursuant to such documentation requested by the Administrative Agent; and (C) Schedule I shall be amended to reflect such revised and agreed allocation of the Revolving Commitments;

(v) any Borrower Additional Revolving Commitment Request shall be in writing and delivered to the Administrative Agent. The Borrower may issue a Borrower Additional Revolving Commitment Request only after the funding, in accordance with the terms of this Agreement, of Advances equal to, or greater than eighty five percent (85%) of the Initial Revolving Commitment; provided that, if the Administrative Agent does not affirmatively respond and accept such request within five (5) Business Days of the delivery thereof (or deemed delivery pursuant to the terms of this Agreement) then such request shall automatically be deemed to have been rejected;

(vi) each increase in the aggregate Revolving Commitments pursuant to the

Additional Revolving Commitment shall be in increments of \$5,000,000;

(vii) after giving effect to such Additional Revolving Commitment, the aggregate Revolving Commitment of all Lenders shall not exceed \$50,000,000; and

(viii) Borrower shall deliver to Administrative Agent on or before the effective date of any Additional Revolving Commitment, each of the following (unless waived by Administrative Agent in its Permitted Discretion), in form and substance reasonably satisfactory to Administrative Agent; (a) upon request from any Lender, a replacement Promissory Note for any Lender whose Revolving Commitment is affected by such Additional Revolving Commitment, (b) each of the items described in Sections 4.01(c), (d), and (i), with respect to the Additional Revolving Commitment, and (c) such other agreements, information, certificates and documents as the Administrative Agent may reasonably request.

(c) Financing Exclusivity. Each Loan Party agrees that, (A) at all times during each calendar month prior to when the outstanding amount of all Advances made under this Agreement during such calendar month equals or exceeds \$25,000,000.00, (i) Parent and its Affiliates shall sell to Borrower and Borrower shall purchase from Parent and its Affiliates, any Financed Vehicles owned by Parent or its Affiliates, to the extent qualifying as Eligible Assets hereunder, until the amount of Eligible Assets set out in Section 2.02(d) have been purchased in any calendar month, and (ii) Borrower shall have a right of first refusal, in consultation with Administrative Agent, to purchase from Parent or its Affiliates, pursuant to the Transfer Documents, any Eligible Assets over the amount specified in clause (i) hereof and all Ineligible Assets purchased by TX OPS Canada through the Trade X Platform, and (B) at all times thereafter when the outstanding amount of all Advances made under this Agreement equals or exceeds \$25,000,000.00 until the outstanding amount of all Advances made under this Agreement equals or exceeds \$50,000,000.00, (i) Parent and its Affiliates shall sell to Borrower and Borrower shall purchase from Parent and its Affiliates, one half of all the Financed Vehicles owned by Parent or its Affiliates, to the extent qualifying as Eligible Assets hereunder, and (ii) Borrower shall have a right of first refusal, in consultation with Administrative Agent, to purchase from Parent or its Affiliates, pursuant to the Transfer Documents, one half of all Ineligible Assets purchased by TX OPS Canada through the Trade X Platform. Each Loan Party agrees not to form, or consent to, or otherwise acquiesce in the formation of, any Affiliate of any Loan Party, or otherwise use any Affiliate of any Loan Party existing on the Closing Date, to originate, acquire or finance any Eligible Assets in circumvention of the intent of the covenants, agreements and obligations set forth in this Section 2.01(c) or Section 11.14.

(d) Substitution of Ineligible Assets; Re-purchase of Excess Concentration Assets. At any time, upon discovery by Borrower, or upon notice from Servicer or the Administrative Agent, that any Financed Vehicle that is Collateral hereunder, in whole or part, constitutes an Ineligible Asset or causes the Excess Concentration Amount to be greater than or equal to zero, if and to the extent such condition causes an Overadvance, as determined by Administrative Agent in the exercise of its Permitted Discretion, then Borrower shall, within three (3) Business Days after the earlier of its discovery or receipt of notice thereof, either (i) cure the applicable defect with respect to such Ineligible Asset to the reasonable satisfaction of Administrative Agent in its sole discretion, (ii) deliver to Administrative Agent, as Collateral, one or more substitute Eligible Assets in substitution for such Ineligible Asset, in which case, Borrower also shall deliver monthly to Administrative Agent, a schedule of any Ineligible Assets so removed and Eligible Assets so substituted and shall update all other reports and schedules accordingly or (iii) cause Parent to re-purchase, with the proceeds of such re-purchase deposited directly into the Collection Account,



such Ineligible Asset or any Financed Vehicle that causes the Excess Concentration Amount to exceed zero, in each case, in accordance with the Third Tier Purchase Agreement. Upon such substitution, the substitute Eligible Asset(s) shall be subject to the terms of this Agreement and the other Basic Documents in all respects, the Borrower shall be deemed to have made the representations and warranties applicable to Financed Vehicles hereunder with respect to each substitute Eligible Asset, in each case, as of the date of substitution, and Borrower shall be deemed to have made a representation and warranty that each Financed Vehicle so substituted is an Eligible Asset as of the date of substitution.

(e) Occurrence of Level One Regulatory Event or Level Two Regulatory Event. Upon the occurrence of a Level One Regulatory Event, Borrower shall, within two (2) Business Days (except to the extent prohibited by Governmental Rules), give notice thereof to Administrative Agent, advising Administrative Agent of the pertinent and material facts relating thereto (solely to the extent permitted by Governmental Rules), and that the Borrower, Parent or Servicer affected thereby, or one or more of their Affiliates, intends, or does not intend, to contest, in good faith, such Level One Regulatory Event. Borrower, thereafter, keep Administrative Agent reasonably and timely informed (solely to the extent permitted by Governmental Rules) with respect to all Level One Regulatory Events that remain pending. Upon the occurrence of a Level Two Regulatory Event, Borrower shall, within two (2) Business Days (except to the extent prohibited by Governmental Rules), give notice thereof to Administrative Agent, advising Administrative Agent of the pertinent and material facts relating thereto (solely to the extent permitted by Governmental Rules), and that the Borrower, Parent or Servicer affected thereby, or one or more of their Affiliates, intends, or does not intend, to contest, in good faith, such Level Two Regulatory Event. Upon the occurrence of any Level Two Regulatory Event, or at any time thereafter that such Level Two Regulatory Event continues without relief satisfied to Administrative Agent, Administrative Agent may declare, by notice to Borrower (a “Level Two Regulatory Event Declaration”), that such Vehicle, Financed Vehicle, or any Purchase Agreement which have the characteristics, as determined by Administrative Agent, that are the subject of such Level Two Regulatory Event shall be Ineligible Assets and shall be subject to the provisions of Section 2.01(d) of this Agreement.

#### Section 2.02 Advances, Etc.

(a) Obligations of Lenders. Each Advance shall be made by the Lenders ratably, in accordance with their respective Revolving Commitments; provided that such Advances shall be made ratably by the Lenders in accordance with their respective Revolving Commitments unless any Lender shall be a Defaulting Lender with respect to the applicable Advance, in which case the Non-Defaulting Lenders shall fund Advances solely to the extent expressly required by Section 2.04(b). The failure of any Lender to make any Advance required to be made by it shall not relieve any other Lender of its obligations hereunder.

(b) Type of Advances. Advances shall be denominated in Dollars.

(c) Minimum Amounts. Each Advance shall be in an amount of not less than (i) \$100,000.00 or (ii) such other amount approved in writing by the Administrative Agent.

(d) Limitation on Number and Aggregate Amount of Advances. Unless otherwise consented to by Lenders in their sole discretion, no more than one (1) Advance may be made during any calendar week, and the aggregate amount of Advances in any calendar month shall not exceed \$10,000,000 or such greater amount as agreed to by the parties.

(e) Protective Advances. The Borrower and the Lenders hereby authorize the Administrative Agent, either directly, or through one or more of its Affiliates, from time to time in Administrative Agent's Permitted Discretion, after the occurrence and during the continuance of a Default or an Event of Default, to make additional Advances (each a "Protective Advance") to the Borrower or any other Person for the benefit of the Borrower, in respect of all or any Advances that such Administrative Agent deems necessary or desirable, in each case, in Administrative Agent's Permitted Discretion (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of repayment of the obligations of the Borrower under this Agreement or (iii) to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement. Any Protective Advances, together with interest thereon, as provided herein, shall be repaid and allocated to the Administrative Agent in accordance with Section 8.01(c)(iii). Administrative Agent agrees to give Borrower notice, pursuant to Section 11.01, of Administrative Agent's intention to make a Protective Advance not less than three (3) Business Days prior to the making of any such Protective Advance (a "Protective Advance Notice"); provided that, in the event Administrative Agent determines, in its Permitted Discretion, that the making of a Protective Advance prior to giving a Protective Advance Notice is necessary to preserve, protect, and/or realize upon Collateral, then Administrative Agent may make such Protective Advance without a Protective Advance Notice and shall advise Borrower, both telephonically, and in writing, as promptly as practicable thereafter. The parties acknowledge and agree that no Protective Advance Notice shall be required during any period where the making thereof is stayed, or otherwise prohibited, by applicable Governmental Rules.

(f) Advances. Notwithstanding anything herein to the contrary, all Advances hereunder and all other amounts or Obligations from time to time owing to the Lenders or the Administrative Agent hereunder or under the other Basic Documents shall constitute one general obligation of the Borrower and are secured by the Administrative Agent's Lien on all Collateral as set forth more specifically in the Security Agreement, the Pledge Agreement, the Davidson Pledge Agreement and Guaranty and Security Agreement, as applicable.

#### Section 2.03 Requests for Advances.

(a) Notice by the Borrower. To request an Advance, the Borrower shall notify the Administrative Agent of such request in writing not later than 1:00 p.m., New York time, at least two (2) Business Days before the date of the proposed Advance, which request shall be by delivery, via electronic mail or telecopy, to the Administrative Agent of a written Advance Request in the form of Exhibit D, or such other form approved by the Administrative Agent, signed by the Borrower together with a *pro-forma* Borrowing Base Certificate for the proposed Advance based on the most current information available (which information will be updated by Borrower if and to the extent it changes prior to the applicable Credit Extension Date). The Borrower shall provide the Administrative Agent with all requirements of Section 2.03(b) hereof. Requests made after the 1:00 p.m. cutoff time shall be deemed made on the next Business Day.

(b) Content of Advance Requests. Each Advance Request shall comply with Section 2.02 and specify or include the following information:

- (i) the amount of the requested Advance;
- (ii) the date of such Advance, which shall be a Business Day;
- (iii) a certification by Borrower that each Financed Vehicle to be purchased by Borrower with the proceeds of the requested Advance is an Eligible Asset acquired

pursuant to the applicable Transfer Documents and will conform with the Applicable Operating Procedures;

(iv) a certification by Borrower that with respect to each Financed Vehicle included in the calculation of the Borrowing Base for such Advance, (x) all Purchase Agreements have been delivered, electronically through the Trade X Platform or otherwise, to Servicer and Administrative Agent, (y) all copies of Vehicle Titles have been delivered to Custodian or Administrative Agent and (z) all Acceptable Bills of Lading have been delivered to the Custodian;

(v) a “flat car” inspection report for each Vehicle indicating that such Vehicle is in good condition and free of any material damage;

(vi) a copy of the Acceptable Bill of Lading for such Vehicle;

(vii) the VIN of each Vehicle;

(viii) the country of destination for each Vehicle;

(ix) the name and address of the Eligible NVOCC where each Vehicle is held;

(x) the End Buyer Purchase Price of each Vehicle;

(xi) the deposit amount of the End Buyer of such Vehicles;

(xii) the Wholesale Value of such Vehicles (including the valuation source and the values of any Vehicles sourced through Techlantic);

(xiii) the date on which the Vehicle was added to the Borrowing Base;

(xiv) the amount of the HST Tax Credit and the HST Tax Credit Value;

(xv) the date on which the return was, or will be, filed that claims the HST Tax Credit; and

(xvi) if applicable, a certification by Borrower that such End Buyer is not required to be a licensed dealer in good standing by the Governmental Authority having jurisdiction over such End Buyer.

(c) Notice by Administrative Agent to Lenders. Promptly following receipt of an Advance Request in accordance with this Section, the Administrative Agent shall approve or deny each Advance Request (which shall be based solely on the conditions set forth in Section 4.02) within two (2) Business Days or receipt of the Advance Request by the Administrative Agent in accordance with this Section 2.03. Administrative Agent’s failure to approve or reject an Advance Request within such two (2) Business Day period shall be deemed a rejection of such Advance Request by Administrative Agent. Upon approval of an Advance Request, Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s *Pro Rata* Share of such Advance.

#### Section 2.04 Funding of Advances.

(a) Funding Borrower. So long as the conditions set forth in Section 4.02 are

satisfied, each Lender shall make its respective *Pro Rata* Share of such Advance to be made by it hereunder and Administrative Agent shall remit the amount of such Advance in immediately available funds to TX OPS Canada by 12:00 noon, New York time, on the day of such Advance, to be used in accordance with Section 5.09; provided that Advances made to finance the reimbursement of an LC Disbursement as provided in Section 2.16(e) shall be remitted by the Administrative Agent to the Applicant.

(b) Funding of Defaulting Lenders. If any Lender shall become a Defaulting Lender, the other Lenders (each, a “Non-Defaulting Lender”) shall fund such Defaulting Lender’s *Pro Rata* Share of such Advance, in accordance with each Non-Defaulting Lender’s *Pro Rata* Share, in each case, in accordance with Section 2.04(a), to the extent such funding would not cause such Non-Defaulting Lender to exceed its Revolving Commitment. In such event, and provided funds shall have been advanced in accordance with Section 2.04(a), then such Defaulting Lender agrees immediately to pay to each Non-Defaulting Lender the amount so funded by such Non-Defaulting Lender, with interest thereon, for each day from and including the date such amount was funded by such Non-Defaulting Lender to, but excluding, the date of payment to each such Non-Defaulting Lender, at the rate *per annum* equal to the Federal Funds Effective Rate plus two percent (2%). If, at a later date, such Defaulting Lender pays the amount of its failed *Pro Rata* Share of the applicable Advance to the Non-Defaulting Lenders, together with interest as provided above, then such amount attributable to principal shall constitute such Defaulting Lender’s funding of its *Pro Rata* Share of the applicable Advance. Each Lender’s funded portion of any Advance is intended to be equal at all times to such Lender’s *Pro Rata* Share of such Advance and the foregoing shall not relieve any Lender of its obligations hereunder. The failure of any Lender to fund its *Pro Rata* Share of any Advance shall not relieve any other Lender of its obligation to fund its *Pro Rata* Share of such Advance. Conversely, no Lender shall be responsible for the failure of another Lender to fund such other Lender’s *Pro Rata* Share of an Advance except in the circumstances expressly set forth in this Section 2.04(b).

(c) Uncured Defaulting Lender Commitment Assignment. A Non-Defaulting Lender who is not then an Affiliate of an Uncured Defaulting Lender shall have the right, but not the obligation, to acquire and assume its *Pro Rata* Share of an Uncured Defaulting Lender’s then remaining Revolving Commitment. Immediately upon receiving written notice from such Non-Defaulting Lender that it desires to acquire its *Pro Rata* Share of such Uncured Defaulting Lender’s then remaining Revolving Commitment, the Uncured Defaulting Lender shall assign, in accordance with this Agreement, all or part, as the case may be, of its Revolving Commitment and other rights and obligations under this Agreement and all other Basic Documents to such Replacement Lender.

If no Non-Defaulting Lender elects to acquire and assume its *Pro Rata* Share of such Uncured Defaulting Lender’s then remaining Revolving Commitment as set forth in the immediately preceding paragraph within thirty (30) calendar days of such Defaulting Lender becoming an Uncured Defaulting Lender, then the Borrower may, by notice (a “Replacement Notice”) in writing to the Administrative Agent and the Uncured Defaulting Lender, (i) request such Uncured Defaulting Lender to cooperate with the Borrower in obtaining a replacement lender (such lender, a “Replacement Lender”) for such Uncured Defaulting Lender; or (ii) propose a Replacement Lender. If a Replacement Lender shall be accepted by the Administrative Agent who, at the time of determination, is neither an Uncured Defaulting Lender nor an Affiliate of an Uncured Defaulting Lender, then such Uncured Defaulting Lender shall assign its then remaining Revolving Commitment and other rights and obligations related to unfunded Revolving Commitments under this Agreement and all other Basic Documents to such Replacement Lender.

In either case, following the consummation of the assignment and assumption of the Uncured

Defaulting Lender's remaining Revolving Commitment pursuant to one of the two immediately preceding paragraphs in this Section 2.04(c), any remaining Revolving Commitment of such Uncured Defaulting Lender shall not terminate, but shall be reduced proportionately to reflect any such assignments and assumptions, and such Uncured Defaulting Lender shall continue to be a "Lender" hereunder with its Revolving Commitment and *Pro Rata* Share eliminated to reflect such assignments and assumptions. Upon the effective date of such assignment(s) and assumption(s) such Replacement Lender shall, if not already a Lender, become a "Lender" for all purposes under this Agreement and the other Basic Documents. The assignment and assumption contemplated by this paragraph shall modify the ownership of obligations related to unfunded Revolving Commitments only and shall not modify the Uncured Defaulting Lender's rights and obligations, including, without limitation, all indemnity obligations hereunder, with respect to Advances previously funded.

(d) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable Governmental Rules:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(ii) Defaulting Lender Waterfall. The provisions of Section 8.01(c) to the contrary notwithstanding, any Collections, fees, interest, or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Applicant hereunder; *third*, to cash collateralize LC Exposure with respect to such Defaulting Lender in according with this Section; *fourth*, (so long as no Default or Event of Default then exists), to the funding of any Advance in respect of which such Defaulting Lender has failed to fund its *Pro Rata* Share thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent in the Collection Account and released in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Advances and cash collateralize future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default then exists, to the payment of any amounts owing to a Loan Party as a result of any judgment of a court of competent jurisdiction obtained by such Loan Party against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

(iii) Certain Fees. Each Defaulting Lender shall be entitled to receive its *Pro Rata* Share of fees hereunder only with respect to (A) Advances, with respect to which, such Lender is a not a Defaulting Lender and (B) any period during which such Lender is not a Defaulting Lender, and only to the extent accruing hereunder during such period.

(e) Defaulting Lender Cure. If the Administrative Agent agrees in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto; provided, that no adjustments will be made retroactively with respect to fees accrued, or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(f) Defaulting Lender LC Exposure. If any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only (x) to the extent that such reallocation does not, as to any Non-Defaulting Lender, cause such Non-Defaulting Lender's Revolving Exposure to exceed its Revolving Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Administrative Agent, cash collateralize, for the benefit of the Applicant, the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.16(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(c) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.16(a) and 2.16(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Applicant or any other Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Applicant until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(vi) so long as such Lender is a Defaulting Lender, the Applicant shall not be required to issue, amend, renew, extend or increase any Letter of Credit, unless it is satisfied that the related exposure and such Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Revolving Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.04(f), and LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.04(f)(i) (and such Defaulting Lender shall not participate therein).

(g) If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender shall occur following the date hereof and for so long as such event shall continue or (ii) the Applicant has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Applicant shall not be required to issue, amend or increase any Letter of Credit, unless the Applicant shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Applicant to defease any risk to it in respect of such Lender hereunder.

(h) In the event that each of the Administrative Agent, the Borrower and the Applicant agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

#### Section 2.05 Termination of the Revolving Commitments.

(a) Scheduled Termination. If not earlier terminated in accordance with the terms hereof, the Revolving Commitments shall terminate on the last day of the Revolving Commitment Period.

(b) Voluntary Termination by the Borrower. The Borrower may terminate all, but not less than all, of the Revolving Commitments then outstanding and terminate this Agreement subject to the voluntary prepayment provisions of Section 2.07(a), upon not less than sixty (60) days prior written notice to Administrative Agent.

#### Section 2.06 Repayment of Advances; Evidence of Debt.

(a) Repayment. If not previously paid in accordance with the terms of this Agreement, the Borrower hereby unconditionally promises to pay the outstanding principal amount of all Advances (and interest and fees consolidated into and comprising such Advances), together with interest as provided herein, to the Administrative Agent, for the accounts of the Lenders, on the Maturity Date. Any and all other amounts or Obligations owing hereunder, if not otherwise specified herein, shall be due and payable in full in cash on the Maturity Date.

(b) Releases. Upon payment in full of the Obligations and termination of the Revolving Commitment by the Borrower pursuant to the terms of this Agreement, Administrative Agent and the Lenders shall, at the sole expense of the Borrower, authorize the filing of any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and if applicable in recordable form) as are reasonably required and requested to release, as of record, the Liens and all notices of security interests and liens previously filed with respect to the applicable Obligations hereunder.

(c) Maintenance of Records by Administrative Agent. Administrative Agent shall maintain records in which it shall record: (i) the amount of each Advance made hereunder, (ii) the amount of principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, and (iii) the amount of any sum received by Administrative Agent hereunder for accounts of the Lenders and each Lender's *Pro Rata* Share thereof.

(d) Effect of Entries. The entries made in the records maintained pursuant to Section 2.06(c) shall be *prima facie* evidence of the existence and amounts of the Obligations recorded therein; provided that the failure of Administrative Agent to maintain such records, or any error therein, shall not in any manner affect the obligation of the Borrower to repay the Advances and other Obligations in accordance with the terms of this Agreement.

(e) Promissory Notes. Upon request of any Lender, all Advances of such Lender made pursuant to this Agreement, together with interest thereon at the rates specified herein, shall be further evidenced by those certain Promissory Notes, substantially in the form of Exhibit B hereto, made by the Borrower payable to the order of the applicable Lender, in the maximum amount of such Lender's Revolving Commitment, and delivered by Borrower on the date thereof to such Lender (each, a "Promissory Note" and collectively, the "Promissory Notes").

#### Section 2.07 Prepayment of Advances.

(a) Optional Prepayments. The Borrower may only voluntarily prepay Advances hereunder in accordance with this Section 2.07(a). The Borrower may not prepay the Obligations prior to the end of the Revolving Commitment Period. At any time after the end of the Revolving Commitment Period, Borrower may voluntarily prepay all, but not less than all Obligations hereunder upon not less than sixty (60) days prior written notice to Administrative Agent. All voluntary prepayments shall be accompanied by accrued interest required by Section 2.09 and any fees owing pursuant to Section 2.08 and any other amounts owing hereunder in connection with a termination of this Agreement, including those items listed in Section 12.01. For the avoidance of doubt, this Section 2.07(a) shall not prohibit repayments or prepayments pursuant to Section 2.07(b), (c) or (d) or Section 8.01(c).

(b) Mandatory Prepayments. If, as of any Determination Date, an Overadvance exists, then the Borrower shall promptly, and in any event within three (3) Business Days or as otherwise agreed in writing, (i) prepay the Advances, (ii) prepay the LC Exposure, (iii) pledge additional or substitute Eligible Assets as Collateral in accordance with Section 2.01(d) or (iv) deposit cash collateral in the LC Collateral Account, in each case, in an amount that would result in such Overadvance no longer continuing to exist.

(c) Amortization. Principal payments made to the Lenders arising from Collections on the Eligible Assets (each, an "Amortization Payment") shall not be construed as an optional prepayment, and may be made by the Borrower at any time for prompt application by the Administrative Agent to reduce the Obligations. Amounts paid in respect of Amortization Payments may be re-borrowed if permitted pursuant to the terms of this Agreement.

(d) Notices, Etc. The Borrower shall notify the Administrative Agent in writing of any prepayment made under Section 2.07(a) at least thirty (30) days before the date of such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of the Advances to be prepaid on such date and, on such date, such amounts shall become due. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof.

#### Section 2.08 Certain Fees.

(a) Payment of Fees. All fees payable hereunder shall be cumulative and shall be owed independent of the other fees owing pursuant to this Agreement and paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent, for the ratable benefit of



the Lenders and Administrative Agent entitled thereto. Fees paid, once incurred, shall not be refundable, reversible or subject to set-off or counterclaim under any circumstances.

Section 2.09 Interest.

(a) Advances. The outstanding principal amount of all Advances and any fees and interest that is not timely paid related to any Advances shall bear interest at a rate *per annum* equal to the Applicable Rate from the date the same are made available to the Borrower (which, for the avoidance of doubt, shall be the date any such amount is received by the Borrower pursuant to an Advance) to the date paid.

(b) Default Interest. Notwithstanding the foregoing, upon the occurrence and during the continuation of an Event of Default, at the Administrative Agent's option, (i) the outstanding principal amount of all Advances and (ii) any accrued, but unpaid, interest and fees and any other Obligations that are not timely paid (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws, whether or not a claim for post-filing or post-petition interest or other amounts is allowed in such proceeding) shall bear interest, after as well as before judgment, at a rate *per annum* equal to three percent (3.00%) *plus* the Applicable Rate from the date the same are made available to the Borrower (which, for the avoidance of doubt, shall be the date any such amount is funded to the Borrower pursuant to an Advance) to the date paid.

(c) Payment of Interest. Interest accrued on the outstanding Obligations relating to each Advance shall accrue at the Applicable Rate for interest payable in cash and shall be payable in cash in arrears on each Payment Date and upon the applicable Maturity Date. Any interest accrued on the Advances that is not paid on each Payment Date shall constitute principal which amounts shall also accrue interest at the Applicable Rate.

(d) Computation. All interest and fees hereunder shall be computed on the basis of a year consisting of 360 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(e) Interest Act Disclosure. For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid under any Basic Document is to be calculated on the basis of a year consisting of 360-days, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement. Each Loan Party acknowledges and confirms that: (i) this clause (e) satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Basic Document; and (ii) it is able to calculate the yearly rate or percentage of interest payable under any Basic Document based upon the methodology set out in this clause (e).

Section 2.10 Pay-Off Amount Statements. The Borrower may from time to time reasonably request, but in any event no more than one (1) time per month (which request may be given orally if a written copy thereof is delivered promptly by e-mail, telecopy or mail) from the Administrative Agent a written statement setting forth the aggregate principal amount owing with respect to the Advances, the unpaid principal amount of and interest on all outstanding Advances, or any other amount owing hereunder

(including the aggregate amount required to be paid under this Agreement) or any other Basic Document as shall be necessary to satisfy and discharge in full (or in part) all Obligations and liabilities owing under this Agreement or any other Basic Document. The Administrative Agent shall, not later than the fifth (5<sup>th</sup>) Business Day following the Business Day on which such request shall have been received, deliver to the Borrower in writing a customary pay-off statement setting out the amount owing as requested by Borrower in its written request and addressing the release of Liens securing the Collateral as contemplated by Section 2.06.

Section 2.11 Taxes.

(a) Payments Free of Taxes. Any and all payments to or for the benefit of any Lender by the Borrower hereunder or under any other Basic Document shall be made, provided, that, the Administrative Agent and such Lender shall have provided the Borrower with an executed IRS Form W-9 that indicates that backup withholding is not required with respect to payments made to such Person, free and clear of and without deduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required to deduct or withhold any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall, provided that the Administrative Agent and such Lender shall have provided the Borrower with an executed IRS Form W-9 that indicates that backup withholding is not required with respect to payments made to such Person, be increased as necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section) the Administrative Agent, or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the Borrower shall deduct the Taxes (whether or not the Taxes constitute Indemnified Taxes) and (iii) the Borrower shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Governmental Rules.

(b) Payment of Other Taxes by Borrower. In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Governmental Rules.

(c) Indemnification by Borrower. Without duplication of payments made pursuant to Section 2.11(a) or Section 2.11(b), the Borrower shall indemnify the Administrative Agent and each Lender within twenty (20) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section but excluding any Taxes deducted or withheld in accordance with Section 2.11(a) when the provisions set forth in Section 2.11(a) relating to the provision of IRS Form W-9 have not been materially complied with) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Each Lender agrees to give notice to the Borrower of the assertion of any claim against such Lender relating to Indemnified Taxes or Other Taxes as promptly as is practicable, and agrees to repay to the Borrower any refund (including that portion of any interest that was included as part of such refund with respect to the Indemnified Taxes or Other Taxes paid by the Borrower) or credit received by such Lender for Indemnified Taxes or Other Taxes that were paid by the Borrower pursuant to this Section 2.11, to the extent such Lender determines that it may do so without prejudice to the retention of the refund or credit (*vis-à-vis* the Governmental Authority that paid such refund or credit), and net of all related expenses, cost and fees incurred by such

Lender. Nothing herein contained shall interfere with the right of any Lender to arrange its tax affairs in whatever manner it thinks fit nor obligate any Lender to claim a tax refund or disclose any information relating to its tax affairs or any computations in respect thereof or require any Lender to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent a copy of a receipt issued by such Governmental Authority, if any, evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Administrative Agent.

Section 2.12 Payments Generally; Application of Payments; Sharing of Set-offs.

(a) Payments by the Borrower. The Borrower shall make each payment required to be made by it hereunder (whether principal, interest, fees or reimbursement of LC Disbursements, or of amount payable under Section 2.11, or otherwise) or under any other Basic Document (except to the extent otherwise provided therein) prior to 2:00 p.m., New York time, on the date when due (as evidenced by a Fed funds reference number), in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the sole discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent except payments to be made directly to the Applicant as expressly provided herein or as expressly provided in the relevant Basic Document and payments pursuant to Section 2.11 and Section 11.03, which shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All amounts owing under this Agreement or under any other Basic Document (except to the extent otherwise provided therein) are payable in Dollars.

(b) Application of Payments. All payments hereunder shall be applied in accordance with Section 8.01(c), (d), or (e), as applicable.

(c) Pro Rata Treatment. Except to the extent otherwise provided herein: (i) any fees required pursuant to Section 2.08 shall be paid for the ratable account of the Lenders based on their respective *Pro Rata* Share of the Advances giving rise thereto, (ii) each termination or reduction of the amount of the Revolving Commitments shall be applied to the respective Revolving Commitments of the Lenders, *pro rata*, according to the amounts of their respective Revolving Commitments, (iii) each Advance shall be allocated *pro rata* among the Lenders according to the amounts of their respective Revolving Commitments at the time of such Advance, and (iv) each payment or prepayment of principal or payment of interest shall be made for account of the Lenders *pro rata* in accordance with each such Lender's *Pro Rata* Share of the unpaid principal amount of the Advances.

(d) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on or fees with respect to any of the Advances or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of its *Pro Rata* Share of Advances or participations in LC Disbursements and accrued interest thereon then due than the proportion it would have

received had such payment been made in accordance with Section 8.01(c), then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the LC Disbursements or participations in the Advances funded by other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders in accordance with Section 8.01(c); provided, that, (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 2.12(d) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than to the Borrower or any Affiliate thereof (as to which the provisions of this Section 2.12(d) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Governmental Rules, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 2.13 Termination of Revolving Commitment Period. Without in any way limiting the other remedies provided in Article IX, upon the occurrence and during the continuance of an Event of Default the Administrative Agent may, in its sole discretion, and upon written notice to the Borrower, terminate the Revolving Commitment Period and accordingly the right of the Borrower to receive Advances hereunder.

Section 2.14 Correction of Errors. If any party hereto discovers any prepayments not properly credited, such party shall give prompt notice to the other parties hereto, and the party that shall have benefited from such error shall promptly remit to the other, by wire transfer of immediately available funds, the amount of such error with no interest thereon.

Section 2.15 Collateral Administration.

(a) Borrower and Parent, as applicable, hereby agree to deliver to Custodian, on or prior to the applicable Transfer Date, for each Vehicle relating to the Financed Vehicle that is acquired by Borrower on such Transfer Date the (i) original Vehicle Title (to the extent required by the Approved Country of Destination) and (ii) an Acceptable Bill of Lading for each such Vehicle. All original documents constituting Collateral shall, regardless of their location, be held by the Custodian for the benefit of the Administrative Agent and shall be deemed to be under Administrative Agent's sole dominion, possession and control.

(b) With respect to any Purchase Agreement evidenced by an electronic record that is a transferrable record under applicable law, Borrower shall deliver to Administrative Agent control of such transferable electronic record in accordance with applicable law (to ensure, among other things, that Administrative Agent has a first priority perfected Lien in such Collateral), which shall be delivered, at Borrower's expense, to Administrative Agent at its address as set forth herein, or as otherwise specified by Administrative Agent and, except as otherwise expressly provided herein to the contrary, held in Administrative Agent's possession, custody, and control until all of the Obligations have been fully satisfied or Administrative Agent expressly agree to release such documents. Alternatively, Administrative Agent, in its sole discretion, may elect for any other agent to accept delivery of and maintain possession, custody, and control of all such documents and any instruments on behalf of Administrative Agent during such period of time. Borrower shall identify (or cause any applicable servicing agent to identify) on the related electronic record the pledge of such electronic record by Borrower to Administrative Agent.

Section 2.16 Letters of Credit

(a) General. Subject to the terms and conditions set forth herein, the Borrower may request any Applicant, as the applicant thereof, to request Letters of Credit denominated in Dollars for the support of Borrower's and its Affiliates' obligations in connection with the acquisition of Financed Vehicles, in a form reasonably acceptable to such Applicant, at any time and from time to time prior to the Revolving Commitment Period, and such Applicant may, but shall have no obligation, to request the issuance of such requested Letters of Credit pursuant to this Agreement.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the Borrower shall hand deliver (or transmit through other means which have been approved by the respective Applicant) to an Applicant selected by it and to the Administrative Agent (reasonably in advance of the requested date of issuance, amendment or extension, but in any event no less than four (4) Business Days) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the date of issuance, amendment or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof, and such other information as shall be necessary to prepare, amend or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the Applicant shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit a letter of credit application, in each case, as required by the respective Issuing Bank (each, a "Letter of Credit Agreement"). A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) the aggregate LC Exposure shall not exceed the LC Sublimit, (ii) no Lender's Revolving Exposure shall exceed its Revolving Commitment and (iii) the Aggregate Revolving Exposure shall not exceed the lesser of the aggregate Revolving Commitments and the Borrowing Base. Notwithstanding the foregoing or anything to the contrary contained herein, no Applicant shall be obligated to issue or modify any Letter of Credit if, immediately after giving effect thereto, the outstanding LC Exposure in respect of all Letters of Credit issued by such Person and its Affiliates would exceed such Applicant's Applicant Sublimit. Without limiting the foregoing and without affecting the limitations contained herein, it is understood and agreed that the Borrower may from time to time request that an Applicant issue Letters of Credit in excess of its individual Applicant Sublimit in effect at the time of such request, and each Applicant agrees to consider any such request in good faith. Any Letter of Credit so issued by an Applicant in excess of its individual Applicant Sublimit then in effect shall nonetheless constitute a Letter of Credit for all purposes of the Credit Agreement, and shall not affect the Applicant Sublimit of any other Applicant, subject to the limitations on the aggregate LC Exposure set forth in clause (i) of this Section 2.16(b).

An Applicant shall not be under any obligation to apply for any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Applicant from applying for such Letter of Credit, or any Requirement of Law relating to such Applicant or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Applicant shall prohibit, or request that such Applicant refrain from, the application for letters of credit generally or such Letter of Credit in particular or shall impose upon such Applicant with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Applicant is not otherwise compensated hereunder) not in effect on the Amendment Effective Date, or shall impose upon such Applicant any unreimbursed loss, cost or expense which was not

applicable on the Amendment Effective Date and which such Applicant in good faith deems material to it, or

(ii) the application for such Letter of Credit would violate one or more policies of such Applicant.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination or non-renewal by notice from the applicable Applicant to the beneficiary thereof) no later than the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any extension of the expiration thereof, including, without limitation, any automatic renewal provision, one year after such extension) and (ii) the date that is five Business Days prior to the Revolving Credit Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Applicant or the Lenders, such Applicant hereby grants to each Lender, and each Lender hereby acquires from such Applicant, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the respective Applicant, such Lender's Applicable Percentage of each LC Disbursement made by such Applicant and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason, including after the Maturity Date. Each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Revolving Commitments.

(e) Reimbursement. If an Applicant shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 11:00 a.m., New York time, on (i) the Business Day that the Borrower receives notice of such LC Disbursement, if such notice is received prior to 9:00 a.m., New York time, on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower receives such notice, if such notice is received after 9:00 a.m., New York time, on the day of receipt. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof, and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.04 with respect to Advances made by such Lender (and Section 2.04 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the respective Applicant the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the respective Applicant or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Applicant, then to such Lenders and such Applicant, as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse an Applicant for any LC Disbursement (other than the funding of the Loans as contemplated above) shall not constitute an Advance and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be

performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the respective Applicant under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Applicant, or any of their respective Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit, or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation or any consequence arising from causes beyond the control of the respective Applicant; provided that the foregoing shall not be construed to excuse an Applicant from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Applicant's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Applicant (as finally determined by a court of competent jurisdiction), such Applicant shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Applicant may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit; provided the parties hereto further recognize that Applicant's determination herein shall not be conclusive and Issuing Bank shall make the sole determination whether to accept and make payment upon any Letter of Credit without recourse to Applicant or any Lender.

(g) Disbursement Procedures. The Applicant shall cause its lender for any Letter of Credit to, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such Applicant shall cause its lender to promptly after such examination notify Applicant and Applicant shall notify the Administrative Agent and the Borrower by telephone (confirmed by in writing as permitted herein) of such demand for payment if such Applicant has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Applicant and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Applicant for any Letter of Credit shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to the Loans and such interest shall be due and payable on the date when such reimbursement is due. Interest accrued pursuant to this paragraph shall be for the account of such Applicant, except that interest accrued on and after the date of payment by any Lender

pursuant to paragraph (e) of this Section to reimburse such Applicant for such LC Disbursement shall be for the account of such Lender to the extent of such payment.

(i) [Reserved].

(j) Cash Collateralization. If any Event of Default shall occur and be continuing or if Issuing Bank shall require cash collateralization pursuant to the terms of its Letter of Credit Agreement, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Advances has been accelerated, Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "LC Collateral Account"), an amount in cash equal to 105% of the amount of the LC Exposure as of such date plus accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Article VII. The Borrower also shall deposit cash collateral in accordance with this paragraph as and to the extent required by Sections 2.07(b). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations. In addition, and without limiting the foregoing or paragraph (c) of this Section, if any LC Exposure remains outstanding after the expiration date specified in said paragraph (c), the Borrower shall immediately deposit in the LC Collateral Account an amount in cash equal to 105% of such LC Exposure as of such date plus any accrued and unpaid interest thereon. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and the Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account and all moneys or other assets on deposit therein or credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Applicant for LC Disbursements for which it has not been reimbursed, together with related fees, costs, and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Advances has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure), be applied to satisfy other Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all such Events of Default have been cured or waived as confirmed in writing by the Administrative Agent.

(k) Applicant Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, Applicant shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Applicant, including all issuances, extensions and amendments, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Applicant applies for issuance, amends or extends any Letter of Credit, the date of such issuance, amendment or extension, and the stated amount of the Letters of Credit issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Applicant makes any LC Disbursement, the date and amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Applicant on such day, the date of such failure and the



amount of such LC Disbursement, and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Applicant.

(l) Letters of Credit Issued for Account of Affiliates. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, an Affiliate of Borrower, or states that an Affiliate of Borrower is the “account party,” “applicant,” “customer,” “instructing party,” or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Applicant (whether arising by contract, at law, in equity or otherwise) against such Affiliate in respect of such Letter of Credit, the Borrower (i) shall reimburse, indemnify and compensate the applicable Applicant hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Affiliate in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Affiliates inures to the benefit of the Borrower, and that the Borrower’s business derives substantial benefits from the businesses of such Affiliates.

(m) Letters of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in each outstanding Letter of Credit, which shall accrue on the daily maximum amount then available to be drawn under such Letter of Credit at the same Applicable Rate used to determine the interest rate applicable to Loans, during the period from and including the Amendment Effective Date to but excluding the later of the date on which such Lender’s Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to Applicant for its own account a fronting fee with respect to each Letter of Credit applied for by such Applicant, which shall accrue at the rate or rates per annum separately agreed upon between the Borrower and such Applicant on the daily maximum amount then available to be drawn under such Letter of Credit, during the period from and including the Amendment Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure with respect to Letters of Credit applied for by such Applicant, as well as such Issuing Bank’s standard fees and commissions with respect to the issuance, amendment or extension of any Letter of Credit and other processing fees, and other standard costs and charges, of such Issuing Bank relating to Letters of Credit as from time to time in effect. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth (15<sup>th</sup>) Business Day following such last day, commencing on the first such date to occur after the Amendment Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to Applicant pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Loan Parties. Except as set forth in the Disclosure Schedule attached hereto as Schedule 3.1, the Loan Parties hereby, jointly and severally, make the following representations and warranties to the Administrative Agent, Applicant and each Lender, as of the Closing Date and as of the date of each Advance, and the Lenders shall be deemed to have relied on such representations and warranties in making each Advance on each Credit Extension Date:

(a) Organization and Qualification. Each of the Loan Parties has been duly organized

and is validly existing and in good standing under its jurisdiction of organization, with requisite power and authority to own its properties and to transact the business in which it is now engaged, including to enter into and perform its obligations under each Basic Document to which it is a party, and is duly qualified to do business and is in good standing (or is exempt from such requirements) in each State of the United States where the nature of its business requires it to be so qualified and the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(b) No Conflict. The execution, delivery and performance by the Loan Parties, as applicable, of their respective obligations under each Basic Document to which it is a party and the consummation of the transactions therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien (other than any Lien created by the Basic Documents) upon any of the property or assets of the Loan Parties pursuant to the terms of, any of its organizational documents or any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it or any Subsidiary of it is bound or to which any of its property or assets is subject, nor will such action result in any violation of the provisions of its organizational documents or any Governmental Rule applicable to the Loan Parties or any of their properties.

(c) Authorization and Enforceability. Each of the Basic Documents to which the Loan Parties, as applicable, are a party has been duly authorized, executed and delivered by the Loan Parties, as applicable, and (assuming due authorization, execution and delivery by each other party thereto) is a valid and legally binding obligation of the Loan Parties, as applicable, enforceable against the Loan Parties, as applicable, in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting the rights of creditors generally, and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) No Violation. None of the Loan Parties, is in violation of its organizational documents or in default under any agreement, indenture or instrument to which it is a party. None of the Loan Parties is in violation of any Governmental Rule of any Governmental Authority having jurisdiction.

(e) Governmental Action. No Governmental Action (other than has been obtained, waived or satisfied) is required for (i) the execution, delivery and performance by the Loan Parties, or compliance by the Loan Parties with, any of the Basic Documents to which a Loan Party is a party, (ii) the purchase or sale of Vehicles by Parent or the purchase of Financed Vehicles by Borrower, or (iii) the consummation of the transactions required of a Loan Party by any Basic Document to which a Loan Party, is a party, except such as shall have been obtained before the date hereof, other than the filing or recording of financing statements, instruments of assignment and other similar documents necessary in connection with the transfer of Financed Vehicles to the Borrower and the perfection of the security interest created under the Basic Documents.

(f) Licenses. The Loan Parties possess the material licenses, certificates, authorities or permits issued by its respective state, federal or foreign regulatory agencies or bodies necessary to conduct the business now operated by it, and has not received any notice of proceedings relating to the revocation or modification of any such license, certificate, authority or permit.

(g) Litigation. There are no actions or proceedings against, or investigations of, any Loan Party currently pending with regard to which such person has received service of process and

no action or proceeding against, or investigation of such person is, to the knowledge of any such Person, threatened or otherwise pending before any Governmental Authority that (i) would prohibit its entering into any of the Basic Documents to which it is a party or render the Advances invalid, (ii) seeks to prevent the making of the Advances or the consummation of any of the transactions contemplated by any of the Basic Documents to which it is a party, (iii) would prohibit or materially and adversely affect the performance by such Person of its obligations under, or the validity or enforceability of, any of the Basic Documents to which it is a party, (iv) that could reasonably be expected to have a Material Adverse Effect, or (v) seeking to affect adversely the income tax treatment of the Advances.

(h) Investment Company Act. None of the Loan Parties are or under the “Control” of, and neither the making of an Advance nor the activities of the Loan Parties pursuant to the Basic Documents shall require the Loan Parties to register as, an “investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(i) No Insolvency Proceeding. No order for relief under the Bankruptcy Code (or any similar insolvency proceeding) has been entered with respect to any Loan Party.

(j) Ownership of Financed Vehicles. Upon the conveyance to Borrower of a Financed Vehicle pursuant to the terms of the Third Tier Purchase Agreement, the Borrower shall have good and valid title to, and the Borrower shall be the sole owner of, such Financed Vehicle, free and clear of any Liens other than Permitted Liens. The Administrative Agent has a first-priority perfected Lien in each such Financed Vehicle free and clear of any Liens other than Permitted Liens. The Borrower acquired ownership of each of such Financed Vehicle from Parent in good faith, without notice of any adverse claim other than Permitted Liens.

(k) Disclosure. None of the Basic Documents to which any of the Loan Parties is a party, nor any certificate, statement, report or other document prepared by a Loan Party and furnished or to be furnished by it pursuant to any of the Basic Documents to which it is a party or in connection with the transactions contemplated thereby, contains any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

(l) Brokers. Except as previously disclosed to Administrative Agent in writing, neither of the Loan Parties has dealt with any broker or agent or other Person who might be entitled to a fee, commission or compensation in connection with the transactions contemplated by this Agreement or any of the other Basic Documents.

(m) Chief Executive Offices. The principal place of business and chief executive offices of the Borrower is located at 5053 E Court ST N STE G, Burton, Michigan 48509-1542 or, with the consent of the Administrative Agent, such other address as shall be designated by the Borrower, as applicable, in a written notice to the other parties hereto.

(n) Information. The information provided pursuant to Section 5.01 will, at the date thereof, be true and correct in all material respects and does not contain any untrue statement of material fact or omit to state a fact necessary in order to make the statements made therein and herein, in the light of the circumstances under which they were made, not misleading.

(o) Use of Proceeds. Proceeds of any Letter of Credit or Advance made hereunder will not be used (i) for a purpose that violates or would be inconsistent with Section 5.09 or Regulations T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time, (ii) to acquire any security in any transaction in violation of Section 13 or 14 of the

Securities Exchange Act of 1934, (iii) to directly or indirectly fund any trade, business or other activity with a Sanctioned Person, or activity in a Sanctioned Country, or (iv) or in a manner that would violate or cause the Administrative Agent, Applicant, Lenders, or Borrower to violate any Anti-Terrorism Laws, Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions and Export Control Laws.

(p) Citizenship. The Borrower is currently a “citizen of the United States” as defined in Section 40102(a)(15) of Title 49 of the United States Code, as amended, and shall maintain such citizenship status until all of the Obligations have been satisfied in full.

(q) International Trade Compliance. None of the Loan Parties or their respective officers, directors, employees, Affiliates or, to the knowledge of the Loan Parties, agents or third-party representatives are currently or have in the last five (5) years: (i) been (A) a Sanctioned Person; (B) operating in, organized in, conducting business with, or otherwise engaging in dealings with or for the benefit of any Sanctioned Person or in or for the benefit of any Sanctioned Country without U.S. authorization; or (C) otherwise in violation of any Sanctions and Export Control Laws; or (ii) made any unlawful payment or given, offered, promised or authorized or agreed to give, any money or thing of value, directly or indirectly, to any Governmental Authority or other Person in violation of any Anti-Corruption Laws.

(r) Transferred Assets. With respect to each Financed Vehicle purchased by Borrower with the proceeds of an Advance or which is otherwise comprising a portion of the Collateral, for the benefit of Administrative Agent and Lenders, as of the Transfer Date applicable thereto and with respect to such Financed Vehicle, that:

(i) Eligibility. Each such Financed Vehicle constitutes an Eligible Asset.

(ii) Lien of Administrative Agent. Each such Financed Vehicle has been subject to a Grant in favor of the Administrative Agent for the benefit of the Lenders and the Administrative Agent of a first-priority perfected security interest in each case free and clear of any other Lien other than Permitted Liens.

(iii) Payments to Servicer Account. The End Buyer party to each Fourth Tier Purchase Agreement shall have been directed by the Applicable Seller to make all payments directly to the Servicer Account.

(iv) Compliance with Representations, Etc. Each such Financed Vehicle complies in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) with the representations and warranties made by the Loan Parties hereunder and all information with respect to such Financed Vehicle furnished to Administrative Agent and/or any Lender hereunder is true and correct in all material respects.

(v) Due Diligence; No Impairment, Etc. The Applicable Purchaser and Borrower (i) have completed to its satisfaction, in accordance with the Applicable Operating Procedures, a due diligence audit and collateral assessment with respect to such Financed Vehicles and (ii) have done nothing to impair the rights of the Administrative Agent or the Lenders with respect to such Financed Vehicles, or any collections, income or Recoveries therefrom.

(vi) True and Correct Information. All information, reports, exhibits,

schedules or certificates of the Loan Parties or any of their respective officers to be furnished to Administrative Agent and/or any Lender hereunder and during Administrative Agent's and/or any such Lender's diligence of the Loan Parties are true and complete in all material respects and do not omit to disclose any material facts necessary to make the statements therein, in light of the circumstances in which they are made, not misleading in any material respect.

(vii) Freight Forwarders. Each Eligible NVOCC has executed a Freight Forwarder Agreement that is in compliance with all Department of Transportation and U.S. Customs and Border Protection requirements.

(s) ERISA.

(i) The Borrower and its ERISA Affiliates do not maintain or contribute to any Plan;

(ii) None of the Loan Parties is an employee benefit plan subject to Title I of ERISA, a "plan" as defined in Section 4975(e)(1) of the Code and subject to 4975 of the Code, or a governmental plan, church plan, or a Foreign Plan that is subject to federal, state, local or non-U.S. laws substantially similar in form or application to Section 406 of ERISA or Section 4975 of the Code ("Similar Laws");

(iii) None of the assets of any Loan Party constitute or will constitute "plan assets" within the meaning of U.S. Department of Labor Section 2510.3-101, as amended by Section 3(42) of ERISA; and

(iv) The transactions contemplated by this Agreement will not cause a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or a violation of any Similar Laws.

### Section 3.02 Taxes, Etc.

(a) The Loan Parties represent and warrant that any taxes, fees and other charges of Governmental Authorities applicable to any of the Loan Parties, except for franchise or income taxes, in connection with the execution, delivery and performance by the Loan Parties of each Basic Document to which it is a party, the making of the Advances, LC Disbursements or otherwise applicable to either of the Loan Parties have been paid or will be paid by the Loan Parties, as applicable, at or prior to the Closing Date or the date of each Advance, as applicable, to the extent then due.

(b) Each of TX OPS Canada and Davidson Motors is duly registered under subdivision V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax with registration numbers 742208085RT0001 and 715294286RT0001, respectively. All input tax credits claimed by either TX OPS Canada and Davidson Motors have been properly and correctly calculated and documented in accordance with the *Excise Tax Act* (Canada) and applicable provincial laws and the regulations thereunder.

Section 3.03 Financial Condition. Each of the Loan Parties represents and warrants as to itself only, and not as to the other, that on the date hereof and on the date of each Advance:

(a) it is not subject to a Bankruptcy Event and, has no reason to believe that its insolvency is imminent; and

(b) (i) the value of each Loan Party's assets (assuming the Fair Value of the Financed Vehicles then held by any Loan Party), will exceed the debts and liabilities, subordinated, contingent or otherwise, of such Loan Party, (ii) each Loan Party will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities mature, (iii) no Loan Party will have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Closing Date and, (iv) no Loan Party will be rendered insolvent by the execution and delivery of any of the Basic Documents to which they are a party or the assumption of any of their obligations thereunder.

## ARTICLE IV

### CONDITIONS

Section 4.01 Closing Date. The obligations of the Lenders to make Advances and the Applicant to obtain Letters of Credit hereunder shall not become effective until the date on which the Administrative Agent shall have received each of the following documents, each of which shall be satisfactory to the Administrative Agent in its Permitted Discretion (and to the extent specified below, to each Lender in its Permitted Discretion) in form and substance (or such condition shall have been waived in accordance with Section 11.02):

(a) Documents. A duly executed counterpart of each of the Basic Documents (other than the Basic Documents referenced in Section 4.02(o) below), and each and every document or certification delivered by any party in connection with the execution of any of the Basic Documents, and all Schedules and Exhibits thereto and each such document shall be in full force and effect.

(b) Officer's Certificate. An officer's certificate from an Authorized Person of Borrower, dated the Closing Date, (i) that all the terms, covenants, agreements and conditions of this Agreement and each of the other Basic Documents to be complied with and performed by each Loan Party on or before the Closing Date have been complied with and performed in all material respects, (ii) that each of the representations and warranties of the Loan Parties made in this Agreement and each of the other Basic Documents are true and correct in all material respects as of the Closing Date (except to the extent they expressly relate to an earlier or later time), and (iii) that no Default or Event of Default shall have occurred and be continuing.

(c) Organizational Documents. Such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party (other than Techlantic), the authorization of the transactions contemplated by each of the Basic Documents to which they are a party and any other material legal matters relating to a Loan Party, this Agreement or such transactions which shall include a duly completed IRS Form W-9, or other applicable tax form.

(d) Opinions of Counsel. Counsel to Borrower shall have delivered to the Administrative Agent favorable opinions with respect to corporate, enforceability, perfection, true sale, non-consolidation, and other matters (as reasonably requested by the Administrative Agent) dated as of the Closing Date.

(e) Insurance. Certified copies of the property and liability insurance policies of Borrower, or certificates evidencing the same, together with additional insured and lender loss

payable endorsements naming Administrative Agent as a co-insured.

(f) Approvals and Consents. Copies of all Governmental Actions of all Governmental Authorities required with respect to the transactions contemplated by the Basic Documents and the documents related thereto.

(g) Diligence Review. Administrative Agent shall have completed its review of the Collateral and the management and financial performance of the Loan Parties, the results of which shall be satisfactory to Administrative Agent in its sole and absolute discretion.

(h) Compliance Review. Administrative Agent shall be satisfied that each Loan Party and each Financed Vehicle is in compliance with all applicable Governmental Rules in its sole and absolute discretion.

(i) Lien Searches. Administrative Agent shall be satisfied, in its Permitted Discretion, of the results of customary UCC and other lien searches on the Loan Parties.

(j) Accounts. Evidence that the Collection Account, Canadian Collection Account and Operating Account have been established in accordance with the terms hereof.

(k) Other Documents. Such other opinions, information, certificates and documents as the Administrative Agent or Applicant may reasonably request.

(l) No Material Adverse Effect. There shall exist no fact, condition or circumstance, which, with the passage of time, the giving of notice or both, could reasonably be expected to result in a Material Adverse Effect.

(m) Know Your Customer. The Administrative Agent and the Lenders shall have received a properly completed and duly executed IRS Form W-9 (or other applicable tax form) from Borrower and all other documentation and other information required by bank regulatory authorities or other Governmental Authorities in connection with the transactions contemplated by the Basic Documents, including, without limitation, under applicable “know your customer” and other regulatory rules and regulations (including but not limited to the USA PATRIOT Act).

The obligation of each Lender to make its initial extension of credit hereunder is also subject to the payment by the Borrower of such fees as the Borrower shall have agreed to pay to any Lender or the Administrative Agent in connection herewith, including the reasonable fees and expenses of counsel to the Administrative Agent, in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Basic Documents and the extensions of credit hereunder (to the extent that reasonably detailed statements for such fees and expenses have been delivered to the Borrower). The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Advances hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 11.02).

Section 4.02 Each Credit Extension Date. The obligation of each Lender to make its *Pro Rata* Share of any Advance on any Credit Extension Date, including with respect to any Advance made on the Closing Date, is additionally subject to the satisfaction of the following conditions:

(a) by 1:00 p.m., New York time, on each related proposed Credit Extension Date, the Borrower shall have given notice to the Administrative Agent of such proposed upcoming

Credit Extension Date and shall have provided in such notice a specification of any Financed Vehicles to be transferred on such Credit Extension Date, including the Purchase Price and End Buyer Purchase Price of each Financed Vehicle;

(b) each of the representations and warranties of the Loan Parties made in this Agreement and each of the other Basic Documents shall be true and correct in all material respects on and as of such Credit Extension Date (except to the extent they expressly relate to an earlier time), including, without limitation, the representations and warranties set forth in Section 3.01 with respect to the Eligible Assets;

(c) at the time of and immediately after giving effect to such Advance, no Default, Event of Default, Servicer Default or Level Two Regulatory Event shall have occurred and be continuing, and the Breakage Ratio for the prior calendar month was less than 25%;

(d) the Administrative Agent shall have received (i) an Advance Request, (ii) a Borrowing Base Certificate as of such Credit Extension Date demonstrating that the Advance will not result in an Overadvance, or exceed the maximum amount that may be borrowed pursuant to Section 2.02, (iii) each Vehicle Title with respect to each Financed Vehicle to be transferred on such Transfer Date (to the extent required by the Approved Country of Destination), (iv) the original Acceptable Bill of Lading with respect to each Financed Vehicle to be transferred on such Transfer Date, and (v) such additional information and documentation as may be reasonably requested by the Administrative Agent;

(e) the Administrative Agent shall have received evidence satisfactory to it in its Permitted Discretion (i) of the completion of all recordings, registrations, and filings as may be necessary or desirable, to (a) perfect or evidence the sale and assignment by TX OPS Canada to Parent and from Parent to Borrower, any interest in such Financed Vehicles and the proceeds thereof, (b) perfect or evidence the sale and assignment by Techlantic to Parent and from Parent to Borrower, any interest in such Financed Vehicles and the proceeds thereof, (c) to perfect or evidence Borrower's perfected security interest in the Financed Vehicles purchased in respect of the Third Tier Purchase Agreement and the assignment thereof to Administrative Agent, and (ii) of the Grant of a first-priority, perfected security interest in the Collateral, including such Financed Vehicles and proceeds thereof, in favor of the Administrative Agent, subject to no Liens other than the Liens in favor of the Administrative Agent Granted pursuant to the Security Documents and the Permitted Liens, and (iii) that such Financed Vehicles are Eligible Assets;

(f) a Bankruptcy Event shall not have occurred with respect to the Parent or the Borrower on such proposed Credit Extension Date;

(g) such proposed Credit Extension Date shall be during the Revolving Commitment Period;

(h) each of the Borrower, Parent, and Servicer shall have performed in all material respects all obligations to be performed by it under the Basic Documents to which it is a party on or prior to such Credit Extension Date;

(i) the Borrower shall have taken any action reasonably requested by the Administrative Agent or the Lenders required to maintain the ownership interest of the Borrower in the Collateral and the first-priority, perfected security interest of the Administrative Agent in the Collateral;



(j) with respect to any Financed Vehicle being purchased by Borrower on a proposed Transfer Date, all conditions precedent to Borrower's acquisition of such Financed Vehicle pursuant to the applicable Transfer Documents shall have been fulfilled as of such Transfer Date;

(k) with respect to Financed Vehicles being purchased by Borrower on a proposed Transfer Date, the Administrative Agent shall have received a computer file, hard copy or microfiche list containing a true and complete list of all Financed Vehicles, which shall be in form and substance satisfactory to the Administrative Agent in its Permitted Discretion;

(l) with respect to all Financed Vehicles being purchased by Borrower on a proposed Transfer Date, (i) all copies of Vehicle Titles related thereto shall have been delivered to Custodian (to the extent required by the Approved Country of Destination) and (ii) an Acceptable Bill of Lading for each such Financed Vehicle shall have been delivered to Custodian, in each case, pursuant to the Custodial Agreement, as of such Transfer Date, and Custodian shall issue and deliver to Administrative Agent a Custodian Certificate (without any exceptions noted thereon unless otherwise waived by Administrative Agent) provided for in the Custodial Agreement and in form and substance reasonably acceptable to Administrative Agent, not later than the next Custodian Certificate Delivery Date evidencing delivery of the items required in sub clauses (i) and (ii) of this clause (l); provided that Administrative Agent shall have the right, at any time and in its sole discretion, to require delivery of the Custodian Certificate at least two (2) days prior to any Credit Extension Date;

(m) with respect to each Financed Vehicle purchased in each Purchase Agreement, all Eligible NVOCC's shall have entered into a Freight Forwarder Agreement and shall not be in breach of any Department of Transportation or U.S. Customs and Border Protection compliance requirements or any other requirements of any Governmental Authority;

(n) the Administrative Agent shall have received Control Agreements are effective to provide Administrative Agent with control over each of the Collection and Operating Accounts.

(o) the Administrative Agent shall have received a duly executed counterpart of the Freight Forwarder Agreement with the applicable Eligible NVOCC, and each and every document or certification delivered by any party in connection with the execution of such Freight Forwarder Agreement, and all Schedules and Exhibits thereto and each such document shall be in full force and effect;

(p) prior to the Lenders making any Advances with respect to Techlantic Vehicles, Administrative Agent shall have received each of the following:

(i) a duly executed intercreditor agreement among Administrative Agent, Royal Bank of Canada and Techlantic memorializing their relative rights and obligations with respect to this Agreement and the credit facility provided by Royal Bank of Canada to Techlantic, in form and substance acceptable to Administrative Agent in its sole discretion;

(ii) a duly executed copy of the Guaranty and Security Agreement referenced in clause (ii) of the definition thereof in form and substance satisfactory to Administrative Agent;

(iii) a duly executed copy of the Collateral Assignment of Purchase Agreement referenced in clause (iii) of the definition thereof in form and substance satisfactory to Administrative Agent;

(iv) Administrative Agent shall be satisfied, in its Permitted Discretion, of the results of customary UCC, PPSA and other lien searches of Techlantic;

(v) such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of Techlantic, the authorization of the transactions contemplated by each of the Basic Documents to which Techlantic is a party and any other material legal matters relating to Techlantic, this Agreement or such transactions which shall include a duly completed IRS Form W-8BEN-e, or other applicable tax form;

(vi) counsel to Borrower shall have delivered to the Administrative Agent favorable opinions with respect to corporate, enforceability, perfection, and other matters (as reasonably requested by the Administrative Agent) relating to Techlantic; and

(vii) certified copies of the marine cargo insurance policy of Techlantic, or certificates evidencing the same, together with additional insured and lender loss payable endorsements naming Administrative Agent as a co-insured; and

(q) all other conditions precedent to the Lenders' making of an Advance, as determined from time to time by Administrative Agent in its Permitted Discretion, shall have been fulfilled as of such Credit Extension Date.

Each Advance Request and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by each Loan Party on the date thereof and on the date of the funding of the related Advance, as to the matters specified in the foregoing clauses (a) through (l). The Administrative Agent shall determine, in its Permitted Discretion, whether each of the above conditions has been satisfied and its determination shall be binding on the parties hereto.

## ARTICLE V

### AFFIRMATIVE COVENANTS

Until the Revolving Commitments have expired or been terminated and the principal of and interest on the Advances and other Obligations payable hereunder shall have been paid in full in cash, each Loan Party (as applicable), each as to itself only and not as to any other, covenants and agrees with the Administrative Agent, Applicant and the Lenders that:

Section 5.01 Statements as to Compliance. Parent will deliver to the Administrative Agent, Applicant and each Lender, within 150 days after the end of each fiscal year of the Borrower, an officer's certificate stating, as to the Authorized Person signing such officer's certificate, that:

(a) a review of the activities of each Loan Party during such year and of each such party's performance under this Agreement and each of the other Basic Documents has been performed under such Authorized Person's supervision; and

(b) to the best of such Authorized Person's knowledge, based on such review, each Loan Party has complied in all material respects with all conditions and covenants applicable to

such Person under this Agreement and the other Basic Documents throughout such year and that no Default has occurred and is continuing, or, if there has been a default in its compliance with any such condition or covenant, or the occurrence of any Default, specifying each such Default known to such Authorized Person and the nature and status thereof.

Section 5.02 Notices of Certain Events; Information. Each Loan Party, as applicable, will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) Defaults. As soon as possible and in any event within two (2) Business Days after such Loan Party obtains, or reasonably should have obtained, knowledge of the occurrence of a Default or an Event of Default hereunder, or any Servicer Default, or any default or event of default by any party thereto under any Purchase Agreement.

(b) Changes in Address. Promptly and in any event within five (5) Business Days after the occurrence thereof, written notice of a change in address of the chief executive office or place of organization of any Loan Party.

(c) Other Information. Such information (including financial information), documents, records or reports with respect to the Collateral or any Loan Party as the Administrative Agent, on behalf of any Lender, may from time to time reasonably request.

Section 5.03 Existence, Licenses, Etc.

(a) Existence, Rights and Franchises, Insurance, Etc. Subject to Section 5.03(b), each Loan Party will keep in full effect its existence, rights and franchises under the laws of the State of its organization (unless it becomes or any successor hereunder becomes organized under the laws of any other State or of the United States of America, in which case such Person will keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the other Basic Documents to which it is a party and the Collateral. The Borrower shall comply with the covenants contained in its operating agreement, including without limitation, the “special purpose entity” covenants set forth therein. Loan Parties will cause each of its Subsidiaries (that are not Loan Parties) that are a party to any Basic Document to keep in full effect its existence, rights and franchises under the laws of the jurisdiction of its organization and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Basic Documents to which it is a party and the Collateral and in which the failure to obtain or preserve such qualification could reasonably be expected to have a Material Adverse Effect.

(b) Licenses. Each Loan Party shall at all times possess all licenses, certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now operated by it or as contemplated by the other Basic Documents.

(c) Insurance. Each Loan Party shall keep all of its insurable properties and assets adequately insured against losses, damages and hazards as are customarily insured against by businesses of similar size engaging in similar activities or lines of business or owning similar assets or properties, applicable law and any agreement to which such Loan Party is a party or pursuant to which such Loan Party provides any services; all such insurance policies and coverage levels shall (a) be satisfactory in form and substance to Administrative Agent in its Permitted Discretion, (b)

name Administrative Agent, for the benefit of itself and the other Lenders, as a loss payee or additional insured thereunder, as applicable, and (c) expressly provide that such insurance policies and coverage levels cannot be altered, amended or modified in any manner which is adverse to Administrative Agent and/or Lenders, or canceled or terminated without thirty (30) calendar days prior written notice to Administrative Agent, and that they inure to the benefit of Administrative Agent and Lenders, notwithstanding any action or omission or negligence of or by such Loan Party, or any insured thereunder. .

Section 5.04 Access to Information.

(a) The Loan Parties shall, during regular business hours and with at least ten (10) days (or such lesser time as may be agreed by the Loan Parties) prior written notice to Borrower, permit the Administrative Agent, or its agents or representatives to (i) examine all books, records and other documents (including computer tapes and disks) in the possession or under the control of any Loan Party, its Affiliates, or agents (including but not limited to any Servicer) relating to the Financed Vehicles, the Basic Documents, the Seller, or the End Buyer as may be requested, (ii) visit the offices and property of each such Loan Party, its Affiliates, any Eligible NVOCC or any Servicer for the purpose of examining such materials described in clause (i) above; and (iii) and provide electronic copies of such documents referred to in (i) as are reasonably requested.

(b) The Borrower agrees to pay any and all reasonable and documented costs, fees and expenses actually incurred by the Administrative Agent, its agents and representatives in connection with such examinations, inspections, physical counts and other valuations; provided that so long as no Event of Default has occurred and is continuing, Borrower shall not be liable for reimbursing costs, fees and expenses (i) for more than two (2) examinations, inspections, physical counts or other valuations in any 12-month period (ii) which exceed \$30,000 in the aggregate during any 12-month period.

Section 5.05 Ownership and Security Interests; Further Assurances. The Borrower will take all action reasonably necessary to maintain the respective ownership interests of the Borrower in the Fourth Tier Purchase Agreements, the Financed Vehicles and the other items sold by Parent to the Borrower pursuant to Transfer Documents or otherwise acquired (by way of assignment or otherwise) by the Borrower pursuant to any assignee or other conveyance document. The Borrower and Parent, as applicable, will take all action necessary to maintain the Administrative Agent's security interest in the Purchase Agreements, the Financed Vehicles and the other items pledged to the Administrative Agent pursuant to the Security Documents. The Borrower and Parent agree to (and agree to use its best efforts to cause the Servicer to) take any and all acts and to execute any and all further instruments reasonably necessary or requested by the Administrative Agent or any Lender to more fully effect the purposes of this Agreement.

Section 5.06 Covenants. Each Loan Party shall duly observe and perform each of their respective covenants set forth in each of the Basic Documents to which they are parties.

Section 5.07 Performance of Obligations; Servicing of Accounts.

(a) No Adverse Actions. No Loan Party shall take any action (and each Loan Party will use its best commercially reasonable efforts not to permit any action to be taken by others) that would release any Person from any of such Person's covenants or obligations under any instrument or agreement included in the Collateral or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except as expressly provided in the Basic Documents or such other instrument or agreement.

(b) Performance by Servicers, Etc. The Borrower may contract with or otherwise obtain the assistance of other Persons to assist it in performing its duties under this Agreement, and any performance of such duties by a Person identified to the Administrative Agent in an officer's certificate from an Authorized Person of the Borrower shall satisfy the obligations of the Borrower. Initially, the Borrower has contracted with the Servicer, pursuant to the Servicing Agreement to assist the Borrower in performing its duties under this Agreement. No Loan Party shall modify in any material respect the Servicing Agreement without the prior written consent of Administrative Agent. The Servicing Agreement and any new Servicing Agreement entered into shall be in form and substance satisfactory to Administrative Agent, in its Permitted Discretion, and accompanied by a multi-party agreement between Borrower, Servicer and Administrative Agent with respect to such Servicing Agreement, in form and substance satisfactory to Administrative Agent in its Permitted Discretion.

(c) Covenants under Agreements. Each Loan Party will punctually perform and observe all of its obligations and agreements contained in the instruments and agreements included in the Collateral. No Loan Party shall waive, amend, modify, supplement or terminate any Purchase Agreement, or any provision thereof, in each case, without the written consent of the Administrative Agent.

(d) Servicer Default. If a Servicer Default shall be continuing due to the failure of the Servicer to perform any of its duties or obligations under the Servicing Agreement or any Basic Document with respect to the Financed Vehicles, the Borrower shall take all reasonable steps and enforce any remedies under any agreement available to it to remedy such failure.

(e) Successor Servicer. Administrative Agent shall approve, in its sole discretion, any termination of the Servicing Agreement and the replacement of Servicer. Notwithstanding anything set forth herein to the contrary, Administrative Agent shall have the right, in its sole discretion at any time following the occurrence and during the continuance of an Event of Default, to terminate the Servicing Agreement and to replace Servicer with the Backup Servicer or any other Person selected by Administrative Agent in its sole discretion. Borrower shall be required to provide (and to cause to be provided) all servicing reports and other information related to the Financed Vehicles in computer "data tape" form to such replacement Servicer and Administrative Agent and shall cause all of Servicer's and Borrower's files related to any of the Collateral to be in a form that can be transferred electronically to the replacement Servicer upon request. The Borrower shall cooperate with Administrative Agent and any such replacement Servicer in connection with any such transfer of servicing, and the Borrower shall be responsible for all costs, fees and expenses relating to any such change in servicing of the Collateral as well as any fees and expenses due and owing to any such replacement Servicer.

(f) Amendments of Collateral Documents; Waivers. Without derogating from the absolute nature of the assignment granted to the Administrative Agent under the Security Documents or the rights of the Administrative Agent hereunder and thereunder, the Loan Parties agree that they will not, without the prior written consent of the Administrative Agent, amend, modify, waive, supplement, terminate or surrender, or agree to any amendment, modification, supplement, termination, waiver or surrender of, the terms of any Collateral, that no such amendment shall increase or reduce in any manner the amount of, or accelerate or delay the timing of, distributions that are required to be made for the benefit of the Lenders. If any such amendment, modification, supplement or waiver shall so be consented to by the Administrative Agent, the Applicant and the Borrower agrees, promptly following a request by the Administrative Agent to do so, to execute and deliver, each in its own name and at its own expense, such agreements, instruments, consents and other documents as the Administrative Agent may deem necessary or

appropriate in the circumstances.

Section 5.08 Treatment of Advances as Debt for All Purposes. The Borrower shall treat the Advances as indebtedness for all purposes.

Section 5.09 Use of Proceeds.

(a) Each of the Loan Parties hereby authorize the Administrative Agent to pay the proceeds of the Letters of Credit and the Advances (excluding Advances made pursuant Section 2.02 and any Protective Advance) and under this Agreement directly to TX OPS Canada to finance the purchase of the Eligible Assets in accordance with the terms hereof and the Transfer Documents. The Borrower shall use any amounts received pursuant to Section 8.01(c)(v) to pay costs and expenses associated with the Basic Documents. Each Loan Party hereby agrees all Collections shall be held by such Loan Party (or such Loan Party shall cause the Servicer, if the Servicer is an Affiliate of a Loan Party, to hold such products or proceeds) in trust for the benefit of the Lenders until the payment in full of all financial obligations of the Loan Parties under this Agreement and the termination of the Revolving Commitments.

(b) The Borrower will not request any Advances or Letters of Credit, and the Borrower shall not use, and shall procure that its Affiliates and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Advances or Letter of Credit (i) in furtherance of any offer, payment, transaction, promise to pay, or authorization of the payment or giving of money, or anything else of value, to or with any Person where there is a reasonable suspicion (whether on the part of any of TX OPS Canada, the Loan Parties, any of the Trade X Group of Companies, or in each case any of their directors, officers, employees or agents) of any violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or the procedures implemented by the Loan Parties (or TX OPS Canada or any of the Trade X Group of Companies) designed to secure compliance with Anti-Corruption Laws and/or Anti-Money Laundering Laws; (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(c) The Loan Parties agree to notify the Administrative Agent if any of the Loan Parties or TX Ops Canada or the Trade X Group of Companies (or any of their directors, officers, employees or agents) are or become suspicious that any End Buyer, Seller, customer, or counterparty has engaged or may engage in any activity, transaction or arrangement involving the acquisition, use or possession of funds or other property which constitutes or represents, directly or indirectly and whether in whole or in part, any Person's benefit from criminal conduct

Section 5.10 Further Assurances. The Borrower will take (and will use its best efforts to cause the Servicer to take) such action from time to time as shall be requested by the Administrative Agent to effectuate the purposes and objectives of this Agreement. Without limiting the generality of the foregoing, the Borrower and Parent, as applicable, will (and agree to cause the Servicer, if the Servicer is an Affiliate of the Borrower, to) from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action necessary or advisable to:

(a) provide further assurance with respect to the Grant of all or any portion of the Collateral;

- (b) maintain or preserve the lien and security interest (and the priority thereof) of this Agreement or carry out more effectively the purposes hereof;
- (c) perfect, publish notice of or protect the validity of any Grant made or to be made by the Security Documents;
- (d) enforce any rights with respect to the Collateral; and
- (e) preserve and defend title to the Collateral and the rights of the Administrative Agent, Applicant and the Lenders in such Collateral against the claims of all Persons and parties.

Section 5.11 Financial Statements and Projections. The Borrower and Parent shall furnish or cause to be furnished to the Administrative Agent, Applicant and the Lenders the following financial information:

- (a) as soon as available and in any event within one hundred fifty (150) calendar days after the end of each fiscal year of Borrower beginning with the fiscal year ending December 31, 2021, and thereafter, audited consolidated balance sheets and statements of income, cash flows and changes in shareholders' equity (and, separately stated, Borrower's unaudited consolidating balance sheets and statements of income) of the Loan Parties as of the end of and for such fiscal year prepared by independent auditors of recognized standing selected by the Loan Parties and reasonably acceptable to Administrative Agent;
- (b) as soon as available and in any event within forty-five (45) calendar days after the end of the first three quarters of each fiscal year of Borrower, unaudited consolidated balance sheet and statement of income (and, separately stated, Borrower's unaudited consolidating balance sheets and statements of income) of the Loan Parties as of the end of and for the portion of such fiscal year then ended;
- (c) as soon as available and in any event within thirty (30) calendar days after the end of each fiscal month of Borrower, unaudited consolidated balance sheet and statement of income (and, separately stated, Borrower's unaudited consolidating balance sheets and statements of income) of the Loan Parties as of the end of and for the portion of such fiscal year then ended;
- (d) as soon as available, but in no event later than thirty (30) calendar days prior to the end of each fiscal year of Borrower, an annual budget or business plan for the next succeeding fiscal year on a monthly basis, including projected balance sheet, and income statement of the Loan Parties, in each case, together with supporting assumptions, as of the end of such fiscal year, and, at the beginning of each fiscal quarter;
- (e) the Loan Parties will maintain an administrative back office and cash management system that provides for the reporting, financial and accounting services necessary to perform all obligations under this Agreement. As soon as available, and in any event not later than ten (10) calendar days after the end of each calendar month ending after the Closing Date, Borrower shall furnish to Administrative Agent a report on the performance of each Financed Vehicle and provide an accounting and reconciliation for all cash receipts and disbursements relating to the Financed Vehicles, each in a format acceptable to Administrative Agent in its Permitted Discretion;
- (f) as soon as available and in any event within thirty (30) calendar days after the end of each calendar month, Borrower shall furnish to Administrative Agent a report and underlying calculations of Borrower's compliance with the Financial Covenants, in a format acceptable to

Administrative Agent in its Permitted Discretion;

(g) On or prior to each Monday prior to any Payment Date, or, with respect to the final Maturity Date, five (5) Business Days prior to such final Maturity Date, the Borrower shall cause the Servicer to deliver to the Administrative Agent the Servicer Report as to the immediately following Payment Date with regard to the prior calendar week;

(h) Borrower shall furnish on or prior to each Payment Date in a calendar week (unless Borrower has made an Advance Request during such calendar week) a Borrowing Base Certificate, in a format acceptable to Administrative Agent in its Permitted Discretion; and

(i) as soon as available and in any event within fifteen (15) calendar days after the end of each calendar month, Borrower shall furnish to Administrative Agent a report and underlying filings evidencing TX OPS Canada or Davidson Motors', as applicable, application for HST Tax Credits for the calendar month prior to such calendar month (which shall include a copy of the return that claims the HST Tax Credits together with proof of filing of such return);

Each of the financial statements referred to in clauses (a), and (b) above shall have been prepared in accordance with GAAP (subject to year-end adjustments in the case of interim statements). Each of the financial statements and calculations referred to in clauses (a), (b), (d), (e) and (i) above shall be accompanied by a Monthly Compliance Certificate substantially in the form of Exhibit E pursuant to which such financial statements and calculations shall be certified by an Authorized Person of Parent and each of the financial statements and calculations referred to in clause (a) above shall be accompanied by the certifications required pursuant to Section 3.03(c) of the Security Agreement. The consolidating financial statements referred to in clause (a) above shall be accompanied by a statement of the independent auditors for Parent to the effect that such consolidating statements have been subjected to the auditing procedures applied to the audits of the corresponding consolidated financial statements and are fairly stated in all material respects in relation to such consolidated financial statements taken as a whole. The Loan Parties shall promptly furnish or cause to be furnished to the Administrative Agent any other financial information regarding the Loan Parties reasonably requested by the Administrative Agent. The projections and estimates referred to in clause (c) above shall have been prepared in good faith and represent Borrower's best estimate of the matters set forth therein.

Section 5.12 Applicable Operating Procedures and Terms and Conditions; Modifications. The Loan Parties shall not make any material modification to or change the Applicable Operating Procedures or Terms and Conditions without the prior written consent of Administrative Agent, in its Permitted Discretion. In the event that material modifications are made to the Applicable Operating Procedures or Terms and Conditions without Administrative Agent's consent, that will, in any manner, adversely affect the value, enforceability, or collectability of any Eligible Asset, as determined by Administrative Agent in its Permitted Discretion, then Administrative Agent may declare, by notice to Borrower, that the Financed Vehicles that have been modified or purchased by Borrower in reliance upon such unapproved policies and procedures or which, in the Permitted Discretion of Administrative Agent, have been adversely impacted as to the value, enforceability, or collectability of such Financed Vehicles shall, three (3) Business Days after such notice is made (the "Adverse Change Notice Effective Date"), not be Eligible Assets, whereupon, on and after the Adverse Change Notice Effective Date, the applicable Financed Vehicles shall not be Eligible Assets. For the avoidance of doubt, Administrative Agent will not unreasonably impede the Loan Parties from amending the Applicable Operating Procedures or Terms and Conditions to implement more restrictive underwriting or sale policies and procedures.



Section 5.13 Compliance with Organizational Documents. The Borrower hereby covenants and agrees that until this Agreement is terminated in accordance with its terms, it will comply in all material respects with the provisions of its organizational documents in effect from time to time.

Section 5.14 Sales and Other Taxes. Parent and Borrower agree that the defined term “Collections” expressly excludes sales or other Taxes (other than HST Tax Credits), license, title registration and recordation fees, and any other fees, charges or amounts customarily payable relating to the disposition of such Financed Vehicle or item of Collateral, and that all such amounts collected by Parent from any End Buyer, or any other Person in respect of the disposition of such Financed Vehicle or item of Collateral, in respect of the obligations under the Purchase Agreements, or any other agreement, shall be collected by Parent and promptly remitted to the appropriate Governmental Authority when due and payable. For the avoidance of doubt, at no time shall Parent or Borrower permit any money to be deposited in the Collection Account which is to be used to pay sales or other Taxes, license, title registration and recordation fees, and any other fees, charges or amounts customarily payable relating to the disposition of such Financed Vehicle or item of Collateral. All HST Tax Credits claimed by either TX OPS Canada or Davidson Motors will be properly and correctly calculated and documented in accordance with the *Excise Tax Act* (Canada) and applicable provincial laws and the regulations thereunder. Each of TX OPS Canada and Davidson Motors will duly file their applicable returns to claim any HST Tax Credits for a month as soon as possible following the end of such month.

Section 5.15 Prospective Equity Holder. Notwithstanding anything to the contrary contained herein, (a) no transfer of any equity in any Restricted Party shall be made to any Prohibited Person, and (b) in the event any transfer, results in any Person and its Affiliates owning in excess of ten percent (10%) of the ownership interest in a Restricted Party (excluding any Person that is an owner of at least ten percent (10%) of the ownership interest in a Restricted Party as the Closing Date) Borrower shall provide to Administrative Agent, not less than thirty (30) days prior to such transfer, the name and identity of each proposed transferee, together with the names of its controlling principals, the social security number or employee identification number of such transferee and controlling principals, and such transferee’s and controlling principal’s home address or principal place of business, and home or business telephone number. The intended transferee of any transfer described in clause (b) of this Section 5.15 shall be a Person which otherwise meets Administrative Agent’s underwriting criteria (applied in a non-discriminatory manner by Administrative Agent in the use of its sole, but good faith, discretion) to be a borrower/customer of Administrative Agent or is otherwise reasonably acceptable to Administrative Agent (and as to which Administrative Agent has received all information it shall reasonably request to perform its customary “know your customer” procedures), all of the foregoing as reasonably determined by Administrative Agent. In connection with any transfer, Borrower shall pay all fees and costs incurred by Administrative Agent.

Section 5.16 Special Purpose Entity. Borrower has not, and for so long as the Obligations are outstanding, shall not:

- (a) engage in any business or activity other than the acquisition and ownership of Financed Vehicles, and activities incidental thereto, provided, that for the avoidance of doubt, Borrower hereby agrees that it shall not originate Financed Vehicles;
- (b) acquire or own any material assets other than Financed Vehicles and the other Collateral, and such incidental personal property as may be necessary for the operation of the Financed Vehicles;

- (c) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Administrative Agent's consent;
- (d) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualifications to do business, or without the prior written consent of Administrative Agent, amend, modify, terminate or fail to comply with the provisions of its operating agreement, articles of organization, or other similar organizational documents, as the case may be;
- (e) own any Subsidiary or make any investment in, any Person without the consent of Administrative Agent;
- (f) commingle its assets with the assets of any of its members, general or limited partners, shareholders, Affiliates, principals or of any other Person;
- (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Obligations;
- (h) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;
- (i) fail to maintain its records, books of accounts and bank accounts separate and apart from those of the members, partners, shareholders, principals and Affiliates of Parent and Servicer or any other Person;
- (j) other than any Basic Documents or the Transfer Documents and or as otherwise required by the Basic Documents, without the consent of the Administrative Agent, enter into any contract or agreement with any member, general or limited partner, shareholder, principal or Affiliate of Borrower, Servicer or Parent, or any member, general or limited partner, shareholder, principal or Affiliate of any of the foregoing, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general or limited partner, shareholder, principal or Affiliate of Borrower or Parent, or any member, general or limited partner, shareholder or Affiliate of any of the foregoing;
- (k) seek the dissolution or winding up in whole, or in part, of Borrower;
- (l) fail to correct any known misunderstandings regarding the separate identity of Borrower, as applicable;
- (m) hold itself out to be responsible for the debts of another Person;
- (n) other than owning Financed Vehicles and other Collateral purchased from Parent pursuant to the Transfer Documents, make or extend any financial accommodations or leases to any third party, including any member, general or limited partner, shareholder, principal or Affiliate of Borrower, Servicer, Parent, or any member, general or limited partner, shareholder, principal or Affiliate of any of the foregoing;
- (o) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (i) to mislead others

as to the identity with which such other party is transacting business, or (ii) to suggest that Borrower is responsible for the debts of any third party (including any member, general or limited partner, shareholder, principal or Affiliate of Borrower, Servicer or Parent, or any member, general or limited partner, shareholder, principal or Affiliate of any of the foregoing);

(p) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(q) except for invoicing for collections and servicing of Financed Vehicles, share any common logo with or hold itself out as or be considered as a department or division of (i) any general or limited partner, shareholder, principal, member or Affiliate of Borrower, (ii) any Affiliate of a general or limited partner, shareholder, principal or member of Borrower, or (iii) any other Person;

(r) without the unanimous written consent of its directors, managers or managing members, or general or limited partners, as the case may be, and the consent of any independent directors or independent managers required herein, file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; or

(s) fail at any time from and after the Closing Date to have at least one (1) of its directors or managers being independent directors or managers that is not and has not been for at least five (5) years a director, manager, officer, employee, trade creditor, supplier or shareholder (or spouse, parent, sibling or child of the foregoing) of (or a Person who directly or indirectly controls) (i) Borrower, (ii) any general or limited partner, shareholder, principal, member or Affiliate of Borrower, unless such Person is also a special purpose entity, or (iii) any Affiliate of any general or limited partner, shareholder, principal or member of Borrower, unless such Person is also a special purpose entity.

Section 5.17 Reserve Collateral. Parent hereby covenants and agrees that until this Agreement is terminated in accordance with its terms, Parent will take all action necessary to maintain the respective ownership interests of Parent in the Reserve Collateral, as determined in the Administrative Agent's Permitted Discretion, and in such amounts not less than the Reserve Collateral Amount.

Section 5.18 Rating Agency Requirements. Borrower shall further materially comply with any other customary rating agency (including S&P and Moody's) requirements for a single purpose entity as Administrative Agent may require from time to time at its sole discretion by notice to Borrower.

Section 5.19 Access to Trade X Platform. The Loan Parties shall provide Administrative Agent with sufficient access to the CRM (Customer Retention Management) application to review, evaluate and otherwise access the Purchase Agreements and all other information related to any Financed Vehicles hereunder.

Section 5.20 Export Authorization Requirements. Prior to the export of any Vehicle from the United States or Canada, the Loan Parties shall comply with all applicable laws, rules, and regulations related to the export, export reporting, reexport, import and customs laws and regulations, including, but not limited to, those administered by U.S. Customs and Border Protection, the U.S. Census Bureau, the Canada Border Services Agency and Global Affairs Canada. The Loan Parties shall comply with the advance notice requirements and other export filing requirements applicable to Vehicles, including as set forth in 19 C.F.R. § 192.2, and make Electronic Export Information ("EEI") filings in accordance with the Foreign Trade Regulations at 15 C.F.R. §§ 30.26, 30.37(a).

Section 5.21 International Trade Compliance.

(a) The Loan Parties shall comply with all Anti-Terrorism Laws, Anti-Money Laundering Laws, Anti-Corruption Laws, and Sanctions and Export Control Laws and implement procedures to ensure such compliance, including, but not limited to, conducting third-party screening of its customers and ultimate end-users of the Vehicles.

(b) Prior to any business relationship being commenced or continued between TX OPS Canada (or any of the Trade X Group of Companies, or any of the Loan Parties), and any (i) user of the Trade X Platform, Seller, End Buyer or customer which is classified or treated by any of the Loan Parties (or TX OPS Canada or any of the Trade X Group of Companies) as a high risk customer in accordance with any of their Anti-Money Laundering & Counter Terrorist Financing Policy and/or Anti-Money Laundering & Counter Terrorist Financing Procedures and/or Money Laundering & Terrorist Financing Risk Assessment; or (ii) customer, user of the Trade X Platform, Seller, or End Buyer not located in an Approved Country of Origin or Approved Country of Destination (as applicable), the Borrower must in each case notify the Administrative Agent, which may in its sole discretion decline to approve the aforesaid business relationship with the customer, user of the Trade X Platform, Seller, or End Buyer (as the case may be), in which case the Administrative Agent and Lenders shall not be required to make any Advances under this Agreement.

## ARTICLE VI

### NEGATIVE COVENANTS

Section 6.01 Negative Covenants of the Loan Parties. Until the Revolving Commitments and Letters of Credit have expired or terminated and the principal of and interest on each Advance, Letter of Credit and all fees and other Obligations payable hereunder have been paid in full in cash, the Loan Parties covenant and agree with the Lenders and the Administrative Agent that they will not, without the prior written consent of Administrative Agent:

(a) except as expressly permitted by the Basic Documents or in the ordinary course of business, sell, transfer, exchange or otherwise dispose of any of its properties or assets, including those included in any part of the Collateral, unless directed to do so by the Administrative Agent on behalf of the Lenders as permitted herein; provided, however, that so long as no Event of Default shall then be continuing or result therefrom (i) Borrower shall be permitted to sell Ineligible Assets (including, without limitation, Defaulted Assets) through the Remarketing Agent from time to time so long as the proceeds of such sale are deposited into the Collection Account for application thereof to repayment of the Obligations as Collections; and (ii) the Loan Parties shall have the right to (A) sell, transfer or otherwise dispose of equipment that is substantially worn, damaged, or obsolete in the ordinary course of business, and (B) the use or transfer of money or cash equivalents in a manner that is not prohibited by the terms of this Agreement or the other Basic Documents.

(b) claim any credit on, or make any deduction from the principal or interest payable in respect of, the Advances (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Lender or Administrative Agent by reason of the payment of the taxes levied or assessed upon any part of the Collateral;

(c) allow the Borrower to engage in any business or activity other than as expressly permitted by this Agreement and the other Basic Documents, other than in connection with, or

relating to, the Advances pursuant to this Agreement, or amend this Agreement as in effect on the Closing Date other than in accordance with Article XI;

(d) dissolve or liquidate in whole or in part or merge or consolidate with any other Person;

(e) permit the validity or effectiveness of this Agreement, any other Basic Document or any document or agreement to be impaired, or permit the Liens granted pursuant to the Security Documents to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations hereunder or under any other Basic Document or any document or agreement, except as may expressly be permitted hereby;

(f) except as provided in the Basic Documents, permit any Lien (other than Permitted Liens) to be created on or extend to or otherwise arise upon or burden the Collateral or any part thereof or any interest therein or the proceeds thereof or, except as provided in the Basic Documents, permit any Person other than itself, the Administrative Agent, Applicant and the Lenders to have any right, title or interest in the Collateral;

(g) during the existence of a Default or Event of Default, solely with respect to Borrower, (i) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to any owner of a beneficial interest in the Borrower with respect to any ownership or equity interest or security in or of the Borrower, (ii) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or security, or (iii) set aside or otherwise segregate any amounts for any such purpose;

(h) amend, supplement, restate or otherwise modify any of the contracts or agreements;

(i) except for the Basic Documents, allow Borrower to enter into, assume or otherwise be bound or obligated under any agreement creating or evidencing Indebtedness;

(j) substantially change the nature of the business in which any Loan Party is presently engaged, nor except as specifically permitted hereby purchase or invest, directly or indirectly, in any assets or property other than in the ordinary course of business for assets or property which are useful in, necessary for and are to be used in its business as presently conducted;

(k) permit the Borrower to have any Subsidiaries;

(l) sell, convey, lease, export, or transfer title to any Collateral in violation of applicable Anti-Corruption Laws, Anti-Terrorism Laws, Sanctions and Export Control Laws, or in any manner that would cause the Administrative Agent, the Applicant, the Lenders, the Borrower, or any other Loan Party to be in breach of such laws;

(m) (i) maintain, or permit Borrower or its ERISA Affiliates to maintain, any Plan, (ii) become obligated to contribute, or permit Borrower or its ERISA Affiliates to become obligated to contribute, to any Plan, (iii) engage, or permit Borrower or its ERISA Affiliates to engage, in any non-exempt “prohibited transaction”, as that term is defined in Section 406 of ERISA or Section 4975 of the Code, or (iv) cause, or permit any Loan Party to cause, a representation or warranty in Section 3.01(s) to cease to be true and correct;

(n) repay any obligation under this Agreement with funds that shall constitute property of, or shall be beneficially owned directly or indirectly by, any Sanctioned Person, or derived from business with any Sanctioned Person or Sanctioned Country; or

(o) permit: (i) any Covered Entity to (A) become a Sanctioned Person, (B) have, either in its own right or through any third party acting on behalf of such Covered Entity, any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (C) either in its own right or through any third party acting on behalf of such Covered Entity do business in or with, or derive any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any applicable law, regulation, order or directive enforced by any Compliance Authority; (ii) the Advances to be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any applicable law, regulation, order or directive enforced by any Compliance Authority; (iii) the funds used to repay the Obligations to be derived from any unlawful activity; or (iv) any Covered Entity either in its own right or through any third party to fail to be in material compliance with, or engage in any dealings or transactions prohibited by, any applicable Governmental Rules, including but not limited to any Anti-Terrorism Laws. The Loan Parties covenant and agree that they shall immediately notify the Administrative Agent in writing upon the occurrence of a Reportable Compliance Event.

## ARTICLE VII

### FINANCIAL COVENANTS

Section 7.01 Excess Spread Ratio. On and following the third Collection Period after the Closing Date, the Rolling Average Excess Spread Ratio during the Measurement Period then ended shall be greater than 18% on an annualized basis.

Section 7.02 Breakage Ratio. On and following the third Collection Period after the Closing Date, the Rolling Average Breakage Ratio for the Measurement Period then ended shall be less than the applicable levels in the table below.

Months after Closing Date	1 through 6	7 through 12	13 and each Test Period thereafter
Ratio	15%	10%	5%

Section 7.03 Net Loss Ratio. On and following the third Collection Period after the Closing Date, the Rolling Average Net Loss Ratio for the Measurement Period then ended shall be less than 10%.

Section 7.04 Consolidated Fixed Charge Coverage Ratio. Parent will not permit, as of the last day of any fiscal quarter on a trailing four-quarter basis, the Fixed Charge Coverage Ratio to be less than 1.50 to 1.00.

Section 7.05 Minimum Tangible Net Worth. Beginning on the earlier of (i) August 15, 2021 or (ii) fifteen (15) calendar days after TX OPS Canada's "Series A" equity offering raising at least \$21,000,000 (the "Qualified Offering") in the aggregate, Parent will not permit, as of the last day of any fiscal quarter, its Tangible Net Worth to be less than \$3,000,000, which shall increase on any Determination Date by (x) fifty percent (50%) of Parent's positive Net Income, if any, plus (y) seventy five percent (75%) of the proceeds received by TX OPS Canada and contributed to Parent from the Qualified Offering or any subsequent equity offering.

Section 7.06 Reserve Collateral. At all times, Parent shall have Reserve Collateral equal to or in excess of the Reserve Collateral Amount.

## ARTICLE VIII

### ESTABLISHMENT OF ACCOUNTS

#### Section 8.01 Collection Account

(a) Establishment of Accounts.

(i) Establishment of Collection Account. On or prior to the Closing Date, the Borrower shall establish the Collection Account and the Administrative Agent and the Borrower shall enter into the Collection Account Control Agreement. Each Loan Party stipulates and agrees that all Collections deposited to, or on deposit from time to time in, the Collection Account, are and shall at all times be (until withdrawn therefrom in accordance with the terms of this Agreement, and subject to any Liens and interests of the Administrative Agent therein, whether now existing or hereafter arising), the sole and exclusive property of Borrower, and not the property of any other Person, and to the extent that the Collection Account is now or hereafter established or titled in the name of Parent or Servicer, or any other Affiliate of Parent or Servicer, any such titling of the Collection Account is solely for the purpose of facilitating the processing of Collections and other funds hereunder, and shall not, in and of itself, give rise to any property right or claim of Parent or Servicer or any other Affiliate of Parent or Servicer with respect to such funds.

(ii) Location of Collection Account. The Collection Account shall initially be maintained with Cash Management Bank or any other bank approved by Administrative Agent in its Permitted Discretion. If, at any time, the Collection Account ceases to be an Eligible Deposit Account or any applicable Collection Account Control Agreement ceases to be in full force and effect (or the Borrower contests the validity or enforceability thereof, or any provision thereof, in writing), then the Borrower or the Administrative Agent, as applicable, shall, within ten (10) Business Days (A) establish a new Collection Account with another depository institution selected by the Administrative Agent (and acceptable to the Required Lenders) as an Eligible Deposit Account, (B) terminate the ineligible Collection Account, and (C) transfer any cash and investments from such ineligible Collection Account to such new Collection Account. The Administrative Agent will inform the Borrower of any such transfer to a new Collection Account.

(iii) Establishment of Canadian Collection Account. Each Loan Party stipulates and agrees that all HST Tax Credits shall direct the applicable Governmental Authorities on the payment of an HST Tax Credit to deposit into the applicable Canadian Collection Account. Each Loan Party further agrees that such amounts deposited to, or on deposit from time to time in, each Canadian Collection Account, are and shall at all times be (until withdrawn therefrom in accordance with the terms of this Agreement, and subject to any Liens and interests of the Administrative Agent therein, whether now existing or hereafter arising), the sole and exclusive property of TX OPS Canada or Davidson Motors, as applicable, and not the property of any other Person, and that such Canadian Collection Account Control Agreement shall stipulate and require that all funds deposited into each Canadian Collection Account shall be automatically swept to the Collection Account at least one (1) time per week (or as often as Administrative Agent may agree in its sole discretion).

(b) Cash Management.

(i) The Loan Parties shall, or shall cause Servicer to, deposit, or cause to be deposited (without duplication), into the Collection Account within three (3) Business Days after receipt and availability (but in no event later than four (4) Business Days after receipt in the Servicer Account) from Cash Management Bank all Collections and other payments on or in respect of each item of Collateral collected on or after the related Transfer Date, including without limitation, as the result of the sale or other disposition of Collateral. So long as (w) no Event of Default has occurred and is continuing, (x) no Overadvance would exist after giving effect thereto, (y) the Excess Concentration Amount would not be greater than zero after giving effect thereto and (z) the balance remaining in the Collection Account will be greater than the Accrued Facility Costs after giving effect thereto, the Borrower may use the funds on deposit in the Collection Account from time to time during the Revolving Commitment Period to acquire Eligible Assets in accordance with the terms hereof and the Transfer Documents. In addition, the Borrower may withdraw funds on deposit in the Collection Account from time to time that relate to harmonized sales tax credits which are not HST Tax Credits upon providing a certification to such effect to the Administrative Agent.

(ii) To the extent that the Servicer or a Loan Party receives any such amounts directly or in any manner other than via deposit into the Collection Account, such Loan Party shall hold all such payments in trust for the sole and exclusive benefit of Administrative Agent and Servicer or such Loan Party shall deposit, or cause to be deposited, to the Collection Account all such amounts received within three (3) Business Days after receipt and availability from Cash Management Bank (but in no event later than four (4) Business Days after receipt in the Servicer Account), unless Administrative Agent shall have notified Servicer or such Loan Party to deliver directly to Administrative Agent all payments in respect of the Financed Vehicles after the occurrence and during the continuance of an Event of Default, in which event all such payments (in the form received) shall be endorsed by such Loan Party to Administrative Agent and delivered to Administrative Agent promptly upon Servicer's or such Loan Party's receipt thereof.

(iii) At any time after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right to directly notify any End Buyer to deliver payments with respect to any Financed Vehicles directly into the Collection Account or any other deposit account established by Administrative Agent from time to time.

(c) Application of Collections and other Proceeds from the Collection Account. On each Payment Date, until such time as Administrative Agent shall exercise its rights pursuant to Section 8.01(e), Servicer shall, pursuant to the Servicer Report, apply all amounts in the Collection Account in the following order of priority:

(i) to any Eligible NVOCC in an amount equal to Taxes then due and owing with respect to any Vehicle underlying the Eligible Assets;

(ii) *pro rata* (A) to Cash Management Bank, an amount equal to fees, expenses and indemnities then owing to the Cash Management Bank in accordance with the Control Agreements, (B) to Custodian, if any, an amount equal to fees, expenses and indemnities then owing to the Custodian in accordance with the Custodial Agreement, and (C) to Backup Servicer, if any, an amount equal to fees, expenses and indemnities then owing to



the Backup Servicer in accordance with the Backup Servicing Agreement;

(iii) to the applicable Person, an amount necessary to pay any unpaid fees, expenses or costs of the Lenders and the Administrative Agent, including but not limited to (A) fees owed to the Administrative Agent in accordance with Section 2.08 hereof, (B) Lenders' and Administrative Agent's third-party expenses and (C) any unpaid Protective Advances;

(iv) (A) to prepay or repay unreimbursed LC Disbursements, (B) to the extent required pursuant to Section 2.16(j), to pay an amount to the Administrative Agent equal to one hundred five percent (105%) of the aggregate LC Exposure, or (C) to the extent required pursuant to Section 2.16(j), to deposit cash collateral for the aggregate LC Exposure into the LC Collateral Account;

(v) to the Administrative Agent, for the ratable benefit of the Lenders, an amount necessary to first (A) pay accrued but unpaid interest in respect of the Obligations at the applicable interest rate set forth in this Agreement, and then (B) make any Required Principal Payment then owing;

(vi) on and after the expiration of the Revolving Commitment Period, to the Administrative Agent, for the ratable benefit of the Lenders, to repay all Obligations until all such Obligations have been paid in full; and

(vii) if the Maturity Date has not yet occurred, any remainder to be paid to the Borrower; provided that, at all times, Borrower shall maintain a balance in the Collection Account equal to, or in excess of, the total Accrued Facility Costs.

(d) Insufficient Amounts in Collection Account. In the event that amounts distributed under Section 8.01(c) as of each Payment Date are insufficient for payment of the amounts set forth in Section 8.01(c)(i), (ii), (iii) and (iv) for such Payment Date, Borrower shall pay an amount equal to the extent of such insufficiency, (i) through an Advance hereunder, on such Determination Date, or (ii) from a wire transfer of immediately available funds by Borrower within two (2) Business Days of request by the Administrative Agent. The Administrative Agent shall distribute any such payment received by it for the account of the Lenders, in accordance with their respective *Pro Rata* Shares.

(e) Payments Upon Event of Default. Notwithstanding anything to the contrary contained in this Section 8.01, following the occurrence and during the continuance of an Event of Default, an Authorized Person of the Administrative Agent shall have the immediate right to direct in writing and to apply all Collections, other funds in any Controlled Account, proceeds of Collateral, prepayments, and other amounts received of every description otherwise payable to the Borrower, to the Obligations in such order and in such manner as an Authorized Person of the Administrative Agent shall elect in its sole discretion.

(f) No Set-Off. Borrower absolutely and unconditionally promises to pay, when due and payable pursuant hereto, principal, interest and all other amounts and Obligations payable, hereunder or under any other Basic Document, without any right of rescission and without any deduction whatsoever, including any deduction for set-off, recoupment or counterclaim, notwithstanding any damage to, defects in or destruction of the Collateral or any other event, including obsolescence of any property or improvements. Except as expressly provided for herein, Borrower hereby irrevocably waives set-off, recoupment, demand, presentment, protest, and all

notices and demands of any description, and the pleading of any statute of limitations as a defense to any demand under this Agreement and any other Basic Document, all to the extent permitted by Governmental Rules. Each Advance shall be due and payable in full, if not earlier in accordance with this Agreement, on the applicable Maturity Date.

Section 8.02 Control of Controlled Accounts; Collection Account Property.

(a) Control of Accounts. The Controlled Accounts have been pledged by the Borrower to the Administrative Agent under the Security Agreement and shall be subject to the lien of the Security Agreement. Amounts distributed from any Controlled Account in accordance with the terms of this Agreement shall be released from the Collateral upon such distribution thereunder or hereunder, unless distributed to another Controlled Account. All funds on deposit from time to time in the Controlled Accounts and in all proceeds thereof (including all income thereon) and all such funds, investments, proceeds and income shall be part of the Collateral, except to the extent such funds relate to harmonized sales tax credits which are not HST Tax Credits.

(b) Certain Collection Account Matters.

(i) Investment of Funds. Funds held in the Collection Account may be invested (to the extent practicable and consistent with any requirements of the Code) in Permitted Investments by or at the written direction of the Borrower; provided that, at all times, the Administrative Agent, for the benefit of the Lenders, shall have a first-priority perfected security interest in all funds and Permitted Investments in the Collection Account. Absent such direction the funds shall remain uninvested. In any case, funds in the Collection Account must be available for withdrawal without penalty, and any Permitted Investments must mature or otherwise be available for withdrawal, one (1) Business Day prior to the next Record Date and shall not (subject to Section 8.02(b)(ii)) be sold or disposed of prior to its maturity. All interest and any other investment earnings on amounts or investments held in the Collection Account shall be retained by the Borrower.

(ii) Insufficiency and Losses in Trust Accounts. If any amounts are needed for disbursement from the Collection Account and sufficient uninvested funds are not available to make such disbursement, the Borrower shall or shall cause to be sold or otherwise converted to cash a sufficient amount of the investments in the Collection Account. The Borrower shall be liable for any investment loss or other charge resulting therefrom and the Administrative Agent shall have no obligation or liability with respect thereto.

If any losses are realized in connection with any investment in the Collection Account pursuant to this Agreement, then the Borrower shall deposit the amount of such losses (to the extent not offset by income from other investments in the Collection Account) into the Collection Account promptly upon the realization of such loss.

(c) Administrative Agent Not Liable. The Administrative Agent shall not in any way be held liable by reason of any insufficiency in the Collection Account resulting from any investment loss on any Permitted Investment included therein.

## ARTICLE IX

### EVENTS OF DEFAULT

If any of the following events (“Events of Default”) shall occur and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of Governmental Rules or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Advance or of any reimbursement obligation in respect of any LC Disbursement when the same becomes due and payable and such default is not remedied within two (2) Business Days after the date such payment is due; provided, however, that such two (2) Business Day cure period shall not apply to any amounts due and payable on the Maturity Date; or

(b) notwithstanding any insufficiency of funds in the Collection Account for payment thereof on the related Payment Date, default in the payment of any installment of the principal required to be made pursuant to this Agreement of any Advance or any fees required to be made pursuant to any Basic Document (i) on any Payment Date or (ii) when otherwise due and payable pursuant to the Basic Documents and, in each case, such default is not remedied within two (2) Business Days after the date such payment is due; provided, however, that such two (2) Business Day cure period shall not apply to any amounts due and payable on the Maturity Date; or

(c) default in the observance of Section 2.01(d) or 2.07(b), at any time, which is not remedied within three (3) Business Days; or

(d) the occurrence of a Servicer Default; or

(e) default in the observance or performance of any covenant or agreement of any Loan Party under any Basic Document to which it is a party (other than a covenant or agreement, a default in the observance or performance of which is elsewhere in this Article IX specifically dealt with), or any representation or warranty of a Loan Party made in any Basic Document to which it is a party or in any certificate or other writing delivered pursuant thereto or in connection therewith proving to have been incorrect in any material respect as of the time when the same shall have been made, and the circumstance or condition in respect of which such misrepresentation or warranty was incorrect or that gave rise to such covenant or agreement breach shall not have been eliminated or otherwise cured to the satisfaction of the Administrative Agent in its Permitted Discretion, for a period of ten (10) Business Days after the earlier of (i) the date written notice has been given to the Loan Parties by the Administrative Agent, the Applicant or any Lender specifying such default or incorrect representation or warranty and stating that such notice is a notice of Default hereunder and (ii) the date the Loan Party, as applicable, knew or reasonably should have known of such default or inaccurate representation and warranty requiring it to be remedied; or

(f) the occurrence of any event which causes or may reasonably be expected to cause a default in the observance or performance of any covenant or agreement of any Loan Party made in, or the acceleration, upon default, of, any repurchase agreement, loan and security agreement, or other similar credit facility agreement entered into by a Loan Party for borrowed funds in excess of \$500,000, after giving effect to any grace periods applicable to such agreements; or

(g) the occurrence of a Material Adverse Effect; or

(h) the Borrower shall become an “investment company” within the meaning of the Investment Company Act of 1940; or

(i) the filing of a decree or order for relief by a court having jurisdiction over the

Servicer or any Loan Party or with respect to all or substantially all of the Collateral in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar Governmental Rules now or hereafter in effect, or the appointing of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Servicer or any Loan Party or for all or substantially all of the Collateral, or the ordering of the winding-up or liquidation of the affairs of the Servicer or any Loan Party, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or

(j) the commencement by the Servicer or any Loan Party pursuant to a voluntary case under the Bankruptcy Code or under any applicable federal or state bankruptcy, insolvency or other similar Governmental Rules now or hereafter in effect, or the consent by the Servicer or any Loan Party to the entry of an order for relief in an involuntary case under any such Governmental Rules, or the consent by the Servicer or any Loan Party to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Servicer or any Loan Party, or for any substantial part of the Collateral, or the making by the Servicer or any Loan Party of any general assignment for the benefit of creditors, or the failure by the Servicer or any Loan Party generally to pay its respective debts as such debts become due, or the taking of any action by the Servicer or any Loan Party in furtherance of any of the foregoing; or

(k) the insolvency of the Servicer or any Loan Party; or

(l) a Change of Control shall occur without the prior written consent of the Administrative Agent; or

(m) the occurrence of a default in the observance or performance of Section 5.15 or, 5.16, or Article VI, VII or VIII; or

(n) the failure by Borrower to repay on any Payment Date to Administrative Agent the full amount of any Protective Advance outstanding on such date, together with interest thereon, as provided in this Agreement, which failure is not remedied by payment within ten (10) Business Days of the date such payment was due; or

(o) Borrower violates any representation, warranty, or covenant regarding compliance with Anti-Terrorism Laws, Anti-Corruption Laws, or Sanctions and Export Control Laws; or

(p) all or any material portion of any Basic Document shall at any time and for any reason cease to be in full force and effect or be declared by a court of competent jurisdiction in a suit with respect to such Basic Document to be null and void, or a proceeding shall be commenced by a Loan Party, or by any Governmental Authority having jurisdiction over such Loan Party, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Loan Party shall deny that it has any liability or obligation for the payment of principal or interest purported to be owed under any Basic Document, or any Loan Party shall contest the validity or enforceability of any Basic Document or any provision thereof (including, without limitation, any Lien created thereunder) in writing.

then, and in every such event (other than an event with respect to the Borrower described in clause (i), (j), or (k) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Commitments, and thereupon the Revolving Commitments shall terminate immediately, and (ii) declare the unpaid principal

amount of each Advance then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable so long as such Event of Default is continuing, which Event of Default, for the avoidance of doubt, shall automatically be deemed to be continuing upon the expiry of any applicable cure period expressly provided for hereunder (if any), and the making by Administrative Agent of a notice to Borrower hereunder with respect to the occurrence of such Event of Default), and thereupon the principal of each unpaid Advance so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (i), (j), or (k) of this Article, the Revolving Commitments shall automatically terminate and the principal of the then outstanding Obligations, together with accrued interest thereon and all fees and other Obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, and (iii) require cash collateral for the LC Exposure in accordance with Section 2.16(j) hereof; and in the case of any event with respect to the Borrower described in clause (i), (j), or (k) of this Article, the Revolving Commitments shall automatically terminate and the principal of the Advances then outstanding, and cash collateral for the LC Exposure, together with accrued interest thereon and all fees (including, for the avoidance of doubt, any break funding payments) and other obligations of the Borrower accrued hereunder and under any other Loan Documents, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower. Notwithstanding anything to the contrary contained in this Article IX (other than upon an event with respect to the Borrower described in clause (i), (j), or (k) of this Article IX, or at any time the Administrative Agent or the Lenders are stayed or otherwise prevented by applicable Governmental Rules from giving notice hereunder), Borrower shall have the right to cure any Event of Default at any time prior to a notice thereof (which notice accelerates the Advances) becoming effective pursuant to Section 11.01.

## ARTICLE X

### THE ADMINISTRATIVE AGENT

(a) Each Lender and Applicant hereby designates and appoints MBL Administrative Agent II LLC as the administrative agent under this Agreement and the other Basic Documents, and each Lender and Applicant hereby irrevocably authorizes MBL Administrative Agent II LLC, as Administrative Agent for such Lender and Applicant, to take such action or to refrain from taking such action on its behalf under the provisions of this Agreement and the other Basic Documents and to exercise such powers and perform such duties as are delegated to Administrative Agent by the terms of this Agreement and the other Basic Documents, together with such other powers as are reasonably incidental thereto. Administrative Agent agrees to act as such on the conditions contained in this Article X. The provisions of this Article X are solely for the benefit of Administrative Agent and Lenders, and neither the Loan Parties nor their Affiliates shall have any rights as third-party beneficiaries of any of the provisions of this Article X other than as provided in this Article X. Administrative Agent may perform any of its duties hereunder, or under the Basic Documents, by or through its agents, employees or sub-agents.

(b) In performing its functions and duties under this Agreement, Administrative Agent is acting solely on behalf of Lenders, and its duties are administrative in nature, and does not assume and shall not be deemed to have assumed, any obligation toward or relationship of agency or trust with or for Lenders or the Applicant, other than as expressly set forth herein and in the other

Basic Documents, or any Loan Party or their Affiliates. Administrative Agent shall have no duties, obligations or responsibilities except those expressly set forth in this Agreement or in the other Basic Documents. Administrative Agent shall not have by reason of this Agreement or any other Basic Document a fiduciary relationship in respect of any Lender. Each Lender shall make its own independent investigation of the financial condition and affairs of Borrower and guarantors in connection with the extension of credit hereunder and shall make its own appraisal of the creditworthiness of Borrower and guarantors. Except for information, notices, reports and other documents expressly required to be furnished to Lenders or Applicant by Administrative Agent hereunder or given to Administrative Agent for the account of, or with copies for, Lenders and Applicant, Administrative Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender or Applicant with any credit or other information with respect thereto, whether coming into its possession before the Closing Date or at any time or times thereafter. If Administrative Agent seeks the consent or approval of any Lenders to the taking or refraining from taking any action hereunder, then Administrative Agent shall send prior written notice thereof to each Lender. Administrative Agent shall promptly notify each Lender in writing any time that the applicable percentage of Lenders have instructed Administrative Agent to act or refrain from acting pursuant hereto.

(c) Neither Administrative Agent nor any of its officers, directors, managers, members, equity owners, employees, attorneys or agents shall be liable to any Lender for any action lawfully taken or omitted by them hereunder or under any of the other Basic Documents, or in connection herewith or therewith; provided, that the foregoing shall not prevent Administrative Agent from being liable to the extent of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction on a final and nonappealable basis. Notwithstanding the foregoing, Administrative Agent shall be obligated on the terms set forth herein for performance of its express duties and obligations hereunder. Administrative Agent shall not be liable for any apportionment or distribution of payments made by it in good faith, and if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Lender to whom payment was due but not made shall be to recover from the other Lenders any payment in excess of the amount to which they are determined to be entitled (and such other Lenders hereby agree promptly to return to such Lender any such erroneous payments received by them). In performing its functions and duties hereunder, Administrative Agent shall exercise the same care which it would in dealing with loans for its own account. Administrative Agent shall not be responsible to any Lender for any recitals, statements, representations or warranties made by any Loan Party herein or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any of the other Basic Documents or the transactions contemplated thereby, or for the financial condition of any Loan Party. Administrative Agent shall not be required to make any inquiry concerning either the performance or observance of any of the terms, provisions, or conditions of this Agreement or any of the Basic Documents or the financial condition of Borrower or guarantors, or the existence or possible existence of any Default or Event of Default. Administrative Agent may at any time request instructions from Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Basic Documents Administrative Agent is permitted or required to take or to grant, and Administrative Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from taking any action or withholding any approval under any of the Basic Documents until it shall have received such instructions from the applicable percentage of Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against Administrative Agent as a result of Administrative Agent acting or refraining from acting under this Agreement or any of the other Basic Documents in accordance with the instructions of the applicable percentage of Lenders and, notwithstanding the instructions of Lenders, Administrative

Agent shall have no obligation to take any action if it, in good faith, believes that such action exposes Administrative Agent or any of its officers, directors, managers, members, equity owners, employees, attorneys or agents to any personal liability unless Administrative Agent receives an indemnification satisfactory to it from Lenders with respect to such action.

(d) Administrative Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message or other communication (including any writing, telecopy, email or other electronic communication) believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Basic Documents and its duties hereunder or thereunder, upon advice of legal counsel, independent accountants and other experts selected by Administrative Agent in its sole discretion.

(e) Each Lender, severally and not (i) jointly or (ii) jointly and severally, agrees to reimburse and indemnify and hold harmless Administrative Agent and its officers, directors, managers, members, equity owners, employees, attorneys and agents (to the extent not reimbursed by Borrower), ratably according to their respective *Pro Rata* Share in effect on the date on which indemnification is sought under this subsection of the total outstanding Obligations (or, if indemnification is sought after the date upon which the Advances shall have been paid in full, ratably in accordance with their *Pro Rata* Share immediately prior to such date of the total outstanding Obligations), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Administrative Agent or any of its officers, directors, managers, members, equity owners, employees, attorneys or agents in any way relating to or arising out of this Agreement or any of the other Basic Documents or any action taken or omitted by Administrative Agent under this Agreement or any of the other Basic Documents; provided, however, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements to the extent resulting from Administrative Agent's gross negligence or willful misconduct as determined by a court of competent jurisdiction on a final and non-appealable basis. The obligations of Lenders under this Article X shall survive the payment in full of the Obligations and the termination of this Agreement.

(f) With respect to the Advances made by it, if any, MBL Administrative Agent II LLC and its successors as Administrative Agent shall have, and may exercise, the same rights and powers under the Basic Documents, and is subject to the same obligations and liabilities, as and to the extent set forth in the Basic Documents, as any other Lender. The terms "Lenders" or "Required Lenders" or any similar terms shall include Administrative Agent in its individual capacity as a Lender. Administrative Agent and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of lending, banking, trust, financial advisory or other business with, Borrower, guarantors, or any their Affiliates as if it were not acting as Administrative Agent pursuant hereto.

(g) Administrative Agent may resign from the performance of all or part of its functions and duties hereunder at any time by giving at least thirty (30) calendar days' prior written notice to the Lenders and Applicant. Such resignation shall take effect upon the acceptance by a successor Administrative Agent of appointment pursuant to this Section X(g), or as otherwise provided below. Upon any such notice of resignation pursuant to this Section X(g), Required Lenders shall appoint a successor Administrative Agent. If a successor Administrative Agent shall not have been so appointed within such thirty (30) calendar day period, the retiring Administrative Agent may, on behalf of Lenders and Applicant, appoint a successor Administrative Agent, who

shall serve as Administrative Agent until such time as Required Lenders appoint a successor Administrative Agent as provided above. If no successor Administrative Agent has been appointed pursuant to the foregoing within such thirty (30) calendar day period, the resignation shall become effective and Required Lenders thereafter shall perform all the duties of Administrative Agent hereunder, until such time, if any, as Required Lenders appoint a successor Administrative Agent as provided above. Upon the acceptance of any appointment as Administrative Agent under the Basic Documents by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and, upon the earlier of such acceptance or the effective date of the retiring Administrative Agent's resignation, the retiring Administrative Agent shall be discharged from its duties and obligations under the Basic Documents; provided that any indemnity rights or other rights in favor of such retiring Administrative Agent shall continue after and survive such resignation and succession. After any retiring Administrative Agent's resignation as Administrative Agent under the Basic Documents, the provisions of this Article X shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under the Basic Documents.

(h) Each Lender agrees that any action taken by Administrative Agent or the Required Lenders (or, where required by the express terms of this Agreement, a greater number of Lenders) in accordance with the provisions of this Agreement or of the other Basic Documents relating to the Collateral, and the exercise by Administrative Agent or the Required Lenders (or, where so required, such greater number of Lenders) of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of Lenders and Administrative Agent. Without limiting the generality of the foregoing, Administrative Agent shall have the sole and exclusive right and authority to (i) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection herewith and with the Basic Documents in connection with the Collateral; (ii) execute and deliver each Basic Document relating to the Collateral and accept delivery of each such agreement delivered by the Loan Parties, the Servicer or any of their Affiliates; (iii) act as Administrative Agent for Lenders for purposes of the perfection of all security interests and Liens created by such agreements and all other purposes stated therein; (iv) manage, supervise and otherwise deal with the Collateral; (v) take such action as is necessary or desirable to maintain the perfection and priority of the security interests and Liens created or purported to be created by the Basic Documents relating to the Collateral; and (vi) except as may be otherwise specifically restricted by the terms hereof or of any other Basic Document, exercise all right and remedies given to such Administrative Agent and Lenders with respect to the Collateral under the Basic Documents relating thereto, at law, or otherwise. Lenders hereby irrevocably authorize Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by Administrative Agent, for the benefit the of Lenders, upon any Collateral covered by the Basic Documents (x) upon termination of this Agreement and the payment and satisfaction in full in cash of all Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted); (y) constituting Collateral being sold or disposed of; or (z) constituting Collateral leased to Borrower under a lease which has expired or been terminated in a transaction permitted under this Agreement or is about to expire and which has not been, and is not intended by Borrower to be, renewed or extended. So long as no Event of Default then exists, upon receipt by Administrative Agent of confirmation from the requisite percentage of Lenders of its authority to release any particular item or types of Collateral covered by this Agreement or the other Basic Documents, and upon at least five (5) Business Days' prior written request by Borrower, Administrative Agent shall authorize the release of the Liens granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, herein or pursuant hereto upon such Collateral; provided, however, that Administrative Agent shall not be required to execute any such



document on terms which, in Administrative Agent's opinion, would expose Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty (other than that such Collateral is free and clear, on the date of such delivery, of any and all Liens arising from such Person's own acts), and such release shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of Borrower in respect of) all interests retained by Borrower, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral covered by this Agreement or the Basic Documents. Administrative Agent shall have no obligation whatsoever to any Lender or any other Person to assure that the Collateral covered by this Agreement or the other Basic Documents exists or is owned by Borrower or is cared for, protected or insured or has been encumbered or that the Liens granted to Administrative Agent, on behalf of the Lenders, herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected, enforced or maintained or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Administrative Agent in this Article X(h) or in any of the Basic Documents; it being understood and agreed that in respect of the Collateral covered by this Agreement or the other Basic Documents, or any act, omission or event related thereto, Administrative Agent may act in any manner it may deem appropriate, in its discretion, given Administrative Agent's own interest in Collateral covered by this Agreement or the Basic Documents and Administrative Agent shall have no duty or liability whatsoever to any of the other Lenders; provided, that Administrative Agent shall exercise the same care which it would in dealing with financial assets for its own account.

(i) Each Lender hereby appoints Administrative Agent as agent for the purpose of perfecting Lenders' security interest in Collateral which, in accordance with Article 9 of the UCC in any applicable jurisdiction, can be perfected only by possession. Should any Lender obtain possession of any such Collateral, such Lender shall hold such Collateral for purposes of perfecting a security interest therein for the benefit of the Lenders, notify Administrative Agent thereof and, promptly upon Administrative Agent's request therefor, deliver such Collateral to Administrative Agent or otherwise act in respect thereof in accordance with Administrative Agent's instructions.

(j) Each Lender agrees that it will not have any right individually to enforce or seek to enforce this Agreement or any other Basic Document or to realize upon any Collateral security for the Advances or other Obligations; it being understood and agreed that such rights and remedies may be exercised only by Administrative Agent in accordance with the terms of the Basic Documents.

(k) In the event Administrative Agent requests the consent of a Lender and does not receive a written denial thereof within five (5) Business Days after such Lender's receipt of such request, then such Lender shall be deemed to have given such consent so long as such request contained a notice stating that such failure to respond within five (5) Business Days would be deemed to be a consent by such Lender.

(l) In the event Administrative Agent requests the consent of a Lender in a situation where such Lender's consent would be required and such consent is denied, then Administrative Agent may, at its option, require such Lender to assign its interest in the Advance to Administrative Agent for a price equal to the then outstanding principal amount thereof due such Lender plus accrued and unpaid interest and fees due such Lender, which principal, interest and fees will be paid to the Lender when collected from Borrower. In the event that Administrative Agent elects to require any Lender to assign its interest to Administrative Agent pursuant to this Article X(l), Administrative Agent will so notify such Lender in writing within forty-five (45) days following

such Lender's denial, and such Lender will assign its interest to Administrative Agent no later than five (5) calendar days following receipt of such notice.

(m) As a matter of administrative convenience, as requested from time to time by a Lender, Administrative Agent may, either directly, or through one or more of its Affiliates, on behalf of one or more Lenders, disburse funds to Borrower for an Advance that is otherwise required to be funded pursuant to Section 2.04(a) by such Lender by advancing the amount thereof on behalf of such Lender (on terms to be agreed upon between Administrative Agent and such Lender (each such advance, an "Administrative Agent Advance"). With respect to each Administrative Agent Advance, Administrative Agent or its Affiliate(s) shall have, subject to the agreed upon terms related to such Administrative Agent Advance, the right to set off against the amounts of any payments or distributions to be made to such Lender hereunder, the entire amount of such Administrative Agent Advance, together with any agreed upon interest or fees thereon, until such Administrative Agent Advance is paid in full. For the avoidance of doubt, nothing in this Article X(m), or elsewhere in this Agreement or the other Basic Documents, including, without limitation, the provisions of this Article X(m), shall be deemed to require Administrative Agent or its Affiliates to advance funds on behalf of any Lender, whether in the form of an Administrative Agent Advance, or otherwise, or to relieve any Lender from such Lender's obligation to fulfill its commitments hereunder, or to prejudice any rights that Administrative Agent or Borrower may have against any Lender as a result of any default by such Lender hereunder.

(n) If Administrative Agent pays an amount to a Lender under this Agreement in the belief or expectation that a related payment has been or will be received by Administrative Agent from Borrower and such related payment is not received by Administrative Agent, then Administrative Agent will be entitled to recover such amount from such Lender without interest, set-off, counterclaim or deduction of any kind.

(o) If Administrative Agent is, at any time, required by Governmental Rule to return any amount received by Administrative Agent under this Agreement to Borrower, or to pay any such amount to any other Person (each such amount, an "Avoided Transfer"), then, notwithstanding any other term or condition of this Agreement: (i) to the extent the amount of such Avoided Transfer has not then been applied pursuant to Section 8.01(c), (d) or (e), as applicable, Administrative Agent will not be required to distribute any portion thereof to any Lender and shall promptly deliver the amount of such Avoided Transfer to the Person entitled thereto, in accordance with the requirements of applicable Governmental Rules; and (ii) with respect to such amounts received by Administrative Agent and applied pursuant to Section 8.01(c), (d) or (e), as applicable, each Lender shall, within two (2) Business Days of receiving notice thereof from Administrative Agent, fund to Administrative Agent such Lender's *Pro Rata* Share of such Avoided Transfer, whereupon, Administrative Agent shall promptly deliver the amount of such Avoided Transfer to the Person entitled thereto, in accordance with the requirements of applicable Governmental Rules.

(p) If Administrative Agent pays an amount to a Lender or Applicant under this Agreement in the belief or expectation that a related payment has been or will be received by Administrative Agent from Borrower and such related payment is not received by Administrative Agent, then Administrative Agent will be entitled to recover such amount from such Lender without interest, set-off, counterclaim or deduction of any kind.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone or e-mail, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any Loan Party, to:

TX OPS Indiana Limited  
5053 E Court ST N STE G  
Burton, Michigan 48509-1542  
Email: [luciano@tradexport.com](mailto:luciano@tradexport.com)  
Attention: Luciano Butera  
with a copy to:

TX OPS Canada Corporation  
7401 Pacific Circle  
Mississauga, ON Canada, L5T 2A  
Email: [luciano@tradexport.com](mailto:luciano@tradexport.com)  
Attention: Luciano Butera

with a copy (which shall not constitute notice) to:

Alston & Bird LLP  
2200 Ross Avenue, Suite 2300  
Dallas, Texas 75201-2748  
Email: [mark.harris@alston.com](mailto:mark.harris@alston.com)  
Attention: Mark Harris  
Telephone: (214) 922-3504

(ii) if to the Administrative Agent/Applicant, to:

MBL Administrative Agent II LLC  
452 Fifth Avenue, 27th Floor  
New York, New York 10018  
Email: [Wes.Lovy@man.com](mailto:Wes.Lovy@man.com)  
Attention: Wes Lovy  
Facsimile: (203) 584-9692

with a copy to:

MBL Administrative Agent II LLC  
c/o Man Investments USA Holdings Inc.  
452 Fifth Avenue, 27th Floor  
New York, New York 10018  
Email: [legalgpm@man.com](mailto:legalgpm@man.com)  
Attention: Legal GPM

with a copy to:

Holland & Knight LLP  
 200 Crescent Court, Suite 1600  
 Dallas, TX 75201  
 Email: joe.steinberg@hkllaw.com  
 Attention: Joe Steinberg, Esq.  
 Facsimile: (214) 964-9501

(iii) if to a Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto (or, in the case of any such change by a Lender, by notice to the Borrower, Applicant and the Administrative Agent). All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Section 2.03(a) if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Section by electronic communication. The Administrative Agent, Applicant or the Borrower may agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Section 11.02 Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by the Administrative Agent, the Applicant or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Applicant and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted under Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the No failure or delay by the Administrative Agent, the Applicant or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other

or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Applicant and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted under Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of any Advances or LC Disbursement payments shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, Applicant or any Lender may have had notice or knowledge of such Default at the time.

(b) Amendments. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower, the Administrative Agent, Applicant and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders and Applicant; provided that no such agreement, amendment, waiver, or modification that attempts to do any of the following shall be effective unless consented to by the Lenders referenced below (including, in each instance, any initial Lender that is a Defaulting Lender):

(i) increase the Revolving Commitment of any Lender without the written consent of such Lender;

(ii) reduce the principal amount of any Advance or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby;

(iii) postpone the scheduled date of payment of the principal amount of any Advance, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Commitment, without the written consent of each Lender affected thereby;

(iv) change Section 2.12(d) without the consent of each Lender affected thereby;

(v) change any of the provisions of this Section or the definition of the term “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(vi) release the Borrower from its Obligations under the Security Documents without the written consent of each Lender; or

(vii) without the written consent of each Lender, release all or substantially all of the collateral security or otherwise terminate all or substantially all of the Liens under the Security Documents, agree to additional obligations being secured by all or substantially all of the collateral security thereto, alter the relative priorities of the obligations entitled to the Liens created under the Security Documents with respect to all or substantially all of the collateral security provided thereby, except that no such consent shall be required, and the Administrative Agent is hereby authorized (and so agrees with the Borrower) to release any Lien covering property (and to release any such guarantor) that is the subject of either a disposition of property permitted hereunder or a disposition

to which the Required Lenders have consented.

and provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent.

Section 11.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all out-of-pocket expenses actually incurred by the Administrative Agent and their respective Affiliates, including all due diligence costs, costs of asset validations, field examination, appraisals and the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the preparation and administration (including, without limitation, any “know your customer” procedures) of this Agreement and the other Basic Documents and the transactions contemplated hereby or thereby or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) reasonable out-of-pocket expenses incurred by the Applicant in connection with the application, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses actually incurred by the Administrative Agent or Applicant, including all reasonable fees, charges and disbursements of any counsel for the Administrative Agent, Applicant, or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Basic Documents, including its rights under this Section, or in connection with the Advances hereunder, including in connection with any workout, restructuring or negotiations in respect thereof and (iv) all out-of-pocket costs, expenses, assessments and other charges actually incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by any Security Document or any other document referred to therein, or in connection with the Advances made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Advances or Letters of Credit. Upon written request of Borrower, any request for reimbursement of any of the costs and expenses in which the Borrower is required to reimburse a Person pursuant to this Section 11.03(a) shall be accompanied by an invoice evidencing such cost or expense, which invoice shall be in reasonable form and substance in respect of such cost or expense.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent, Applicant and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of a single counsel for the Indemnitees in each relevant jurisdiction (provided, that if the interests of the Indemnitees conflict with regard to the representation, each Indemnitee having such a conflict shall be reimbursed for the reasonable fees, charges and disbursements of its own counsel), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) the making of any Advances or issuance of Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any payments that the Administrative Agent is required to make under any indemnity issued to any bank referred to in the Basic Documents to which remittances in respect of the Fourth Tier Purchase Agreements are to be made, or (iv) any

payments that the Administrative Agent is required to make under any indemnity issued to Servicer or any replacement servicer, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Procedure for Indemnification for Third Party Claims. If the Indemnitee is seeking indemnification hereunder with respect to a third party claim (in such capacity, the “Indemnified Party”), it shall, except to the extent prohibited by any Governmental Rule, promptly notify the Borrower (in such capacity, the “Indemnifying Party”), in writing (each, a “Claim Notice”), of any notice of the assertion by a third party of a claim or of the commencement by a third party of any legal proceeding, arbitration or action, or if the Indemnified Party determines the existence of any such claim or the commencement by any third party of any such legal proceeding, arbitration or action, whether or not the same shall have been asserted or initiated, in any case with respect to which the Indemnifying Party is or may be obligated to provide indemnification (a “Third Party Claim”), specifying in reasonable detail the nature of the Third Party Claim and, if known, the amount, or an estimate of the amount, of the Third Party Claim, provided that failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by the Indemnifying Party as a result of such failure. The Indemnifying Party shall have thirty (30) calendar days after receipt of any Claim Notice to notify the Indemnified Party of the Indemnifying Party’s election to assume the defense of the Third Party Claim. If the Indemnifying Party has assumed such defense, the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of such claim. In the event that the Indemnifying Party elects to assume the defense of a Third Party Claim as contemplated herein, the Indemnified Party shall be entitled to participate in (but not control) the defense of such claim and to employ counsel of its choice for such purpose at its sole expense unless (i) the Indemnifying Party has agreed in writing to pay such fees and expenses, or (ii) the named parties to any such action, suit or proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to or in conflict with those available to the Indemnifying Party and in the reasonable judgment of such counsel it is advisable for the Indemnified Party to employ separate counsel in connection with such different, additional, or conflicting defenses (in which case the Indemnifying Party shall not have the right to assume the defense of such action, suit or proceeding on behalf of the Indemnified Party solely in connection with such different, additional, or conflicting defenses). If the Indemnifying Party does not assume the defense of any Third Party Claim in accordance with this Section 11.03(c), the Indemnified Party may continue to defend such claim at the sole cost and expense of the Indemnifying Party and the Indemnifying Party may still participate in, but not control, the defense of such Third Party Claim at the Indemnifying Party’s cost and expense; provided, however, that if the Indemnifying Party does not assume the defense and control of a Third Party Claim in accordance with this Section 11.03(c), the Indemnifying Party shall not be required to pay for more than one counsel for the Indemnified Party in connection with any Third Party Claim and a single local counsel in each jurisdiction where local counsel is reasonably required. In the event that the Indemnified Party assumes the defense of a Third Party Claim in accordance with this Section 11.03(c), the Indemnified Party will not consent to a settlement, compromise or discharge of, or the entry of any judgment arising from, any such claim, without the prior written consent of the applicable Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed). In the event that the Indemnifying Party elects to assume the defense of a Third Party Claim in accordance with this Section 11.03(c), the

Indemnifying Party shall not, without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), consent to a settlement, compromise or discharge of, or the entry of any judgment arising from, such claim, provided that the consent of the Indemnified Party is not so required if the sole relief provided by such settlement, compromise, discharge or entry of any judgment consists of monetary obligations that are paid by the Indemnifying Party and contains no admission of liability on the part of the Indemnified Party. In any such Third Party Claim, the party responsible for the defense of such claim hereunder shall, to the extent reasonably requested by the other party, keep such other party informed as to the status of such claim, including all settlement negotiations and offers. If the Indemnifying Party does not assume the defense of such Third Party Claim in accordance with this Section 11.03(c), the Indemnifying Party shall make available to the Indemnified Party and its attorneys and other representatives all relevant books, records, documents and other materials reasonably required by the Indemnified Party or its representatives and attorneys for use in contesting any Third Party Claim, and shall reasonably cooperate with the Indemnified Party in the defense of all such claims; provided, however, that nothing in this Section 11.03(c) will require the Indemnifying Party to provide information that could reasonably be expected to jeopardize the attorney-client privilege applicable to any such information. If the Indemnifying Party assumes the defense of such Third Party Claim in accordance with this Section 11.03(c), the Indemnified Party shall make available to the Indemnifying Party and its attorneys and other representatives all relevant books, records, documents and other materials reasonably required by the Indemnifying Party or its representatives and attorneys for use in contesting any Third Party Claim, and shall reasonably cooperate with the Indemnifying Party in the defense of all such claims; provided, however, that nothing in this Section 11.03(c) will require the Indemnified Party to provide information that could reasonably be expected to jeopardize the attorney-client privilege applicable to any such information.

(d) Reimbursement by Lenders. To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or Applicant under Section 11.03(a), (b), or (c), each Lender severally agrees to pay to the Administrative Agent or Applicant, as applicable, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(e) Waiver of Consequential Damages, Etc. To the extent permitted by applicable Governmental Rules, each of the Loan Parties and the Indemnitees shall not assert, and hereby waives, any claim on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, Letters of Credit, any Advance or the use of the proceeds thereof.

(f) Payments. All amounts due under this Section shall be payable promptly after written demand therefor.

(g) Limitation with respect to Taxes. Notwithstanding anything to the contrary contained herein, Taxes shall be indemnifiable by the Borrower only if and to the extent provided in Section 2.11.

#### Section 11.04 Successors and Assigns.

(a) Assignments Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted



hereby (including any Affiliate of the Applicant that applies any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and the Administrative Agent (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders.

(i) Assignments Generally. Subject to the conditions set forth in clause (ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment, participations in Letters of Credit and the Advances at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of the Administrative Agent (provided such Administrative Agent at the time of such request is not or is not affiliated with a Defaulting Lender) and the Borrower; provided, however, that no such consent shall be required by Borrower with respect to an assignment to any Eligible Assignee or at any time following the occurrence and during the continuance of an Event of Default.

(ii) Certain Conditions to Assignments. Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment or Advances, the amount of the Revolving Commitment or Advances of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$3,000,000 unless the Administrative Agent otherwise consent;

(B) each partial assignment of any Revolving Commitments or Advances shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations with respect to the applicable Advance under this Agreement in respect of such Revolving Commitments and Advances;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption in substantially the form of Exhibit A, together with a processing and recordation fee of \$3,500 (for which no one other than the assignor and the assignee shall be obligated); and

(D) the assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, all documentation and other information required by regulatory authorities under applicable "know your customer" and Anti-Money Laundering Laws, including, without limitation, the USA PATRIOT Act and a consent to the terms and provisions of this Agreement.

(iii) Effectiveness of Assignments. From and after the execution of an Assignment and Assumption and the acceptance and recording of such Assignment and Assumption by Administrative Agent pursuant to Section 11.04(b), the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 2.11 and Section 11.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.04(c).

(iv) Maintenance of Registers by Administrative Agent. Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of their offices, a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Commitments of, and principal amount of the Advances owing to, each Lender pursuant to the terms hereof from time to time (the "Registers" and each individually, a "Register"). The entries in the Registers shall be conclusive, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Registers pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Registers shall be available for inspection by the Borrower, and any Lender, at any reasonable time and from time to time upon reasonable prior written notice.

(v) Acceptance of Assignments by Administrative Agent. Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 11.04(b) and any written consent to such assignment required by Section 11.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 11.04(b).

(c) Participations. Any Lender may, with the prior written consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed) and the Administrative Agent, sell participations to one or more banks, financial institutions, funds or other entities (each, a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement and the other Basic Documents (including all or a portion of its Revolving Commitments and the Advances owing to it); provided that any Lender may, without the consent of the Borrower, sell participations to (i) one or more Persons set forth in clause (iv) and clause (v) of the definition of Eligible Assignee and (ii) one or more Person or Persons if an Event of Default has occurred and is continuing, and, in each case, such Person shall be a Participant as defined herein; provided further that (i) such Lender's obligations under this Agreement and the other Basic Documents shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Loan Parties, the Servicer, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Basic

Documents and shall have no direct obligation or duty to any Participant. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Basic Documents and to approve any amendment, modification or waiver of any provision of this Agreement or any other Basic Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 11.02(b) that affects such Participant. Subject to Section 11.04(f), the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.04(b); provided, however, that no participant shall be entitled to receive under Section 2.11 in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, and no Lender granting a participation shall be entitled to receive payment under Section 2.11 in an amount which exceeds the sum of (A) the amount to which such Lender is entitled under such Section with respect to any portion of any Advance owned by such Lender which is not subject to any participation, plus (B) the aggregate amount to which its participants are entitled under Section 2.11 with respect to the amounts of their respective participations.

(d) Limitations on Rights of Participants. A Participant shall not be entitled to receive any greater payment under Section 2.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any such pledge or assignment to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

(f) No Assignments to the Borrower or Affiliates. Anything in this Section to the contrary notwithstanding, no Lender may assign or participate any interest in any Advance held by it hereunder to the Borrower or any of its Affiliates or Subsidiaries without the prior consent of each Lender.

Section 11.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement, the making of any Advances and issuance of Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, Applicant or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Advance or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Revolving Commitments have not expired or terminated. The provisions of Section 2.11, Section 11.03, Section 11.14, and Article X shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Advances and the Revolving Commitments, the expiration or termination of the Letters of Credit or the termination of this Agreement or any provision hereof.

Section 11.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in

counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to (i) fees payable to the Administrative Agent and (ii) increases or reductions of the Applicant Sublimit of the Applicant constitute the entire contract between and among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, including that certain Term Sheet, dated as of July 16, 2020, executed by Parent. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 11.08 Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender and Applicant is hereby authorized at any time and from time to time, to the fullest extent permitted by Governmental Rules, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or Applicant to or for the credit or the account of the Borrower against any of and all the Obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such Obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

Section 11.09 Governing Law; Jurisdiction; Etc.

(a) Governing Law. THIS AGREEMENT, AND THE PERFORMANCE HEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) Submission to Jurisdiction. Each of the Loan Parties, the Applicant, the Administrative Agent, and the Lenders hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, N.Y., and of the United States District Court of the Southern District of New York sitting in New York County, N.Y., and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Basic Documents, whether sounding in contract, tort, or otherwise, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such State or, to the extent permitted by Governmental Rules, in such Federal court. Each of the parties hereto agrees that a final judgment after completion of appeals, if any, in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Governmental Rules. Nothing in this Agreement shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Loan Party or any of their respective properties in the courts

of any jurisdiction.

(c) Waiver of Objection to Venue. Each of the Loan Parties, the Administrative Agent, and the Lenders hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 11.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Governmental Rules, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Governmental Rules.

Section 11.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE GOVERNMENTAL RULES, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 11.12 USA PATRIOT Act. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001, as amended and modified from time to time)), it is required to obtain, verify and record information that identifies each of the foregoing Persons, which information includes the name and address of such Persons and other information that will allow such Lender to identify such Persons in accordance with the USA PATRIOT Act.

Section 11.13 Interest Savings Clause. It is the intent of the Borrower and the Lenders to conform strictly to all applicable state and federal usury laws. All agreements between the Borrower and Lenders, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount contracted for, charged, received or collected by Lenders for the use, forbearance, or detention of the money loaned hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to the Obligations evidenced hereby which may be legally deemed to be for the use, forbearance or detention of money, exceed the maximum amount which the Borrower is legally entitled to contract for, charge, receive or collect under applicable Governmental Rules. If from any circumstances whatsoever fulfillment of any provision hereof or of such other documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by Governmental Rules, then the obligation to be fulfilled shall be automatically reduced to the limit of such validity, and if from any such circumstance

Lenders shall ever receive as interest or otherwise an amount in excess of the maximum that can be legally collected, then such amount which would be excessive interest shall be applied to the reduction of the principal indebtedness hereof and any other amounts due with respect to the Obligations evidenced hereby, but not to the payment of interest and if such amount which would be excess interest exceeds the Obligations and all other non-interest indebtedness described above, then such additional amount shall be refunded to the Borrower. In determining whether or not all sums paid or agreed to be paid by the Borrower for the use, forbearance or detention of the Obligations hereunder to Lenders, under any specific contingency, exceeds the maximum amount permitted by applicable Governmental Rules, the Borrower and Lenders shall to the maximum extent permitted under applicable Governmental Rules, (a) treat all Obligations evidenced hereby as but a single extension of credit, (b) characterize any non-principal payment as an expense, fee or premium rather than as sums paid or agreed to be paid by the Borrower for the use, forbearance or detention of the Obligations evidenced hereby, (c) exclude voluntary prepayments and the effect thereof, and (d) amortize, prorate, allocate and spread in equal parts, the total amount of such sums paid or agreed to be paid by the Borrower for the use, forbearance or detention of the Obligations to Lenders evidenced hereby throughout the entire contemplated term of such Obligations so that the interest rate is uniform through the entire term of such Obligations. The terms and provisions of this paragraph shall control and supersede every other provision hereof and all other agreements between the Borrower and Lenders.

Section 11.14 Right of First Refusal.

(a) The Loan Parties hereby agree, from the Closing Date until the four (4) year anniversary of the earlier of (i) the date of the first Advance and (ii) the six (6) month anniversary of the Closing Date, if:

(i) (x) any one or more of the Loan Parties receives a *bona fide*, written offer from any third party to (A) refinance the financing provided to the Borrower hereunder, or (B) provide any debt financing to any Loan Party, in any such case (an “Initial Offer”), (x) the terms of the Initial Offer are acceptable to the applicable Loan Party(ies), (y) the applicable Loan Party(ies) desire(s) to accept the Initial Offer from the offeror thereof (“Offeror”), and (z) MBL Administrative Agent II LLC does not exercise their right of first refusal pursuant to the terms of that certain Senior Secured Revolving Credit Agreement dated as February 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time) by and between TX Ops Funding II, LLC, TX Ops Indiana Limited, and MBL Administrative Agent II LLC (the “Existing ROFR”), such Loan Party will advise the Administrative Agent in writing of the Initial Offer, the material terms and conditions of the Initial Offer and, to the extent permitted by applicable Governmental Rules, a copy of the Initial Offer. Each Loan Party agrees not to accept the Initial Offer until fifteen (15) Business Days after the Administrative Agent’s receipt of the foregoing items (the “Initial Offer Matching Period”). Each Loan Party further agrees that in the event Administrative Agent or its Affiliate(s) delivers a written commitment letter or term sheet (a “Financing Commitment”) which matches the material terms (other than the commitment amount) set forth in the Initial Offer within the Initial Offer Matching Period, and agrees to close such financing within sixty (60) days after the expiration of the Initial Offer Matching Period, such Loan Party will not accept the Initial Offer and will accept the Financing Commitment.

(ii) (x) any one or more of the Loan Parties receives a *bona fide*, written offer from an Offeror, after Administrative Agent has not delivered a Financing Commitment within the Initial Offer Matching Period with respect to such Offeror’s Initial Offer, the material terms and conditions of which are more favorable to the Offeror than the Initial

Offer (a “Subsequent Offer”), (x) the terms of the Subsequent Offer are acceptable to the applicable Loan Party(ies), (y) the applicable Loan Party(ies) desire(s) to accept the Subsequent Offer from the Offeror and (z) MBL Administrative Agent II LLC does not exercise the Existing ROFR, such Loan Party will advise the Administrative Agent in writing of the Subsequent Offer, the material terms and conditions of the Subsequent Offer and, to the extent permitted by applicable Governmental Rules, a copy of the Subsequent Offer. Each Loan Party agrees not to accept the Subsequent Offer until fifteen (15) Business Days after the Administrative Agent’s receipt of the foregoing items (the “Subsequent Offer Matching Period”). Each Loan Party further agrees that in the event Administrative Agent or its Affiliate(s) delivers a Financing Commitment which matches the material terms set forth in the Subsequent Offer within the Subsequent Offer Matching Period, and agrees to close such financing within sixty (60) days after the expiration of the Subsequent Offer Matching Period, such Loan Party will not accept the Subsequent Offer and will accept the Financing Commitment.

(b) The Administrative Agent’s right to deliver a Financing Commitment with respect to Initial Offers or Subsequent Offers is limited to, with respect to all Financing Commitments, the aggregate sum \$100,000,000. The applicable Loan Party(ies) shall have the right to consummate any financing contemplated by an Initial Offer or Subsequent Offer on any scheduled closing date, on terms no less favorable to the applicable Loan Parties than the terms set forth in such Initial Offer or Subsequent Offer with respect to which the Administrative Agent delivered a Financing Commitment, with respect to that portion of the commitment that exceeds the foregoing limit.

(c) In the event the Administrative Agent or its Affiliate(s) do(es) not execute final and binding financing documentation memorializing the terms of a Financing Commitment after negotiation in good faith by the Administrative Agent and its Affiliate(s) (if applicable) (and the cause thereof is not due to any Loan Party’s refusal to cooperate, negotiate in good faith, or provide information or documentation reasonably requested by the Administrative Agent or its Affiliate(s) in connection with such refinancing) within sixty (60) days after the expiration of the Initial Offer Matching Period or Subsequent Offer Matching Period, as applicable, the applicable Loan Party(ies) may close on the Initial Offer or Subsequent Offer, as applicable, within one hundred twenty (120) calendar days after the expiration of the Initial Offer Matching Period or Subsequent Offer Matching Period, as applicable. The applicable Loan Party(ies) shall also have the right to consummate any Initial Offer or Subsequent Offer on any scheduled closing date, on terms no less favorable to the applicable Loan Parties than the terms set forth in such Initial Offer or Subsequent Offer, in the event the Loan Parties do not receive a Financing Commitment prior to the expiry of the applicable Initial Offer Matching Period or Subsequent Offer Matching Period.

Section 11.15 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in this Agreement or any Basic Document, each party hereto acknowledges that any liability of any Lender which is an Affected Financial Institution arising under this Agreement or any Basic Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender party hereto that is an Affected Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable, (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in

lieu of any rights with respect to any such liability under this Agreement or any Basic Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 11.16 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (i) except to the extent required by applicable laws or regulations (in which case Borrower shall, and shall cause its Affiliates to, request and use its best efforts to obtain confidential treatment of such information to the extent permitted by applicable law), not to transmit or disclose any provision of any Basic Document to any Person (other than to Borrower's directors, advisors, tax preparers, accountants and officers on a need-to-know basis, or in connection with any audit or investigation by any Governmental Authority) without Administrative Agent's prior written consent, and (ii) to inform all Persons of the confidential nature of the Basic Documents and to direct them not to disclose the same to any other Person and to require each of them to be bound by these provisions. Administrative Agent reserves the right to review and approve all materials that Borrower or any of its Affiliates prepares that contain Administrative Agent's name or describes or refers to any Basic Document, any of the terms thereof or any of the transactions contemplated thereby. Administrative Agent shall not unreasonably withhold, condition or delay any such consent if the consent is requested with respect to any audit or governmental investigation or otherwise required by applicable law. Borrower shall not, and shall not permit any of its Affiliates to, use Administrative Agent's or any Lender's name (or the name of any of Administrative Agent's or Lender's affiliates) in connection with any of its business operations. Nothing contained in any Basic Document is intended to permit or authorize Borrower or any of its Affiliates to contract on behalf of Administrative Agent or any Lender. Further, the Borrower agrees that Administrative Agent or any affiliate of Administrative Agent may (1) disclose a general description of transactions arising under the Basic Documents for advertising, marketing or other similar purposes, (2) disclose confidential information and any Basic Documents to prospective and actual participants and assignees of Administrative Agent, Applicant and those of any Lender, which parties shall also be bound by the terms of this Section 11.16 and, to the extent they may not be so bound because they do not become participants or assignees, Administrative Agent, Applicant and the Lenders shall cause such parties to enter into an appropriate confidentiality agreements with similar effect, and (3) use Borrower's name, logo or other indicia germane to such party in connection with such advertising, marketing or other similar purposes. Information required to be disclosed pursuant to applicable law shall nevertheless continue to be confidential information as to the parties and their respective Affiliates despite such disclosure and, in each such case, the Loan Parties and their respective Affiliates who are required to make such disclosure shall request and use its commercially reasonable efforts to obtain confidential treatment of such information to the extent permitted by applicable law before making any such disclosure and cooperate with the Administrative Agent or any Lender (at such Loan Party's expense) in Administrative Agent's or any Lender's efforts to protect against such disclosure or to obtain confidential treatment or a protective order with respect to such information.

## ARTICLE XII

### TERMINATION

#### Section 12.01 Termination.

(a) Date of Termination. This Agreement shall terminate upon either: (i) the disposition of all funds with respect to the last item of Collateral and the remittance of all funds due hereunder and the payment of all amounts due and payable, including, in both cases, without limitation, indemnification payments payable pursuant to any Basic Document to the Administrative Agent or the Servicer, written notice of the occurrence of either of which shall be provided to the Administrative Agent by the Borrower; or (ii) the mutual consent of the Borrower



and all Lenders in writing and delivered to the Administrative Agent by Borrower and upon the occurrence of the foregoing events described in this Section 12.01(a), the Administrative Agent and the Lenders shall authorize the filing of such documents as set forth in Section 2.06(b).

(b) Termination of the Borrower. Neither the Administrative Agent, nor any of the Lenders nor the Borrower shall be entitled to revoke or terminate this Agreement except as contemplated herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above-written.

**TX OPS GLOBAL FUNDING I, LLC,**  
as Borrower

By:   
Name: Ryan Davidson  
Title: Chief Executive Officer


**TX OPS INDIANA LIMITED,**  
as Parent and Servicer

By:   
Name: Ryan Davidson  
Title: Chief Executive Officer

**[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]**


**MBL ADMINISTRATIVE AGENT II LLC,**  
as Administrative Agent and Applicant

By: Man Global Private Markets (USA) Inc.,  
its services manager

By:   
Name: Kaitlin Carroll  
Title: Assistant Secretary

**MAN BRIDGE LANE SPECIALTY LENDING  
FUND II (US) LP,**  
as a Lender

By: Man Global Private Markets (USA) Inc.,  
its investment manager

By:   
Name: Kaitlin Carroll  
Title: Assistant Secretary

## SCHEDULE I

Initial Revolving Commitments

<u>Name of Lender</u>	<u>Revolving Commitment (\$)</u>
<b>Man Bridge Lane Specialty Lending Fund II (US) LP</b>	\$25,000,000.00

**SCHEDULE II****Approved Countries of Destination**

None.

**SCHEDULE III**Equity Holders

Ryan Davidson, in his individual capacity and through 2653638 Ontario Inc., collectively owns 61.3% of the voting equity of Trade X Group of Companies Inc. (on a fully-diluted basis as of August 11, 2021), which owns 100% of 12771888 Canada Inc., which owns 100% of TX OPS Canada Corporation.

**SCHEDULE IV**

Eligible NVOCC

None.

**SCHEDULE 3.1**

Disclosure Schedule

None.



## EXHIBIT A

**FORM OF ASSIGNMENT AND ASSUMPTION**

Reference is made to the **SENIOR SECURED REVOLVING CREDIT AGREEMENT**, dated as of September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the “Borrower”), **TX OPS INDIANA LIMITED**, an Indiana corporation (“Parent”), each of the **LENDERS** from time to time party thereto (individually, each a “Lender” and, together, the “Lenders”), and **MBL ADMINISTRATIVE AGENT II LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”). Terms defined in the Credit Agreement are used herein with the same meanings.

The Assignor named below hereby sells and assigns, without recourse, to the Assignee named below, and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Assignment Date set forth below, the interests set forth below (the “Assigned Interest”) in the Assignor’s rights and obligations under the Credit Agreement, including the interests set forth below in the Revolving Commitment of the Assignor on the Assignment Date and Advances owing to the Assignor which are outstanding on the Assignment Date, together with unpaid interest accrued on the assigned Advances to the Assignment Date, and the amount, if any, set forth below of the fees accrued to the Assignment Date for account of the Assignor. The Assignee hereby acknowledges receipt of a copy of the Credit Agreement. From and after the Assignment Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the interests assigned by this Assignment and Assumption, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, with respect to the Assigned Interests, relinquish its rights and be released from its obligations under the Credit Agreement.

This Assignment and Assumption is being delivered to the Administrative Agent together with, if the Assignee is not already a Lender under the Credit Agreement, an Administrative Questionnaire in the form supplied by the Administrative Agent, duly completed by the Assignee. The [**Assignee/Assignor**] shall pay the fee payable to the Administrative Agent pursuant to Section 11.04(b) of the Credit Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

Date of Assignment:  
 Legal Name of Assignor:  
 Legal Name of Assignee:  
 Assignee’s Address for Notices:  
 Effective Date of Assignment (“Assignment Date”)<sup>1</sup>:  
 Principal Amount Assigned:  
 Revolving Commitment Assigned:  
 Advances:  
 Fees Assigned (if any):

---

<sup>1</sup> Must be at least five (5) Business Days after execution hereof by all required parties.

The terms set forth above and below are hereby agreed to:

[NAME OF ASSIGNOR], as Assignor

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

Name:

Title:

[NAME OF ASSIGNEE], as Assignee

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

Name:

Title:

The undersigned hereby consent to the within assignment<sup>2</sup>:

**TX OPS GLOBAL FUNDING II, LLC,**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**MBL ADMINISTRATIVE AGENT II LLC,**  
as Administrative Agent and Applicant

By: Man Global Private Markets (USA) Inc.,  
its services manager

By: \_\_\_\_\_  
Name:  
Title:

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<sup>2</sup> Consents to be included to the extent required by Section 11.04(b) of the Credit Agreement.

## EXHIBIT B

## FORM OF PROMISSORY NOTE

\$[\_\_\_\_\_]

New York, New York

[\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_]

**FOR VALUE RECEIVED**, the undersigned **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the “Borrower”), hereby promises to pay to the order of [**LENDER NAME**], a [**LENDER ENTITY TYPE**] (“Lender”), or its registered assigns, c/o [\_\_\_\_] (the “Administrative Agent”) or such other place as Lender or Administrative Agent may designate from time to time in writing, in lawful money of the United States of America and in immediately available funds, the principal amount of up to [\_\_\_\_\_] (\$[\_\_\_\_\_]), or such other principal amount as may be owing to Lender under and in accordance with the provisions of the Senior Secured Revolving Credit Agreement, dated as of September 27, 2021, among Borrower, **TX OPS INDIANA LIMITED**, an Indiana corporation (“Parent”), the Lenders from time to time party thereto, and Administrative Agent (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”). This Senior Secured Promissory Note (this “Note”) is entitled to the benefit and security of the Collateral, the Credit Agreement, the Security Agreement, and all of the other Basic Documents. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement, the terms of which are hereby incorporated in their entirety herein by reference.

Reference is hereby made to the Credit Agreement for a statement of all of the terms and conditions under which the Advances evidenced hereby from time to time are made and are to be repaid. Advances may be prepaid, but subject to the terms and conditions of prepayment provided in the Credit Agreement. The principal balance of the Advances, the rates of interest applicable thereto, and the date and amount of each payment made on account of the principal thereof, shall be recorded by the Administrative Agent on its books; provided, that, the failure of the Administrative Agent to make any such recordation shall not affect the obligations of the Borrower to make a payment when due of any amount owing under the Credit Agreement or this Note.

The principal amount of the indebtedness evidenced hereby shall be payable in the amounts and on the dates specified in the Credit Agreement. Interest thereon shall be paid until such principal amount is paid in full at such interest rates and at such times, and pursuant to such calculations, as are specified in the Credit Agreement. In no event, however, shall interest exceed the maximum interest rate permitted by applicable law. Payments of interest and principal shall be made without set-off, recoupment, counterclaim or any deduction whatsoever until the entirety of the Obligations is repaid in full and in cash.

Upon the occurrence and during the continuation of any Event of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement. Time is of the essence of this Note. Borrower hereby irrevocably waives diligence, presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and any other notice of any kind not expressly mandated by the Credit Agreement. No failure on the part of the holder hereof to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall a single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Except as provided in the Credit Agreement, this Note may not be assigned to any Person.

Exhibit B-1

[Trade X Global] Senior Secured Revolving Credit Agreement  
#84960664

**THIS NOTE, AND THE PERFORMANCE HEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first written above.

**BORROWER:**

□

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

Name: \_\_\_\_\_

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

\* \* \*

**EXHIBIT C****FORM OF BORROWING BASE CERTIFICATE**

[DATE]

MBL Administrative Agent II LLC,  
 as Administrative Agent  
 452 Fifth Avenue, 27th Floor  
 New York, New York 10018  
 Email: Wes.Lovy@man.com  
 Attention: Wes Lovy  
 Facsimile: (203) 584-9692

*Attention:*

Ladies and Gentlemen:

This Borrowing Base Certificate is delivered to you pursuant to the terms of the SENIOR SECURED REVOLVING CREDIT AGREEMENT, dated as of September 27, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), by and among **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the “Borrower”), **TX OPS INDIANA LIMITED**, an Indiana corporation (“Parent”), each of the **LENDERS** from time to time party thereto (individually, a “Lender” and collectively, the “Lenders”), and **MBL ADMINISTRATIVE AGENT LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

This Borrowing Base Certificate is being delivered to you pursuant to Section 4.02 of the Credit Agreement. The Borrower hereby makes the following representations and warranties:

- (1) Schedule 1 is a true, correct and complete calculation of the borrowing base report as of the date hereof (the “Borrowing Base Report”), which sets forth the calculation of the Borrowing Base for the relevant Advance and all components thereof.
- (2) All of the representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects as of the date hereof and as of the related Transfer Date and/or Credit Extension Date, as applicable (except (A) to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date and (B) for such representations and warranties which are qualified by their terms by references to “materiality” or “material adverse effect,” which such representations and warranties as so qualified shall be true and correct in all respects).
- (3) All of the conditions precedent set forth in Sections 4.01 and 4.02 of the Credit Agreement, to the extent they can be satisfied on a date prior to the Credit Extension Date, have been satisfied as of the date hereof and will be or will remain satisfied on the related Credit Extension Date.
- (4) Each Loan Party is in compliance in all material respects with the terms and conditions set forth in the Basic Documents.

Exhibit C-1

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the undersigned have executed this Borrowing Base Certificate this \_\_\_ day of \_\_\_\_\_, 20\_\_.

□

By: \_\_\_\_\_  
Name:  
Title:



**Schedule 1**

**BORROWING BASE REPORT**

[To be prepared by Borrower and attached]

**EXHIBIT D****FORM OF ADVANCE REQUEST**

\_\_\_\_\_, 20\_\_

MBL Administrative Agent II LLC,  
 as Administrative Agent  
 452 Fifth Avenue, 27th Floor  
 New York, New York 10018  
 Email: Wes.Lovy@man.com  
 Attention: Wes Lovy  
 Facsimile: (203) 584-9692

Re: Senior Secured Revolving Credit Agreement, dated as of September 27, 2021, by and among **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the "Borrower"), **TX OPS INDIANA LIMITED**, an Indiana corporation ("Parent"), and the Lenders from time to time party thereto, and **MBL ADMINISTRATIVE AGENT II LLC**, as Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement")

Gentlemen/Ladies:

Borrower hereby irrevocably requests that Lenders make an Advance in the amount of \$ \_\_\_\_\_ on [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_]<sup>1</sup> (the "Advance Request"), via wire transfer, pursuant to the following instructions:

Account Name: [\_\_\_\_\_  
 Account Number: [\_\_\_\_\_  
 Bank Name: [\_\_\_\_\_  
 ABA Routing Number: [\_\_\_\_\_]

Borrower acknowledges and agrees that: (i) this Advance Request is made pursuant to, and is governed in all respects by, the terms of the Credit Agreement; (ii) this Advance Request may not be revoked, amended, or otherwise modified except by a writing signed by Borrower and Administrative Agent and delivered in accordance with Section 11.01 of the Credit Agreement; (iii) on or prior to the Credit Extension Date of such Advance Request, Borrower shall have delivered to Administrative Agent a Borrowing Base Certificate with respect to such Advance Request which includes among other things, the information set forth in Section 2.03(b)(vii) of the Credit Agreement, and (iv) capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Credit Agreement.

Borrower hereby represents and warrants that any Financed Vehicles being pledged in connection with the Advance being requested herein (A) are Eligible Assets and that each such Financed Vehicle was purchased in accordance with and remains in compliance with the Applicable Operating Procedures, (B) that all Purchase Agreement Documents for each such Financed Vehicle have been delivered to Servicer and Administrative Agent, and (C) that the Vehicle Title (to the extent required by the Approved Country of Destination) and an Acceptable Bill of Lading for such Financed Vehicle have been delivered to Custodian.

<sup>1</sup> To be at least 2 Business Days after date of this Advance Request.

*{The remainder of this page is blank; the next page is a signature page.}*

Very truly yours,

□

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

Name: \_\_\_\_\_

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

***REQUESTED ADVANCE APPROVED:***

**MBL ADMINISTRATIVE AGENT II LLC,**  
as Administrative Agent

By: Man Global Private Markets (USA) Inc.,  
its services manager

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

Name: \_\_\_\_\_

Its Authorized Signatory

Date: \_\_\_\_\_

\* \* \*

**EXHIBIT E****FORM OF MONTHLY COMPLIANCE CERTIFICATE**

Reference is made to that certain Senior Secured Revolving Credit Agreement, dated as of September 27, 2021, by and among **TX OPS GLOBAL FUNDING I, LLC**, a Delaware limited liability company (the “Borrower”), **TX OPS INDIANA LIMITED**, an Indiana corporation (“Parent”), and the Lenders from time to time party thereto, and **MBL ADMINISTRATIVE AGENT II LLC**, as Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”).

I, \_\_\_\_\_, am the \_\_\_\_\_ of Parent, and do hereby certify that:

- (i) each Loan Party is in compliance with all provisions and terms of the Credit Agreement and the other Basic Documents to which they are party;
- (ii) no Event of Default (or, to the Parent’s knowledge, any event that with notice or the lapse of time or both, would become an Event of Default), Level One Regulatory Event, or Level Two Regulatory Event has occurred under the Credit Agreement;
- (iii) [attached hereto are complete and correct copies of [specify financial statement or calculations being delivered pursuant to Section 5.11 of the Credit Agreement], each of which has been prepared in accordance with GAAP;]<sup>1</sup> and
- (iv) attached hereto as Schedule I are calculations demonstrating the Loan Parties compliance with each Financial Covenant.

Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Credit Agreement.

IN WITNESS WHEREOF, I have signed this certificate.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 [Name]  
 the [Authorized Person] of TX OPS INDIANA LIMITED

<sup>1</sup> To be included if delivered in connection with financial statements.

SCHEDULE I TO MONTHLY COMPLIANCE CERTIFICATE

[To be attached]

**EXHIBIT F-1**

**TRADE X OPERATING PROCEDURES**

(See Attached)

## Original Transaction Flow Chart:

□		
1	Seller posts a vehicle on Trade X and completes a disclosure of the vehicle's condition	0
2	AIM is dispatched and performs an inspection	
3	Vehicle is published in the marketplace once the inspection is completed	
4	Buyer finds vehicle in the marketplace, makes an offer	
5	Buyer and Seller agree on sale price	1
3	Trade X generates all purchase and sale agreements on behalf of the buyer and seller and populates it in the application	1
4	Trade X pulls a deposit from the Buyer via ACH	1
5	picked up	2-4
6	ownership, Trade X pays the Seller	2-4
7	port	3-5
8	Vehicle is loaded to a container by Trade X or a third party warehouse	7-10
8	Bill of lading is issued by the carrier	7-14
9	Copy of the bill of lading shared with the buyer	7-14
10	Vehicle arrives at the destination port	30-45
11	(Xport Corridor)	47-49
12	Vehicle held in third party warehouse until buyer payment is received	47-49
13	Once payment is confirmed, vehicle is released to the buyer	47-49

Trade X technology checks the VIN for eligibility, recalls and accidents

Deposit calculated so that LTV is less than or equal to 90% of wholesale value



**EXHIBIT F-2**

**TECHLANTIC OPERATING PROCEDURES**

(See Attached)

**EXHIBIT G**  
**TERMS AND CONDITIONS**

(See Attached)



## Terms and Conditions

TX02- 09-27-2021

Welcome to Trade X, the world's first and largest two-sided global B2B automotive trading Platform, connecting Platform Buyers and Platform Sellers in an end-to-end service solution. By agreeing to utilize Trade X's application and services, whether at a Trade X property or online, you agree, for yourself, your company, your dealership, and your representatives (collectively "you", to abide by the following terms and conditions, as amended from time to time by Trade X;

### 1. Definitions

**"ACH Authorization"** – refers to an authorization for Trade X to debit directly from the Customer's checking or saving account for the purpose of Fee, bill or damages payments.

**"Anti-Money Laundering"** – refers to the set of laws, regulations, and procedures Trade X implements to prevent disguising illegally obtained funds as legitimate income.

**" Platform Buyer"** – refers to a Customer who offers to bid, offers to purchase or purchases a Vehicle or other asset by use of the Trade X Platform.

**"Customer"** – refers to Platform Buyers and Platform Sellers as well as any person or business using or accessing the Trade X Platform. All users must be authorized users of Trade X or an authorized delegate of the authorized user (i.e. employee of an authorized user).

**"Fees"** – refers to charges applied to Customer accounts for use of, and access to, the Trade X Platform and for services rendered by Trade X in relation to the buying and selling of Vehicles. You agree that Trade X may deduct Fees and any other amounts owing from any amounts payable to you including sale proceeds.

**"KYC"** – refers to *Know Your Client* standards with respect to the process of a business verifying the identity of its clients and assessing potential risks of illegal intentions of the business relationship.

**"Platform"** – refers to the Trade X online application and all of Trade X's associated products and services.



**“PAD Agreement”** – refers to the agreement between Trade X and Customer authorizing Trade X to arrange for funds to be debited from Customer accounts, for the purposes of settling payments arising from use of the Platform.

**“Purchase Agreement”** – refers to an agreement outlining the amount to be paid by the Platform Buyer for the vehicle to Trade X and the amount to be paid to the Platform Seller by Trade X.

**“ Platform Seller”** – refers to a Customer who offers a Vehicle for sale or who sells a Vehicle on the Platform.

**“Services”** – refers to the Platform, tools and services provided by Trade X to facilitate the sale of Vehicles, including any associated products and services provided to its Customers.

**“Trade X”** – refers to Trade X Group of Companies Inc. as a parent company and any wholly owned subsidiary of Trade X Group of Companies Inc.

**“Terms of Use”** – refers to these Terms and Conditions, the Privacy Policy, the Cookie Policy, and all other policies posted on the Trade X website, as amended from time to time.

**“Vehicle”** – refers to any automobile, truck or sport utility vehicle listed on the Platform. Vehicle may also include, but is not limited to, recreational vehicles, motorcycles, trailers, boats, and off-road sport vehicles.

**“XPort Transaction”** - Any XPort transactions will be sold under the Inco Term, CIF-Cost, Freight and Insurance. As such, platform buyers must check admissibility and import guidelines and restrictions pertaining to that Vehicle and the intended port of call;

**“Xpress Transaction”** - Any Xpress transactions will be sold under the Inco Term, DDP2020- Delivered Duty Paid. Trade X will be responsible for freight, duty and customs clearance.

## 2. Scope of Application

2.1 **Trade X** - These Terms and Conditions shall benefit Trade X, and its various subsidiaries and affiliates, including but not limited to certain Trade X properties (collectively “Trade X,” “we,” “our,” or “us”). These Terms and Conditions are in addition to, and not in lieu of, any more specific agreements you may have entered into or made with



Trade X. To the extent that there is any conflict between these Terms and Conditions and other more specific agreements you have signed with Trade X, those other more specific agreements will control. Trade X may amend these terms any time by posting an amended version at its website [www.tradexport.com](http://www.tradexport.com), which shall become effective on the date in which it was posted. Time is of the essence with respect to all of your duties hereunder.

**2.2 Trade X Platform** – Trade X provides a digital Platform for Customers to enter into Purchase Agreements and Services Agreements (“Agreements”). Trade X reserves the right to suspend or remove any delinquent Buyers or Sellers from the Platform.

**2.3** Once a Platform Buyer and Platform Seller agree to a transaction on the Platform, and the Platform Seller delivers the vehicle to a Trade X warehouse, Trade X takes ownership of the vehicle(s), and once the vehicle has been transported, made compliant / homologated, it will then work to complete the transaction by selling it on to the Platform Buyer.

### **3. User Guidelines**

**3.1 Accuracy of Information** - By agreeing to utilize Trade X, you certify and agree that all registration and representative information you have provided us, via Trade X application and otherwise, is true, correct, and complete, and you will promptly notify us in writing, via Trade X application, if there is any change to the information you have provided.

**3.2 Username and Password** - Every Customer must choose a username and password and it is the user’s sole responsibility to protect his/her credentials. Sharing or lending your credentials is prohibited and in violation of Trade X’s Terms of Use. Customers are responsible and liable for all activities conducted under the use of their username and password. Unauthorized use of your username and password must be reported to Trade X immediately.

**3.3 Compliance** - Every Customer must comply with all applicable legislation with respect to their buying and selling activities on the Platform. Trade X reserves the right to suspend and remove any delinquent Platform Buyers and Sellers from the Platform or any Platform Buyer or Seller that breaches any part of the Terms of Use.

**3.4 Reputational Scoring** - By using the Platform, both Parties agree to their participation in the reputational scoring system and the full disclosure thereof. Trade X may use third party reputational scoring systems to both evaluate and report on customer behaviour.

**3.5 Fairness and Courtesy** – By agreeing to utilize Trade X, you agree to behave in a fair, ethical, courteous, and civil manner in your interactions both with Trade X, Trade X



personnel, and other Customers of Trade X while using any of Trade X Services. Should any issues or concerns with the behaviour of Trade X personnel or other users of Trade X arise that cannot be resolved expeditiously and civilly on their own, you agree to raise those issues discreetly with our management.

- 3.6 Authorized User Only** – The Customer may only be permitted to register on the Platform if they can prove with verifiable documentation that they are licensed and that their license is in good standing in their home jurisdiction. All Canadian and US Sellers must hold a valid dealer license. Canadian Platform Sellers must also hold a valid GST/HST number for their registered company. Customers are explicitly prohibited from allowing straw purchasers, agents or nominees to utilize their profile in order to buy and sell Vehicles on the Platform. Sharing your credentials/profile is prohibited and in violation of Trade X's Terms of Use. Trade X reserves the right to suspend and remove any Customer for breach of any part of these Terms and Conditions. Trade X reserves the right to limit or deny the use of the Platform for users that do not comply with this licensing requirement.
- 3.7 KYC Requirement** – All Parties shall be required to undertake industry standard KYC requirements and adhere to the Trade X Anti-Bribery and Anti-Money Laundering policy in accordance with global industry standards. If a party is unable to provide verifiable KYC documentation, Trade X may refuse to grant or remove access to the Platform.
- 3.8 Limitation of Liability** – The Platform Buyer agrees that Trade X will not be held liable for loss of profits or for any claim against it as a result of any vehicle defect or inaccurate or erroneous disclosure statements. Trade X agrees to assist the Platform Buyer with its claim against the Platform seller of the vehicle. The Platform Seller agrees to indemnify and hold Trade X harmless from, and against, any and all liabilities, damages, losses, expenses, demands, claims or suits as Trade X may suffer with respect to the sale of the vehicle to the Platform Buyer.
- 3.9 Outside Service Provider** - In the event that either party uses the services of any outside service provider that is accessible through the Platform, Trade X does not assume any responsibility or liability thereof.
- 3.10 Offer to Purchase** – A Platform Buyer may offer on a Vehicle that is listed on the Trade X Platform by entering the dollar amount that he/she wishes to offer. Once an offer is submitted, it cannot be withdrawn. All offers are final and binding. Trade X imposes a penalty for non-payment for a Vehicle after the user has offered on the Vehicle, as described below.
- 4. Terms of Sale** - You agree to the following terms of sale for each Vehicle you purchase or sell through Trade X:

# TRADE

- 4.1 The Platform Buyer is the transferee and agrees to purchase the Vehicle from Trade X. Platform Seller is the transferor and agrees to sell the Vehicle to Trade X. Trade X facilitates the transaction between the Buyer and the Seller, by taking ownership of the vehicle during the interim export and importation period and expressly disclaims any and all express and/or implied warranties as to merchantability, fitness for a particular purpose, and any other matter whatsoever with respect to a Vehicle. Customer acknowledges and agrees to be a sophisticated buyer and agrees to satisfy themselves of the particulars of the subject Vehicle prior to buying or selling. Trade X shall have no legal claim or right of action for any purchase or sale transaction it facilitates.
- 4.2 Any adjustments or rejections must be raised the day of the sale and resolved prior to settlement. Deposits must be paid on the day of purchase, unless otherwise stated, or the sale may be considered null and void in Trade X's sole discretion. Should the Platform Buyer fail to pay a deposit for any reason, including without limitation, a negotiable payment instrument returned for non-sufficient funds ("NSF") Platform Buyer will be charged an NSF fee of CDN\$150 per declined transaction and Platform Buyer will continue to remain obligated to fulfil the Purchase Agreement. Trade X will continue to attempt to collect the deposit up until the bond hold release date and if Platform Buyer fails to pay the deposit or the remaining balance due within two (2) business days following the bond release date then:
- 4.2.1 Platform Buyer will remain responsible for both the deposit and remaining balance owing in respect of such Vehicle;
  - 4.2.2 Platform Buyer will be blocked from purchasing any other Vehicles on the Platform;
  - 4.2.3 All Vehicle titles relating to the Platform Buyer's purchases will be held until all Buyer balances are settled;
  - 4.2.4 Trade X will be entitled to sell the Vehicle (the "Second Sale") and collect (i) a CDN\$595 administration fee; (ii) two percent (2%) interest on the sale price as set out in the applicable Purchase Agreement; (iii) the deficit, if any, between the Second Sale price and the price as set out in the applicable Purchase Agreement; and (iv) the FX penalty plus 25 basis points.
- 4.3 **Condition reports** - Condition reports will be performed by an accredited third party inspection service. Trade X will only report on discrepancies found between the Platform Seller's disclosure and the third party condition report. A Platform Buyer will only be asked to accept a Vehicle condition in the event there is a discrepancy between the Platform Seller disclosure and the condition report.
- 4.4 Vehicles shall be removed from Trade X premises or its affiliates premises no later than three (3) business days following the receipt of payment, and thereafter, Trade X may charge a daily storage fee of up to CAD \$50.00 per day should any Vehicle be left on Trade X's premises.



4.5 Vehicles will not be released to the Platform Buyer until good funds are received. Platform Buyer grants Trade X a security interest in each Vehicle to secure payment of the purchase price outlined in the Services Agreement and Purchase Agreement and any other debt owing from Buyer to Trade X, its affiliates, nominees and assigns. Trade X may hold any Vehicle in Trade X's possession for a reasonable period of time pending any odometer fraud, VIN-switch, or similar investigation.

**4.6 Platform Buyer Agrees:**

- 4.6.1 To purchase the applicable Vehicle for the purchase price agreed upon and reflected in the Services Agreement and Purchase Agreement with Trade X;
- 4.6.2 That before making an offer on a vehicle in an Xport transaction, the buyer has checked admissibility and import guidelines and restrictions pertaining to that Vehicle and the intended port of call;
- 4.6.3 To not resell such Vehicle until good funds for the purchase price, as well as all Fees owing, have been transmitted to Trade X;
- 4.6.4 That upon making settlement, regardless of payment method, to consider the sale a fully consummated cash transaction for present consideration;
- 4.6.5 That any stop payment order for payment methods, leaving the Vehicle intended for purchase unpaid shall be deemed to be evidence of fraud existing at the time of payment and shall be construed as an intent to defraud in order to obtain the Vehicle and/or its title/ownership;
- 4.6.6 To notify Trade X immediately of any defects in the vehicle pursuant to section 14.9 of these Terms and Conditions.
- 4.6.7 The completion of a transaction with the Platform Buyer means the Platform Buyer has paid Trade X and the Vehicle has been released;
- 4.6.8 That any recalls that occur after the bond release date are the responsibility of the Platform Buyer;
- 4.6.9 Trade X has the right to change the pick-up address for the Platform Buyer at any time.
- 4.6.10 That any storage or demurrage charges will be the responsibility of the Buyer in all Xport transactions

4.7 Platform Seller represents and promises that Platform Seller is the true and lawful owner of the Vehicle being sold; that the Vehicle is free from all liens and encumbrances; that Platform Seller has good right and full power and authority to sell and transfer title to the Vehicle; and that Platform Seller will warrant and defend the Vehicle against the claims and demands of all persons whomsoever.

**4.8 Platform Seller agrees:**





- 4.8.1 If the Platform Seller fails to drop the Vehicle at Trade X warehouse or fails to make Vehicle accessible for pick up, Platform Seller will be charged an administration fee equal to CDN\$295 and the FX penalty plus 25 basis points;
- 4.8.2 If an inspection has been performed, the Platform Seller will be charged CDN\$150 for the inspection;
- 4.8.3 That Platform Seller is responsible for clearing all recalls prior to delivering the Vehicle to the Trade X warehouse or making the Vehicle accessible for pick up. Platform Seller must provide proof of completing recall work.
- 4.8.4 Platform Seller is responsible for obtaining a conformance letter if required;
- 4.8.5 Platform Seller will not be paid until Trade X has the Vehicle in its care and control and has received an original hard copy of the Vehicle registration or Title with assignment to Trade X;
- 4.8.6 That completion of a transaction with the Platform Seller means that the funds have been released to the Platform Seller from Trade X.

4.9 Upon payment to Platform Seller by Trade X, the Platform Seller hereby agrees that it shall waive any and all rights it may have to defend against any claim made by Trade X, now or in the future, as against it for any loss or damages suffered by Trade X as a result of any incorrect odometer reading and/or misrepresented disclosure provided at the time of listing the vehicle on the Platform, regardless if made in the absence of bad faith.

## **5. Conclusion of the Contract**

- 5.1 The listings displayed on the Platform do not constitute a binding offer to enter into an Agreement. They merely represent non-binding invitation to submit a binding offer to the Seller.
- 5.2 An Agreement for the purchase of a Vehicle shall be concluded only when the Platform Seller accepts the offer of the Platform Buyer in writing. When the Platform Buyer clicks the "accept offer" button within the application that offer is deemed to be accepted as valid and binding on all parties.
- 5.3 In the event that one of the Parties fails to comply with the terms of the Agreement, both Trade X and the other party reserve the right to withdrawal as set out below in Section 6.

## **6. Buyer Withdrawal Right**

- 6.1 In the event that the Vehicle is not identical to the (1) specification; and (2) quality as specified in the Vehicle Condition Report, the Buyer may, at their sole and absolute discretion, withdraw from the Purchase Agreement.



6.2 In the event of withdrawal, the Platform Buyer may receive its deposit refunded in certain circumstances, to be determined by Trade X in its sole discretion.

## 7. Vehicle Disclosure

**7.1 Disclaimers and Indemnification Platform** Seller warrants it is the legal owner of the vehicle it posts for sale on the Platform and that it is unencumbered. The Platform Seller further warrants to Trade X that the odometer reading, representations and any other disclosure statements provided at time of listing the vehicle on the Platform are accurate at the time of sale to Trade X. The Platform Seller also hereby further indemnifies Trade X for any and all losses, claims and or damages it may suffer as a result of the end buyer's purchase of said vehicle from Trade X.

**7.2 Vehicle Identification Number** - All Vehicles offered on the Platform must have a visible, intact and properly affixed public VIN plate or a valid replacement VIN plate in accordance with Provincial and Federal/State and local regulatory requirements. If a VIN has been replaced the Seller must provide disclosure to that effect.

**7.3 Odometer Mileage** - **Platform** Seller acknowledges responsibility for completion and execution of the required odometer mileage statement pertaining to any Vehicle on the Purchase Agreement for such Vehicle and/or on the certificate of title for such Vehicle.

**7.4 Vehicle History Report** – Trade X uses third party Vehicle history report integration for with respect to previously owned Vehicles. Platform Sellers are bound to disclose all material facts about previously owned Vehicles being offered for sale. In the case that the aforementioned Vehicle history report contains error as to the true state of the Vehicle, the Platform Buyer and Platform Seller agree that all claims will be directed to the supplier of the report and not Trade X.

**7.5 Platform Seller Content** – The Platform Seller is solely responsible for all content it posts on the Trade X Platform and Trade X shall not be held responsible for liability to any Customer or third party for damages of costs resulting from such content. Trade X reserves the right to modify, refuse or remove any and all Platform Seller content in its sole and absolute discretion. The Platform Seller represents that all content is accurate and truthful and in compliance with applicable governing law.

**7.6 Warranties** – Trade X will not be liable to either the Platform Buyer or Platform Seller for any defects of any Vehicle. Trade X does not make any guarantees or warranties with respect to the condition of any Vehicle offered for sale on the Platform.

**7.7 Investigations** - By conducting business on the Platform, you, as the Customer, authorize Trade X to comply with authorities requests for information and/or



documents concerning you and your business if, and when, reasonable requests arise from such authorities.

**7.8 Sale Cancellation** – Trade X may, in its sole and absolute discretion, cancel any sale transacted on the Platform. Reasons for cancellation include, but are not limited to, errors or omissions in Vehicle descriptions or disclosures, pricing errors, title problems or any other matter deemed to be relevant by Trade X personnel.

**7.9 Transportation of Vehicles** - We may, from time to time at our discretion, transport or arrange via third parties to transport Vehicles. In all cases, and once the Vehicle(s) has been acquired by Trade X, it accepts full liability theft, conversion, loss, injuries, damage, claims, expenses (including legal fees), suits, or demands related to such Vehicles (collectively, "Transportation Claims"), howsoever caused and to whomever caused. Trade X does not accept any liability for Vehicle transported to the Trade X warehouse and/or after Buyer has accepted delivery.

## **8 Insurance Requirements**

**8.2 Liability and Risk** – Trade X holds a valid insurance policy for all Vehicles contained once under Trade X's care and control within a certified Trade X facility. For clarity, Trade X does not have nor does it provide insurance coverage for any Vehicles in transit to and from a Trade X facility.

**8.3 Transport Insurance** – Once the vehicle is in the Platform Buyer's possession, transport insurance is the sole responsibility of the Platform Buyer. If the Vehicle is damaged in transport, it is the sole responsibility of the Platform Buyer and the applicable transport company. Trade X will not be held liable in any way for any damage to a Vehicle incurred while being transported.

## **9 Payment Terms**

**9.1 Accepted Payment Methods** – Trade X will accept payment via ACH, PAD, EFT or bank wire. Trade X will not accept cash payments or cheques.

**9.2 Collection of Funds** – Payments for goods and services must be made by the registered Customer purchasing those goods and services or designated agent or pre-established direct floor planner on that Customer's behalf. Any agent of pre-established direct floor planner must be duly authorized in writing by the Customer. Trade X reserves the right to retain the discretion to make appropriate exceptions. Trade X reserves the right, in its sole discretion, to change the forms and types of payment that are accepted by Trade X.

**9.3 Platform Buyer Fees "PAY NOW"** – Platform Buyers must pay for the Vehicle, together with all Fees owing to Trade X, within two (2) business days of following acceptance of the



condition report by the Platform Buyer. Platform Buyers are subject to a fee equal to one percent (1%) of the sale price for each purchased Vehicle.

**9.4 Platform Buyer Fees "PAY LATER"** - Any payments received after two (2) business days will be deemed "pay later" and will be subject to the Trade X borrowing fee equal to one percent (1%) of the sale price for such Vehicle.

**9.5 Platform Seller Fees** - Platform Sellers are subject to a fee equal to three-point five percent (3.5%) of the sale price for such Vehicle, plus HST, payable to Trade X and deducted from the net payout from Trade X to Platform Seller.

**9.6 Late Fees** - In addition to any other rights held by Trade X, Customers agree to pay a late fee of one percent (1%) of the sale price for such Vehicle on any unpaid obligations to Trade X. Trade X may waive the fee in its sole discretion.

**9.7 ACH Authorization** – You agree that, if you designate a bank account for payment of amounts owing to Trade X, including, but not limited to, by adding a bank account to your online profile, Trade X may use such account information to initiate an ACH debit to your bank account for such amounts owed. Additionally, you agree that, if any ACH debit we initiate to your bank account must comply with applicable law and NACHA Operating Rules. This authorization is in addition to, and does not terminate, any other authorization for electronic or ACH payments that Trade X has on file or that you provide Trade X in the future.

**9.8 Deduction of Fees** - Customer agrees that any amounts owing to Trade X, including any penalties, and damages applicable as described in these Terms and Conditions, may be pulled by Trade X via ACH Authorization, under the PAD Agreement, or deducted from any proceeds due to you and that Trade X may stop payment or refuse to authorize payment on any funding to you pursuant to this right of setoff.

**9.9 Electronic Approval and Signatures** - You acknowledge and agree that Trade X may, from time to time, find it expedient to utilize electronic signature(s), acknowledgment(s), consent(s), "click-through(s)," or other approval(s), direct or indirect, for access to sales, bills of sale, receipts, titles, and other documents or disclosures necessary or incidental to the transaction of business at Trade X, whether online, in email, or otherwise, which makes your business with us easier, faster and more efficient. You agree that any such forms of approval from you shall be effective and binding upon you, in the same manner as a handwritten signature, where circumstances indicate your intent to be bound and/or we choose to rely on such approval(s). Regardless of whether your consent or approval was given, or in what form, you agree that you will be deemed to have ratified any transaction that you do not dispute in writing within 24 hours of confirmation by Trade X. Customers authorize Trade X to capture, store and apply digital or electronic signatures to sales agreements and other such related documents and instruments.



## 10 PAD Agreement

**10.1 Customer Agreement** – Customers accept that Trade X will inform their financial institution as to the amount and timing of payments debited from the Customer account, in accordance with the PAD Agreement. The PAD Agreement provides ongoing authorization for Trade X to debit and credit Customer bank accounts to settle future agreed upon transactions.

**10.2 Business Day** – If the transaction is to occur outside of North American banking hours, Trade X may direct Customer financial institutions to debit accounts on the following business day. Therefore, Customers waive their right to receive advance notification of the debit payment prior to the debit day.

**10.3 Customer Obligation** – Direct debiting may not be available on all accounts. Customers must ensure that any arrangement necessary for debits to occur on the requested account be arranged with financial institutions in advance. Customers agree to notify Trade X immediately if the account is transferred or closed. Customers hereby warrant and guarantee that all persons whose signatures are required on the account identified have duly authorized or executed the transaction.

**10.4 Non-Sufficient Funds** – Customers must ensure that sufficient funds are available in the connected accounts for transactions entered into on the Platform. If at any time, there are insufficient funds in the account provided to meet a debit payment request, a notification will be provided, and a second debit attempt will be initiated on the following business day. If a debit is returned unpaid by a Customer's financial institution, the Customer will be liable for any applicable fees charged by that financial institution.

**10.5 Recourse/Reimbursement** – The Customer retains the right of recourse if any Trade X debit does not comply with the PAD Agreement guidelines. To obtain more information on Customer rights of recourse, contact your financial institution or visit the National Automated Clearing House Association website at [www.nacha.org](http://www.nacha.org).

**10.6 Confidentiality** – Trade X takes various precautions to protect the privacy of any personal information provided and makes reasonable efforts to keep Customer information supplied in the PAD Agreement secure. Trade X ensures that all employed personnel will not perform any unauthorized transaction(s), conduct any modification(s), reproduction(s) or disclose any information in Trade X possession to the extent specifically required by law or for the purposes of this PAD Agreement and the Client Agreement. You agree that Trade X may use any information provided to verify account information, this may include the use of third-party bank account verification providers.

## 11 INTELLECTUAL PROPERTY RIGHTS



11.1 Trade X is the owner of or licensee of all intellectual property rights in connection with the Platform. All content on the Platform is owned by Trade X and protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public or otherwise use any content except as specifically permitted in the Terms of Use or agreed by Trade X.

## **12 INCOTERMS2000**

12.1 Trade X will decide, in its sole and absolute discretion, the applicable shipping, title transfer, and delivery terms based on the delivery destination. Except for situations where DDU (incoterm 2000 version) may be used, any stated Incoterms on shipping documents or order acknowledgments will be in reference to the Incoterms 2020 version. Unless otherwise specified by Trade X or in the Trade X Agreement(s), title to Vehicles will transfer at the same time as the risk in the Vehicle transfers in accordance with the applicable Incoterm. Platform Seller and Platform Buyer agree that ownership of the contract goods will pass from Trade X to the Platform Buyer upon full payment of the agreed upon price.

## **13 Anti-Corruption Laws**

13.1 In this Anti-Corruption Laws section of the Terms and Conditions, the term “Included Scope” means, both collectively and separately, the Agreement and the portions of the Platform Sellers and Platform Buyers respective businesses that are involved in it.

13.2 In this Anti-Corruption Laws section of the Terms and Conditions “Anti-Corruption Laws” means, both collectively and separately, any anti-corruption, anti-bribery or similar governmental ethics and transparency laws that have particular jurisdiction or that govern the Included Scope in any general manner. Platform Seller and Platform Buyer are each responsible for determining the extent and applicability of Anti-Corruption Laws pertaining to each transaction entered into within the Platform.

13.3 Platform Seller and Platform Buyer each warrants to the other that, with respect to the Included Scope, and as of entering and during the term of the Agreement(s), they will not violate and Anti-Corruption Laws.

13.4 Platform Seller and Platform Buyer each warrants to the other that, with respect to the Included Scope, and as of entering and during the term of the Agreement(s), they will not directly or indirectly make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the gifting of anything of value to any Government Official or any other person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to a Government Official, for the purpose of;

13.4.1 Influencing an act or decision of the Government Official in his or her official capacity;



- 13.4.2 Inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official;
- 13.4.3 Securing an improper advantage; or
- 13.4.4 Inducing the Government Official to use his influence to affect or influence any act or decision of government or instrumentality, in order to assist Intel or any of its affiliates in obtaining or retaining business.

13.5 If Platform Seller learns or comes to have reason to know of any payment or transfer (or any offer to promise to pay or transfer) in connection with the Included Scope that would violate Anti-Corruption Laws, it shall immediately disclose to the Platform Buyer and Trade X personnel.

#### 14 Final Provisions

14.1 Should one or several of the provisions in this Agreement be or become invalid, this shall not affect the validity of the remaining provisions.

14.2 These Terms and Conditions shall be subject to the law of the Seller's home jurisdiction, to the exclusion, in its entirety, of the UN Convention on Contracts for the International Sale of Goods (as may be amended from time to time) (the "CISG").

14.3 You agree that these Terms and Conditions supersede any other previous contracts or relationships.

14.4 You agree that Customers are bound by these Terms and Conditions pertaining to any and all transactions from the date in which the Customer began its use of the Platform.

14.5 You hereby expressly authorize Trade X to communicate with you via any physical or electronic means in writing which may include but is not limited to email or certain social media applications.

14.6 **Understanding of Terms and Conditions** – You acknowledge and agree that you understand these Terms and Conditions written in English and that you have sought the help of an attorney and/or translator, as you deem necessary to understand them. You agree that these Terms and Conditions, the Agreements, and all correspondence and all documentation relating to these Terms and Conditions, be written in the English language. Any translated version of these Terms and Conditions offered by Trade X is provided as a courtesy only, with the English version being the binding version.

14.7 **Dispute Resolution** – Vehicles sold with undisclosed issues are subject to review by Trade X otherwise referred to as dispute resolution. The Vehicle will be subject to a thorough condition report. If differences are found which invalidate the sale, the Platform Seller is held responsible for any and all damages suffered by Trade X as a result of taking ownership of the vehicle. Using market research costs, the Platform



Seller will be provided with details and advised of a sale price reduction or cancellation.

- 14.7.1 **Fair and Reasonable Sale** – Transactions conducted with Trade X are intended to promote fair and reasonable treatment of both the Platform Buyer and Platform Seller. If Trade X determines that a sale fails to meet this standard at the fault of either party, or that a clerical or administrative error has occurred, the Platform Seller and the Platform Buyer agree that Trade X may, at its sole and absolute discretion, cancel or adjust the transaction. Federal, Provincial, and local laws supersede these policies where applicable.

**Platform Seller Disclosure Standards** – Trade X requires Platform Sellers to make disclosures when uploading a Vehicle in accordance with legal requirements for each jurisdiction.

**Unsafe Vehicles** – Trade X reserves the right to reject for sale any Vehicle Trade X deems, in its sole and absolute discretion, to be unsafe.

7.2.1 **VIN Policies** –

- All Vehicles traded on the Platform must have a public Vehicle Identification Number (“VIN”) plate attached to the Vehicle. Trade X reserves the right to refuse the sale of any Vehicle in which the VIN plate appears to be missing or altered in any way.
- The Platform Seller guarantees VIN plates and years on any Vehicle up to (20) model years old.

7.2.2 **Right of Review** – Trade X reserves the right to review any digital documentation of a sale to verify its accuracy and fairness.

7.2.3 **Official Inspections** – All Vehicles registered and/or sold on Trade X are subject to inspection, with or without prior notice, by Trade X, the RCMP, Provincial Police, National Auto Theft Bureau, Local Police Authorities and any other governmental or quasi-governmental agency with apparent jurisdiction. Trade X assumes no liability for any non-disclosure by the Seller.

7.3 **Commencing Dispute Resolution** – Defects, conditions, or discrepancies described herein may be eligible for review if;

- A. The defect, condition, or discrepancy was not disclosed or announced at the time of sale, despite a requirement to do so in accordance with these Terms and Conditions; and
- B. The request is made by email to [arbitration@tradexport.com](mailto:arbitration@tradexport.com)

In order to be reviewed, the Vehicles must be returned to Trade X in the same or better condition than when purchased.

1. **Process** – Trade X will inspect only the defect(s), conditions, or





discrepancies described in the initial review request and only if covered by these Terms and Conditions. Each sale is allowed one review period. If a price adjustment is made and accepted, the Vehicle becomes AS-IS property of the Buyer and is not subject to any further review.

2. **Review Fees** – Trade X reserves the right to assess a review fee to the Platform Buyer in the event that Trade X finds, in its sole and absolute discretion, that the review request is without merit. Trade X reserves the right to assess a review fee to the Platform Seller in the event that Trade X finds in its sole and absolute discretion, that the Platform Seller has not met all of the disclosure obligations set out in these Terms and Conditions. Any fees assessed to either party pursuant to this paragraph are in addition to inspection fees, transportation costs and any awarded price adjustment as well as any additional fees that may have been incurred. Each review request must be properly documented in writing by the Platform Buyer.
  
3. **Exclusions** – The following exclusions apply;
  - a. Visible or Announced Conditions: Trade X will not review disclosed conditions with respect to any sale and will not review visible defects except as provided below.
  - b. Vehicle Histories: Trade X is not bound by information that appears in any Vehicle history report (i.e. Carfax, AutoCheck, Carproof, Etc.), and the Platform Buyer has no review right based solely on data contained in any such report. In connection with a review, Trade X may, in its sole and absolute discretion, obtain and use information found in Vehicle history reports.
  - c. Aged Vehicles: Vehicles are not subject to review if they exceed twenty (20) model years in age. Such Vehicles are sold AS-IS.
  - d. Nonstandard and Modified Vehicles: Kit vehicles, homemade Vehicles, or modified vehicles are sold AS-IS and are not subject to review for odometer, frame, VIN plates, warranty books, or model year.
  - e. Noise and Inherent Conditions – The Platform Buyer has no review rights based on noises or conditions that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by the Trade X in its sole and absolute discretion, with respect to non-warranty items. OEM dealer warranty guidelines may be used where applicable to determine whether the condition is excessive.
  - f. As-Is – Any Vehicle sold AS-IS is NOT subject to review for any of the following conditions: (i) Major Repair, Warranty Cancelled, Sludged Engine, Alternate Fuel or Conversion, and Non-Original Engine (each as described in Appendix 1); (ii) Vehicle not equipped with air conditions; and (iii) Paintwork (current model year or newer).



#### 4. Platform Buyer and Seller Obligations –

- a. Platform Sellers' Duties – Platform Sellers are responsible for making all disclosures required regardless of whether the defect or condition is visible. As with all sales, Trade X will not review conditions that were disclosed at the time of sale. Any images used at the time of sale must show the actual Vehicle unless the Platform Seller makes it known, through proper disclosure, that the actual Vehicle is not shown.
- i.
- b. Platform Buyers Duties – The Platform Buyer is responsible for understanding the buying procedure for all buying channels and payment methods. The Platform Buyer is also responsible to review a copy of the inspection report for all purchases. It is the Platform Buyer's sole responsibility to inspect each condition report immediately upon receipt.
- c.
- d. Platform Sellers' Responsibility for Vehicle Descriptions/Disclosures: The Platform Seller will be held responsible for the accuracy and completeness of all representations, disclosures and descriptions regarding any Vehicle offered for sale by or on behalf of the Seller. This includes, without limitation:
  - All images, text representations, Vehicle markings, and written statements made in the Vehicle listing, the Platform Seller, or the Platform Seller's delegate or agent with regard to the Vehicle;
  - Third-party condition reports made available by the Platform Seller, or the Platform Seller's delegate or agent; and
  - The Vehicle's year, make, model, odometer reading, and equipment.
- e. Platform Seller's Reimbursement Obligation: Trade X reserves the right, in its sole and absolute discretion, to require the Platform Seller to reimburse Trade X any reasonable, documented expenses incurred by the (excluding profit, commissions, and detail charges) on Vehicles successfully reviewed. Expense reimbursements will be at the sole and absolute discretion of Trade X and will, at times, be limited to reasonable and documented expenses and transportation only.
- f. Platform Buyer Responsibilities and Liabilities:
  - It is the Platform Buyer's responsibility to satisfy itself with a Vehicle's condition before placing, sending, or accepting an offer. Once the vehicle is sold, the Platform Buyer should



check the contract to confirm the Vehicle price and Vehicle details are correct before signing the purchase agreement. If there is any problem, the Platform Buyer must request a review within the applicable time limit set forth herein. The Platform Buyer assumes full responsibility for mechanical or electrical failure once the review period is over.

**7.4 In-House Dispute Guidelines** – Platform Buyers hereby agree to the following guidelines when transacting with Trade X;

- a. Arbitration claims must be communicated to Trade X by way of email to [arbitration@tradexport.com](mailto:arbitration@tradexport.com) within three (3) business days of delivery of the Vehicle to the Platform Buyer.
- b. Claims emails must include all supporting documentation including the Trade X order ID, photos of the Vehicle and photos of the issue being claimed (if applicable).
- c. A Vehicle may not be subject to review more than once.
- d. Issues with a cost of less than CAD\$700.00 will not be arbitrable.
- e. Vehicles with a purchase price of \$3,000.00 USD - CAD\$4,000.00 or less are sold AS-IS.

**7.5 Third Party Dispute Resolution Mediation/Arbitration** - All matters arising out of or related to the Services, the PAD Agreement, or the Purchase Agreement (collectively, the “**Agreement**”), including without limitation all matters connected with their performance, shall be construed, interpreted, applied and governed in all respects in accordance with the laws of Canada and the Province of Ontario, without reference to conflict of laws principles.

All disputes arising out of or related to this Agreement which are not effectively resolved in-house, including without limitation matters connected with Trade X performance, shall be subject to the following procedures:

- a. as a condition precedent to any litigation or arbitration proceedings, any party wishing to resolve a dispute must first do so under the National Mediation Rules (the “**Mediation Rules**”) of the ADR Institute of Canada (“**ADRIC**”). The mediation shall be conducted virtually under the case management of Arbitration Place or such other mutually agreed upon service provider. The date on which a party initiates the mediation in accordance with the Mediation Rules (the “**Mediation Initiation Date**”) shall be deemed to be the date on which the party filed their claim for the purposes of any applicable limitation legislation; and
- b. in the event that the dispute has not been resolved within 90 days of the Mediation Initiation Date (or such other date as the parties may agree to in writing), then the following procedures shall apply:



- i. any claim that seeks damages of not more than CAD \$700.00 shall be filed in the applicable small claims court having jurisdiction over the parties; and
- ii. any other claim shall be finally resolved by arbitration under the Simplified Arbitration Rules of ADRIAC. The Seat of Arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. Unless the parties agree otherwise in writing, all hearings shall be conducted virtually under the case management of Arbitration Place or such other mutually agreed upon service provider.

Customer agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

**7.6 UN Convention** – The provisions of the CISG shall not apply to Trade X Agreements.

**7.7 Regular Service** – We aim to update the Platform and any applicable sites on a regular basis, and may change the content and format at any time.

**7.8 Changes to Terms and Conditions** – These Terms and Conditions may be updated from time to time by Trade X and we may notify you when we do so although we are not obligated to do so. You can download and print out the currently valid version of these Terms and Conditions from our website at [www.tradexport.com](http://www.tradexport.com).

**EXHIBIT H**

**FORM OF PURCHASE AGREEMENT DOCUMENTS**

(See Attached)

# PURCHASE AND SALE AGREEMENT 325

TX ORDER ID: 00000

Date: 00/00/2020

SELLER				PURCHASER			
Name _____				Name: _____			
Company: _____				Company: _____			
Address: _____		City: _____		Address: _____		City: _____	
Province: _____		Postal: _____		Province: _____		Postal: _____	
Dealer # _____		GST _____		Dealer # _____			

STOCK #	YEAR	MAKE	MODEL	COLOUR	TRIM LEVEL	GAS/DIESEL/HYBRID	PRICE
V.I.N. # _____						<input type="checkbox"/> KMS <input type="checkbox"/> MILES	

TERMS OF THIS AGREEMENT:  
The purchaser and seller acknowledge having read the terms of the contract, including those on the reverse and understand and agree that the written terms on this contract form the entire agreement.

HST / GST	
SUBTOTAL	
TRADEX FEE	
HST / GST	
SUBTOTAL	
NET AMOUNT PAYABLE TO SELLER	

## DECLARATION

FREE OF LIENS                       CR RATING: \_\_\_\_\_

## MANDATORY DISCLOSURE STATEMENT AS REQUIRED BY MVDA, 2002

MTO REGISTRATION BRAND:  ~~IRREPARABLE~~  ~~REBUILT~~  ~~SALVAGE~~  ~~NONE~~      WITHIN THE LAST SEVEN YEARS WAS THIS AN:

DISTANCE TRAVELLED \_\_\_\_\_

IS THE ODOMETER FAULTY, BROKEN, REPLACED OR ROLLED BACK IF YES, SEE SECTION 1 ON REVERSE AND CHECK APPROPRIATE BOX IF 1A IS CHECKED SHOW PREVIOUS ODOMETER READING AND DATE OF PREVIOUS READING \_\_\_\_\_

Yes  
 1A  1B

OUT-OF-PROVINCE VEHICLE  Yes  
U.S. VEHICLE  Yes

IF YES, IDENTIFY PROVINCE(S) AND/OR STATE (S): \_\_\_\_\_

DAILY RENTAL <input type="checkbox"/> Yes	POLICE CRUISER <input type="checkbox"/> Yes
FIRE DAMAGE <input type="checkbox"/> Yes	EMERG. SERVICES VEHICLE <input type="checkbox"/> Yes
WATER DAMAGE <input type="checkbox"/> Yes	TAXI OR LIMO <input type="checkbox"/> Yes

DOES VEHICLE REQUIRE REPAIRS TO SUSPENSION/SUBFRAME  Yes

STRUCTURAL PARTS DAMAGED ALTERED OR REPAIRED  Yes

ANY PREVIOUS ALTERED REP HAVE THE MANUFACTURER'S CHANGED OR HAVE THE ORIGINAL PRODUCTION SPECIFICATIONS BEEN CHANGED  Yes

ANY OTHER DISCLOSURES: \_\_\_\_\_

IF YES TO ANY OF THE ABOVE, GIVE DETAILS: \_\_\_\_\_

ANTI-LOCK BRAKES  Yes       Not Applicable  
INOPERABLE  
AIR BAGS  Yes       Not Applicable  
MISSING/INOPERABLE POLLUTION CONTROLS, INOPERABLE  Yes

HAS VEHICLE EVER BEEN DECLARED: A TOTAL LOSS BY AN INSURER  Yes

THEFT RECOVERY  Yes

MANUFACTURER'S WARRANTY ANY BODY PANELS PAINTED OR REPLACED  Yes



1. **DISTANCE TRAVELLED** - See distance travelled box
  - (a) The dealer cannot determine the total distance that the vehicle has been driven but can determine that the vehicle has been driven as of some past date. The total distance that the vehicle has been driven is believed to be higher than the previously recorded distance.  
**or**
  - (b) The dealer can determine neither the total distance that the vehicle has been driven, nor the distance that the vehicle has been driven as of some past date. The total distance that this vehicle has been driven is unknown and may be substantially higher than the reading shown on the odometer.
2. **WARRANTIES AND CONDITIONS**

No implied conditions or warranties or verbal representations apply to the vehicle described in this agreement. All conditions, warranties, and representations other than those included in writing in this agreement are expressly excluded.
3. **LIENS**

The seller warrants that the vehicle described in this agreement is free of any registered or unregistered liens, security interests, judgments, chattel mortgages or encumbrances of any kind.
4. **SELLER WARRANTS TITLE**

The seller warrants to the buyer that the seller has good title to the vehicle, is the legal owner of the vehicle and has the right to sell the vehicle.
5. **LEGAL OWNERSHIP**

Legal ownership of the vehicle shall not pass to the buyer until the entire purchase price has been paid in full.
6. **RISK OF DAMAGE**

All risk of damage to the vehicle is the responsibility of the buyer once delivery has been taken.
7. **DISCLOSURE STATEMENTS**

Disclosure statements contained in this agreement are in compliance with legal requirements and mandatory standards in Ontario as of January 1, 2010 and do not reflect changes made after this date.

## PURCHASE AND SALE AGREEMENT

TX ORDER ID: **00000**

Date: **00/00/2020**

SELLER				PURCHASER			
Name _____				Name: _____			
Company: _____				Company: _____			
Address: _____		City: _____		Address: _____		City: _____	
State: _____		Zip: _____		State: _____		Zip: _____	
TAX ID # _____		DEALER NUMBER: _____		TAX ID # _____		DEALER NUMBER: _____	

STOCK #	YEAR	MAKE	MODEL	COLOUR	TRIM LEVEL	GAS/DIESEL/HYBRID	PRICE
V.I.N. # _____						<input type="checkbox"/> KMS <input type="checkbox"/> MILES	
						BUYER FEE	
						TRADE FINANCE FEE	
						TOTAL DUE	

**TERMS OF THIS AGREEMENT:**  
 The buyer and seller acknowledge having read the terms of the contract, including those on the reverse and understand and agree that the written terms on this contract form the entire agreement.

### CR DECLARATION

FREE OF LIENS                       CR RATING: \_\_\_\_\_

**1. WARRANTIES AND CONDITIONS**

No implied conditions or warranties or verbal representations apply to the vehicle described in this agreement. All conditions, warranties, and representations other than those included in writing in this agreement are expressly excluded.

**3. LIENS**

The seller warrants that the vehicle described in this agreement is free of any registered or unregistered liens, security interests, judgments, chattel mortgages or encumbrances of any kind.

**4. SELLER WARRANTS TITLE**

The seller warrants to the buyer that the seller has good title to the vehicle, is the legal owner of the vehicle and has the right to sell the vehicle.

**5. LEGAL OWNERSHIP**

Legal ownership of the vehicle shall not pass to the buyer until the entire purchase price has been paid in full.

**6. RISK OF DAMAGE**

All risk of damage to the vehicle is the responsibility of the buyer once delivery has been taken.

**7. RIGHT TO REPOSSESS**

Should the total purchase price as shown on the front of this agreement not be paid in full within three days of the buyer taking delivery, then the seller shall have the right to repossess the vehicle from the buyer without notice. The seller may sell any vehicle repossessed and maintains all legal rights to recover any resulting loss.



**EXHIBIT I**  
**FORM OF SERVICER REPORT**

(See Attached)



TX OPS GLOBAL FUNDING I, LLC  
MONTHLY REPORTING

Section 7.01 - Excess Spread Ratio:

Gross Profit  
Profit %  
3 Month Rolling Average  
Annualized Gross Profit  
Target excess spread target to exceed 18% Annual  
Pass/Fail

<u>Current Month</u>	<u>Prior Period 1</u>	<u>Prior Period 2</u>
18%		

Section 7.02 - Breakage Ratio:

Wholesale Value of Vehicles  
Wholesale Value of Vehicle Trades Broken  
Monthly Breakage Rate  
3 Month Rolling Average  
Breakage Target - 3 Month Average  
Pass/Fail

<u>Current Month</u>	<u>Prior Period 1</u>	<u>Prior Period 2</u>
15%		

Section 7.03 - Net Loss Ratio:

Wholesale Value of Vehicles  
Wholesale Value of Vehicle Trades Broken  
Liquidation Price of Broken Trades  
Net Loss  
Net Loss Ratio  
3 Month Rolling Average  
Net Loss Target Ratio  
Pass/Fail

<u>Current Month</u>	<u>Prior Period 1</u>	<u>Prior Period 2</u>
10%		

Section 7.04 - Consolidated Fixed Charge Coverage Ratio:

Trailing Four-Quarter Fixed Charge Coverage Ratio  
Fixed Charge Coverage Ratio Target  
Pass/Fail

<u>Previous Quarter</u>
1.5 - 1.0

Section 7.05 - Minimum Tangible Net Worth \*:

Tangible Net Worth  
3 Month Rolling Average  
Tangible Net Worth Target  
Pass/Fail

<u>Previous Quarter</u>
\$ 3,000,000

Section 7.06 - Reserve Collateral:

Reserve Collateral Amount  
3 Month Rolling Average  
Reserve Collateral Target Amount  
Pass/Fail

<u>Current Month</u>



TX OPS GLOBAL FUNDING I, LLC  
BORROWING BASE REPORT

Date		
	Amount (\$)	
Outstanding Principal Advance Balance		
a. Beginning Outstanding Advances		
b. New Advances during the period		
c. Less Repayment of Advances		
<b>Ending Outstanding Principal Advances</b>		\$ -
A. Revolving Commitments		
B. Borrowing base value of all eligible assets		
Less Excess Concentration Amount		\$ -
Eligible Assets pledged as Collateral, minus the Excess Concentration		\$ -
<b>Borrowing Base (Lessor of A and B)</b>		\$ -
<b>Availability (Borrowing Base less Ending Outstanding Principal</b>		\$ -



TX OPS GLOBAL FUNDING I, LLC  
BORROWING BASE REPORT

													Lesser of A & B		Amount Due From Buyer			Receipts			
Deal #	Deal Number	Tranche No.	Model Year	Make	Model	Trim	VIN	Purchase Amount USD	TradeX Fees USD	Export Fees USD	Deposit USD	Purchase Price Less Fees, Export and Down Payment USD	Borrowing Base Value	Amount Due From Buyer	Buyer	Amount Due less Purchase Price	Deal Advance Outstanding	Date	Amount	Excess	



TX OPS GLOBAL FUNDING I, LLC  
BORROWING BASE REPORT

Daily Loan Movement and Balance						Interest	
Date	Rate	Days O/S	Payments	Funding	Loan Balance	Daily Accrual	Total Interest

## **APPENDIX “B”**

Court File No. CV-23-00710413-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

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

MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND (UMINN) LP)

**Applicant**

and

TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC., TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. and TX OPS CANADA CORPORATION

**Respondents**

**AFFIDAVIT OF WESTIN LOVY  
SWORN DECEMBER 4, 2023**

I, **Westin Lovy**, of the City of Stamford, in the State of Connecticut, MAKE OATH AND SAY:

1. The Applicant is MBL Administrative Agent II LLC (“**MBL**” or the “**Applicant**”). I am a Managing Director of Post Road Group LP (“**PRG**”), which is the parent company to the Applicant. PRG is an alternative investment advisory firm based in Stamford, Connecticut, that focuses on private credit and private equity investments in digital infrastructure,

telecommunications, media, business services, real estate and specialty finance. Since February 2021, I have been responsible for the management of the credit facilities made available to the Respondents (defined below) and their affiliates, including communications and negotiations with the Borrowers (defined below) and collateral reporting.

2. By virtue of my position as Managing Director, I have personal knowledge of the matters deposed to herein. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and belief and I verily believe it to be true.

#### **A. BACKGROUND AND OVERVIEW**

3. I swear this Affidavit in support of an Application by MBL for the appointment of FTI Consulting Canada Inc. ("**FTI**") as a receiver and manager (the "**Receiver**") of substantially all of the assets, undertakings and property of each of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (collectively, the "**Respondents**"), including all proceeds thereof, pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario).

4. The Respondents are part of a group of companies referred to throughout this Affidavit and defined below as the "**Trade X Group**". The Trade X Group are primarily involved in operating a business-to-business vehicle trading platform for car dealerships to purchase inventory from or sell inventory to Canada and other overseas markets. Over



the past two years, the Trade X Group has experienced declining revenues due to a decline in used automobile prices, rising expenses and an undisciplined acquisition and sales practice. Despite entering into a loan restructuring transaction with its creditors, the Trade X Group's revenues have continued to decline and those losses are expected to continue indefinitely to the detriment of MBL's security and collateral value.

5. In recent months, the Trade X Group have conducted their operations in a manner that has jeopardized the Collateral, materially breached the terms of their credit agreements with MBL and disregarded the interests of MBL as a senior secured creditor of the Respondents. Specifically, the Trade X Group have improperly diverted over US\$7 million in funds payable to MBL, and instead used those funds for their working capital needs. These actions, among others, have given rise to a series of material defaults under the credit facilities that remain uncured and ongoing. In fact, as recently as November 4, 2023, the Trade X Group again, without notice, diverted funds that were payable to MBL and used them to fund payroll obligations instead.

6. The principal objective of these proceedings is to appoint the Receiver with the goal of preserving the collateral that is subject to MBL's security interest (defined in paragraph 41 below as the "**Collateral**") and ensuring an orderly liquidation of such Collateral.

7. As of November 30, 2023, the Respondents are indebted to MBL in the aggregate amount of US\$15,256,504.16 (which includes principal and interest) on a secured basis (the "**Indebtedness**"). This amount remains unpaid and interest, fees, costs and expenses continue to accrue on the amounts owing.

8. MBL is the administrative agent under credit facilities made available to certain affiliates of the Respondents (defined and described below as the Borrowers). The Respondents are Canadian affiliates of the Borrowers and have guaranteed, on a secured basis, the obligations of the Borrowers. The Borrowers are in material default of their obligations under the credit facilities and MBL has notified the Borrowers of such Default and has accelerated the indebtedness owing thereunder. Consequently, MBL is in a position to enforce its security against the Respondents.

9. MBL has security on substantially all of the Respondents' property, assets and undertakings, other than one of the Respondents' affiliates, Wholesale Express (defined below). Rather, MBL has a security interest over the shares of Wholesale Express, but not its assets. Highcrest Lending Inc. ("**Highcrest**") is a creditor of Wholesale Express with priority security over all of its shares and assets (later defined as the "**Highcrest Collateral**") and has commenced an application under the *Companies' Creditors Arrangement Act* ("**CCAA**") in relation to the Highcrest Collateral. As such, MBL is not seeking receivership over Wholesale Express or its assets.

10. This Application is especially urgent given events that have occurred in the last several weeks. MBL learned that not only has the Trade X Group continued to improperly and unlawfully divert and misappropriate funds payable to MBL, but that the Trade X Group has quietly been slowing its operations in Ontario. As described in more detail below, MBL appointed a financial advisor to attend the premises of certain of the Respondents. On November 15, 2023, the financial advisor reported that there is no apparent business being operated by the Trade X Group in Canada. Further, on

November 28, 2023, MBL was notified that the Trade X Group defaulted on their lease obligations in respect of their office in Mississauga, Ontario.

11. In the circumstances, MBL has lost faith in the management of the Trade X Group and has serious concerns that the Collateral has been entirely depleted, or at best, is at risk of being further eroded unless the Receiver is appointed. The appointment of a Receiver is necessary to take control over the operations of the Respondents and recover any remaining Collateral for the benefit of MBL.

## **B. THE PARTIES**

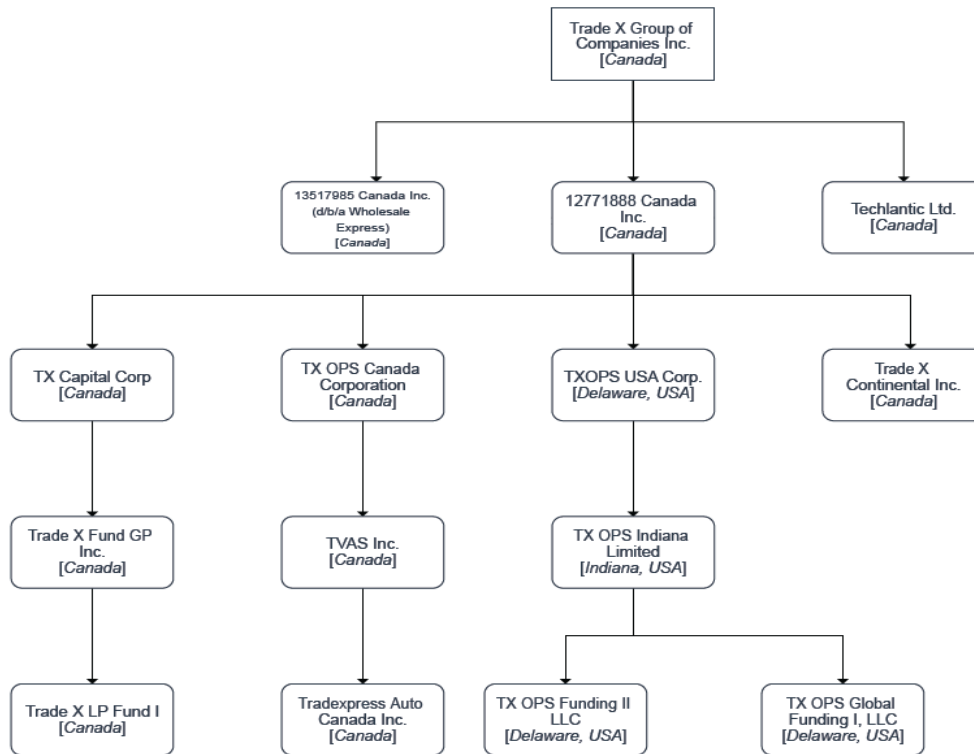
### **(i) The Applicant**

12. MBL is the administrative agent for: (a) Post Road Specialty Lending Fund II LP (f/k/a Man Bridge Lane Specialty Lending Fund II (US) LP), and (b) Post Road Specialty Lending Fund (UMINN) LP (f/k/a Man Bridge Lane Specialty Lending Fund (UMINN) LP), lenders under the Global Facility and the Domestic Facility (each as defined below). The Lenders are each private investment funds managed by PRG. MBL is a Delaware limited liability company and a direct subsidiary of PRG.

### **(ii) The Respondents and their Business**

13. Trade X Group of Companies Inc. ("**Trade X Parent**") is a private corporation formed under the federal laws of Canada. Trade X Parent is a holding company and is the direct and indirect parent company of the other Respondents.

14. A simplified<sup>1</sup> corporate organizational chart showing the ownership structure of Trade X Parent and its direct and indirect interest in the other Respondents is reproduced below:



15. The registered head office and principal place of business of Trade X Parent is located at 7401 Pacific Circle, Mississauga, Ontario, which is a leased premises (the “**Mississauga Location**”). All of the Respondents have their registered head office at the Mississauga Location.

<sup>1</sup> Trade X Parent also holds an indirect interest in TradeX Netherlands B.V., TXOPS USA Corp., TradeX Europe GmbH., TX OPS Hong Kong Limited, China (Tianjin) Pilot Free Trade Zone Tiansi International Trade Co., Ltd., TX OPS Indiana Limited, TradeXpress Germany GmbH, TXP Tradexport Kenya Limited, TX OPS Mexico Limited, Tradexpress Auto, Inc., TX OPS Funding I, LLC, TX OPS Funding II, LLC (i.e., Domestic Borrower), TX OPS Funding III, LLC, TX OPS Global Funding I, LLC (i.e., Global Borrower), Tradexpress Auto Nigeria Ltd., TX OPS Japan G.K.

16. The Respondents and their subsidiaries (together with Trade X Parent, the “**Trade X Group**”) are primarily involved in operating a business-to-business vehicle trading platform for car dealerships to purchase inventory from Canada and other overseas markets. The Trade X Group has allegedly built a fully automated platform to facilitate cross-border vehicle sales transactions. The Trade X Group’s operations in Canada are predominantly conducted by three companies: (a) TX OPS Canada Corporation (“**TX Canada**”), (b) Techlantic Ltd. (“**Techlantic**”), and (c) 13517985 Canada Inc. (“**Wholesale Express**”).

**(a) TX Canada**

17. TX Canada is a federal corporation. TX Canada operates an automotive trading platform connecting car dealerships located in the United States with sellers in Canada through a secure marketplace offering end to end service that handles procurement, foreign exchange, logistics and duties for vehicle acquisitions between Canada and the United States (the “**Trade X Platform**”).

**(b) Techlantic**

18. Techlantic is a federal corporation that operates out of Oakville, Ontario. As described below, Techlantic is a borrower under the global credit facility made available by the Lenders. Techlantic supports a network of automobile exporters and offers similar services to TX Canada—although Techlantic support global sales and acquisitions of vehicles by car dealerships.

**(c) Wholesale Express**

19. 13517985 Canada Inc. (“**Wholesale Express**”) is a federal corporation that operates out of Saint-Madeleine Quebec. Wholesale Express operates an online dealer-to-dealer auction platform for vehicles, whereby it acquires and sells pre-owned cars to registered dealers. MBL has a security interest in the shares of Wholesale Express by virtue of its security interest in all of the assets of Trade X Parent. However, MBL’s interest in Wholesale Express is subordinated to Wholesale Express’ senior secured creditor, Highcrest. Wholesale Express is not a Respondent in this Application.

**(d) Employees**

20. To the best of my knowledge, Trade X Parent and the other Respondents currently employ less than thirty individuals. Furthermore, to the best of my knowledge, the Respondents are not party to any collective agreements in respect of their employees and do not have any union contracts or pension plans in place with its employees.

**(e) Assets**

21. The Respondents do not own any real property. Rather, the Respondents all operate out of leased facilities located in Ontario. As discussed herein, the Respondents are currently in default of their lease obligations in respect of their facilities located in Ontario.

22. The primary assets of the Respondents are the vehicles they own, the contracts associated with the sale of those vehicles and the accounts receivable associated with vehicle sales. To the best of my knowledge, these accounts receivable are primarily

comprised of vehicles that have been committed for sale but not yet picked up and paid for by the end buyer.

## C. THE CREDIT FACILITIES

### (i) The Credit Facilities Owing to the Lenders

23. The outstanding indebtedness owing to MBL arises pursuant to two separate credit agreements under which MBL acts as the administrative agent (collectively, the “**Credit Agreements**”):

- (a) **Domestic Facility:** A US\$ 30 million credit facility made available pursuant to a senior secured revolving credit agreement dated February 5, 2021<sup>2</sup> between Post Road Specialty Lending Fund II LP and Post Road Specialty Lending Fund (UMINN) LP, as lenders (collectively, the “**Domestic Lenders**” and together with the Global Lenders (defined below), the “**Lenders**”) and TX OPS Funding II, LLC, as borrower (the “**Domestic Facility**”);
- (b) **Global Facility:** A US\$ 30 million credit facility made available pursuant to a senior secured revolving credit agreement dated September 27, 2021<sup>3</sup> between Man Bridge Lane Specialty Lending Fund II (US) LP and Man Bridge Lane Specialty Lending Fund (UMINN) LP, as lenders (collectively,

<sup>2</sup> As amended by Amendment No. 1 dated as of June 8, 2021, Amendment No. 2 dated as of September 10, 2021, Amendment No. 3 dated as of December 20, 2021, Amendment No. 4 dated as of July 15, 2022 and as further amended under the Amendment No. 5 and Limited Waiver to dated Senior Secured Revolving Credit Agreement dated June 30, 2023.

<sup>3</sup> As amended by Amendment No. 1 dated as of December 30, 2021, Amendment No. 2 dated as of September 6, 2022 and further amended by the Amendment No. 3 and Limited Waiver to Senior Secured Revolving Credit Agreement dated December 23, 2022.

the “**Global Lenders**”) and Techlantic and TX OPS Global Funding I, LLC, as borrowers (the “**Global Facility**” and together with the Domestic Facility, the “**Credit Facilities**”),

Attached to my Affidavit as **Exhibits “A”** and “**B**”, respectively, are the credit agreements forming the Domestic Facility and the Global Facility.

24. The borrower under the Domestic Facility is TX OPS Funding II, LLC (the “**Domestic Borrower**”) a Delaware special purpose entity owned by TX OPS Indiana Limited, a U.S. subsidiary of the Respondents (“**TX Indiana**”). The borrowers under the Global Facility are Techlantic and TX OPS Global Funding I, LLC (the “**Global Borrowers**”). TX OPS Global Funding I, LLC is also a Delaware special purpose vehicle that is owned by TX Indiana. For the purposes of this Affidavit, the Domestic Borrower and Global Borrowers are collectively, referred to as the “**Borrowers**” and each, a “**Borrower**”.

**(ii) Advances under the Credit Facilities**

25. The Credit Facilities extend advances to the Borrowers to facilitate the purchase and sale of vehicles by certain members of the Trade X Group for sale between Canada and the United States (in the case of the Domestic Facility) or globally (in the case of the Global Facility) and are based on collateral presented and monitored by a revolving borrowing base. As detailed below, the Borrower and Respondents have materially failed to comply with the terms of the Credit Facilities as they relate to these advances and their intentional and repeated misappropriation of such funds have jeopardized the Collateral and the Lenders’ interest therein.



26. Under the Domestic Facility, TX Canada generally procures vehicles in Canada that are ultimately sold to TX Indiana and the Domestic Borrower, for sale to an end buyer in the United States. Advances under the Domestic Facility are used by the Borrower to repay TX Canada for the acquisition of such vehicles. Advances under the Global Facility are used to finance vehicle sales by TX Canada or Techlantic, as applicable, that are ultimately sold to TX Indiana and the Global Borrower, for sale to end buyers in the rest of the world.

27. A more detailed description of steps involved in connection with each Advance (as defined below) under the Credit Facilities is as follows:

- (a) **Step 1:** A seller sells a vehicle (the “**Vehicle**”) to TX Canada or Techlantic, as applicable (the “**TX Purchaser**”), via the Trade X Platform or through direct purchase agreements, pursuant to an electronic purchase and sale agreement between seller and the TX Purchaser (the “**First Tier Purchase Agreement**”). TX Purchaser funds the purchase price for the Vehicle using its own funds. TX Purchaser also arranges for the export of the Vehicle<sup>4</sup> to the destination of the ultimate buyer<sup>5</sup> of the vehicle (the “**End Buyer**”), including the payment of all taxes and duties on behalf of the End Buyer.

<sup>4</sup> In the case of TX Canada in the Domestic Facility, the Vehicle is generally exported from Canada. In the case of the Global Borrower in the Global Facility, the Vehicle may be exported from any jurisdiction that has been approved by the Global Lenders.

<sup>5</sup> The Credit Agreements require the End Buyer to be a car dealer with a valid dealer license and approved by TX Indiana. In the case of the Global Facility, the End Buyer is a car dealership located in approved jurisdictions outside of Canada and the United States whereas in the case of the Domestic Credit Facility, the End Buyer is a car dealership located in the United States.

- (b) **Step 2:** TX Purchaser sells the Vehicle to TX Indiana, along with all of TX Purchaser's rights under the First Tier Purchase Agreement, pursuant to a purchase and sale agreement between TX Purchaser and TX Indiana (the "**Second Tier Purchase Agreement**").
- (c) **Step 3:** TX Indiana sells the rights in the Vehicle to a Borrower, along with all of TX Purchaser's rights under the First Tier Purchase Agreement and the Second Tier Purchase Agreement pursuant to a sale agreement between TX Indiana and a Borrower (the "**Third Tier Purchase Agreement**"). TX Indiana also grants the Borrower a security interest in, among other things, the Vehicle acquired from TX Purchaser and its rights under the Second Tier Purchase Agreement.
- (d) **Step 4:** After the parties enter into the Third Tier Purchase Agreement, the Borrower delivers an advance request to MBL in order to finance the purchase price for the Vehicle (the "**Advance**"). Among other things, as a condition to the Lenders making the requested Advance, the Vehicle must satisfy the definition of "**Eligible Asset**" in the applicable Credit Agreement, including the requirement that the Borrower acquired the Vehicle pursuant to the Third Tier Purchase Agreement and the Borrower has granted to MBL a valid and perfected first priority security interest in the Vehicle.
- (e) **Step 5:** Upon satisfaction of the conditions outlined above in Step 4, the Lenders make the Advance to TX Purchaser on behalf of the Borrower. This is also when the Vehicle becomes a "**Financed Vehicle**" under the Credit

Facilities and forms part of the Collateral that is subject to the Security (defined below) and the Vehicle is added to the borrowing base of the Credit Facilities.

- (f) **Step 6:** An End Buyer purchases the Financed Vehicle from TX Indiana through the Trade X Platform pursuant to an electronic purchase and sale agreement between TX Indiana and the End Buyer (the “**Fourth Tier Purchase Agreement**” and together with the First Tier Purchase Agreement, the Second Tier Purchase Agreement and the Third Tier Purchase Agreement, the “**Agreements**”). The End Buyer is required to pay a security deposit to TX Indiana upon the purchase of the Vehicle on the Trade X Platform and a fee for the use of the Trade X Platform. These monies are required to be deposited into a designated bank account that is subject to a deposit account control agreement in favour of MBL (the “**Collection Account**”). At this stage, the Borrower receives the economic interest in the Financed Vehicle and title remains with TX Indiana, the holder of the dealer license.
- (g) **Step 7:** The Financed Vehicle is transported to the importing country and arrives at the destination port and cleared through customs. At this time, the End Buyer pays the balance of the purchase price for the Vehicle (minus the security deposit already paid to TX Indiana above in Step 6) to the Borrower (the security deposit and the purchase price and any other amounts payable by the End Buyer, collectively the “**End Buyer Payments**”).

For such Vehicle to continue being characterized as an “Eligible Asset” under the applicable Credit Agreement, End Buyer Payments must be paid by the Borrower into the Collection Account no later than (i) in the case of the Domestic Facility, 90 days after the Vehicle officially<sup>6</sup> enters the United States; and (ii) in the case of the Global Facility, 60 days after the Vehicle arrives at the approved country of destination. Failure to deposit such amounts within the foregoing periods would lead to the Vehicle becoming an “Ineligible Asset” under the applicable Credit Facility.

- (h) **Step 8:** The Borrower uses the End Buyer Payments held in the Collection Account to repay the Advance made by the Lenders under Step 4.
- (i) **Step 9:** Once the Advance is repaid to the Lenders, the Borrower and MBL authorize TX Indiana to release the Vehicle to the End Buyer. TX Indiana retitles the Vehicle to the End Buyer and coordinates delivery.

28. Separately, if any Vehicles held in inventory by TX Canada or Techlantic constitute an “Ineligible Asset” under the applicable Credit Facility, meaning it is held in inventory but not sold to an End Buyer, then Tradexpress Auto Canada Inc. (“**Tradexpress**”) an affiliate of TX Canada and a Respondent in this Application, is entitled to remarket and auction such Vehicles. The Credit Agreements also require Tradexpress to deposit receipts from any such Vehicle sales in the Collection Account.

<sup>6</sup> Meaning the Vehicle is placed under the U.S. Customs and Border Protection bond, as evidenced by the filing of a Form 7501 Entry Summary with respect to such Vehicle.

29. As described below under a description of the defaults, the Borrower and Respondents have repeatedly and intentionally failed to comply with the terms of the Credit Facilities as they relate to Advances and the steps outlined above. In particular, they have failed to, among other things, deposit End Buyer Payments into the Collection Account and have instead misappropriated such funds for their working capital purposes.

#### **D. THE SECURITY HELD BY MBL**

##### **(i) The Collateral**

30. MBL has a first ranking security over substantially all of the assets of the Borrowers and the Respondents pursuant to a series of security agreements, which are detailed below.

31. The Canadian collateral underpinning the Security is predominantly comprised of (a) Vehicles acquired by the TX Purchasers (being TX Canada and Techlantic) and ultimately sold to TX Indiana for sale to End Buyers, (b) the rights of TX Canada and Techlantic under purchase and sale agreements with sellers and TX Indiana, (c) cash, representing payments by the Borrowers by way of Advances for Financed Vehicles, (d) a harmonized sales tax receivable that is generated from the purchase of a Vehicle from TX Canada, Techlantic or Tradexpress (the “**HST Receivable**”); as part of its services, TX Canada, Techlantic or Tradexpress will pay the HST on the Vehicle on behalf of the End Buyer, and recover the HST for its own account, and (e) the equity interests of certain of the Respondents.

(ii) **Borrower Security**

32. As security for the Indebtedness under the applicable Credit Facilities, Techlantic and the other Borrowers granted MBL a security interest in all of their property on February 5, 2021, in respect of the Domestic Facility (the “**Domestic Security**”) and September 27, 2021, in respect of the Global Facility (the “**Global Security**”). The Domestic Security is attached to my Affidavit as **Exhibit “C”**. The Global Security is attached to my Affidavit as **Exhibit “D”**.

(iii) **Respondents’ Security**

33. TX Canada entered into guarantee and security agreements in connection with each of the Domestic Facility and the Global Facility on February 5, 2021 and September 27, 2021, respectively (collectively, the “**TX Canada Security**”). Pursuant to the TX Canada Security, TX Canada guaranteed the obligations of the Borrowers to MBL, for among other things, any loss arising out of any acts of misappropriation of misapplication of funds or proceeds of any Collateral (“**Guaranteed Obligations**”). The agreements forming the TX Canada Security are attached to my Affidavit as **Exhibits “E”** and “**F**”.

34. As security for the Guaranteed Obligations, TX Canada granted a security interest over the (a) HST Receivables, (b) the Financed Vehicles and all rights to payment or proceeds for any such vehicles and related Purchase Agreements, (c) all rights and obligations under the Purchase Agreements to which it is a party, and (d) any Vehicles owned by TX Canada that are not subject to Purchase Agreements (collectively, the “**TX Canada Collateral**”).

**(iv) The Canadian Guarantors**

35. As part of the 2022 Loan Restructuring (described and defined in paragraph 57 below), each of the Respondents, other than TX Canada who was already a guarantor of each of the Credit Facilities (collectively, the “**Canadian Guarantors**”), entered into joinders of the Global Facility and the Domestic Facility which had the had the effect of (a) making each Canadian Guarantor a guarantor of the obligations of the Borrowers under the Credit Facilities and (b) causing each Canadian Guarantor to become party to the Domestic Security and the Global Security, pursuant to which they (i) granted in favour of MBL a security interest in all of their property, and (ii) pledged to MBL any equity directly owned by them in the shares of a member of the Trade X Group.

**(v) Collection Accounts**

36. The Borrowers, TX Canada, Techlantic and Tradexpress have entered into the following blocked accounts agreements or deposit account control agreements in favour of MBL with respect to the Collection Accounts (collectively, the “**DACAs**”):

- (a) deposit account control agreements between the Borrowers and Silicon Valley Bank (“**SVB**”) in favour of MBL;
- (b) blocked account agreements between Tradexpress, TX Canada, Royal Bank of Canada and MBL dated September 14, 2021; and
- (c) a blocked account agreement between Techlantic, MBL and RBC dated April 1, 2022,

Attached to my Affidavit as **Exhibits “G”** through “**K**” are copies of the DACAs.

37. As described in paragraph 29 above, TX Indiana and the Borrowers are required to deposit any amounts received by an End Buyer in respect of a Financed Vehicle into the Collection Account to repay the Advance made by the Lenders. TX Canada, Techlantic and Tradexpress are required to deposit all HST Receivables into the applicable Collection Account.

38. As a result of the Domestic Security, the Global Security, the TX Canada Security and the DACAs (collectively, the “**Security**”), MBL has security over (a) the TX Canada Collateral, (b) substantially all of the assets of the Canadian Guarantors, (c) the shares of the Respondents and Wholesale Express, some of which are perfected by possession, and (d) the Collection Account (collectively, the “**Collateral**”).

## **E. THE PRIORITY OF THE SECURITY AND OTHER CREDITORS**

### **(i) The MBL Security**

39. As described below, MBL has first ranking security against all of the assets of the Respondents.

40. Attached to my Affidavit as **Exhibit “L”** are the *Personal Property Security Act* searches conducted against each of the Respondents in Ontario with a file currency date of October 26, 2023 (the “**PPSA Searches**”). PPSA Searches were also conducted in Saskatchewan against TX Canada and Tradexpress because they are extra-provincially registered in those jurisdictions.

41. The PPSA Searches show that MBL registered the Security against the Respondents in Ontario as follows:



- (a) **TX Canada**: registrations against all of the property of TX Canada registered on February 4, 2021 and September 27, 2021;
- (b) **Tradexpress**: registrations covering collateral identified as Accounts and Other against Davidson Motors Incorporated (former name of Tradexpress) on August 31, 2021, September 2, 2021 and September 27, 2021;
- (c) **Techlantic**: registrations against all property of Techlantic registered on December 21, 2021 and December 23, 2022; and
- (d) **Canadian Guarantors**: a registration against all of the property of the Canadian Guarantors, other than Tradexpress and Techlantic, registered on December 23, 2022.

42. As shown in the PPSA Searches, the following registrations rank equally or prior to the registrations of MBL against TX Canada: (a) TX Indiana and Congressional Bank both registered interests against TX Canada on September 27, 2021, and (b) Trade X LP Fund I, an affiliate of TX Canada, registered an interest against TX Canada on February 25, 2020. I am advised that Congressional Bank has released its interest and there is no indebtedness outstanding between TX Canada and Congressional Bank. I am further advised that each of the other parties, namely TX Indiana and Trade X LP Fund I, who are affiliates of the Respondents, will receive notice of this Application.

43. MBL, through its counsel, is also currently in possession of the following physical share certificates representing pledged shares of the following Respondents: Techlantic; TX Canada; 12771888 Canada Inc.; Trade X Continental Inc.; and TX Capital Corp.

(ii) **Other Creditors**

(a) ***Aimia Inc.***

44. Trade X Parent is indebted to Aimia Inc. (“**Aimia**”) pursuant to an amended and restated secured convertible note in the principal amount of US\$25 million dated December 23, 2022 (the “**Aimia Note**”). The Aimia Note is attached to my Affidavit as **Exhibit “M”**.

45. The maturity date of the Aimia Note is dated December 8, 2023. As security for the Aimia Note, Trade X Parent has granted a subordinated security interest to Aimia in all of its property. The PPSA Searches show that this security was registered under the personal property regime in Ontario on January 3, 2023.

(b) ***Highcrest Lending Inc.***

46. Pursuant to a Master Amended and Restated Loan and Security Agreement dated as of December 23, 2022 between Highcrest, as lender, Wholesale Express as borrower and Trade X Parent as guarantor (the “**Highcrest Loan and Security Agreement**”), Trade X Parent has pledged its interests in 100% of the equity of Wholesale Express and Wholesale Express has granted a security interest in all of its property to Highcrest (the “**Highcrest Collateral**”). A copy of the Highcrest Loan and Security Agreement is attached to my Affidavit as **Exhibit “N”**.

47. As shown in the PPSA Searches, Highcrest has a registration dated December 8, 2022 against Trade X Parent under the personal property regime in Ontario against ‘accounts’ and ‘other’, as well as a registration under the personal property regime in Quebec against all of Wholesale Express’ property. Wholesale Express is not a Canadian

Guarantor nor has it granted any security in favour of MBL. Rather, MBL holds a security interest in the shares of Wholesale Express by virtue of its security against all of the assets Trade X Parent.

48. On November 22, 2023, Highcrest obtained an initial order under the CCAA in respect of Wholesale Express, which is attached to my Affidavit as **Exhibit “O”** (the **“Initial Order”**).

49. The Initial Order states that there is nothing preventing MBL from bringing an Application for receivership, provided that MBL does not seek control over the equity or assets of Wholesale Express. Accordingly, the Appointment Order sought by MBL does not extend to Trade X Parent’s interest in Wholesale Express and, at this time, MBL has no intention of pursuing control over Wholesale Express.

## **F. THE EVENTS LEADING UP TO THIS RECEIVERSHIP APPLICATION**

### **(i) The Deteriorating Financial Condition of the Respondents**

50. Throughout 2020 and 2021, the market for used cars benefited from inventory restrictions due to semi-conductor shortages and supply chain issues caused by the COVID-19 pandemic. As a result, the Trade X Group gained significantly from an increase in demand for used vehicles.

51. During this period, the Trade X Group leveraged their trading platforms, particularly the Trade X Platform, to market itself as a tech company to attract venture capital and raised over US\$45 million. At one point, the Trade X Group claimed it was valued at \$250 million. However, the Trade X Group hired a bloated staff of over 150 people, many of whom were computer programmers and software engineers, with the aim of creating their

technology platform. Trade X began to incur large monthly expenses in part due to its oversized staff and operational inefficiencies.

52. Starting in 2022, as retail sales declined amid interest rate hikes, rising new vehicle availability, increased fuel prices and recessionary fears, demand for used vehicles retrenched and prices for vehicles dropped precipitously (an average of 14% in the U.S. alone). As a result, the Trade X Group began experiencing losses on Vehicles that it purchased without having conducted sufficient prior diligence and market research. Such losses were made worse by the incentive structure in place for Trade X Group staff, some of whom received bonuses based on the number of Vehicles acquired for inventory purposes, regardless of the price paid by the End Buyer (even if it was later sold at a loss). It is clear that the Trade X Group had prioritized their growth at the cost of prudent underwriting and responsible management of expenses.

53. These losses coincided with the general reduction of available capital in the investment community. As a result, Trade X Parent was not able to raise additional funds to subsidize the losses in the Trade X Group.

**(ii) 2022 Loan Restructuring**

54. In December 2022, the three largest creditors of the Trade X Group—Aimia, Highcrest and MBL—entered into a loan restructuring transaction (the “**2022 Loan Restructuring**”) that amended and restated all loan documents and provided additional capital to Trade X Parent. In exchange, Trade X Parent agreed to sell Wholesale Express, use those proceeds as working capital in the Trade X Group and repay Highcrest. The Trade X Group also agreed to decrease its operating expenses and adopt a more rigorous

and disciplined approach to its Vehicle acquisition and sales practices in order to improve margins.

55. As part of the 2022 Loan Restructuring, (a) Trade X Parent issued the Aimia Note in favour of Aimia and granted a security interest in all of its property—prior to the 2022 Loan Restructuring, Aimia was an unsecured creditor, (b) Wholesale Express and Trade X Parent entered into the Highcrest Loan and Security Agreement and pledged Trade X Parent's interests in 100% of the equity of Wholesale Express and the assets of Wholesale Express in favour of Highcrest, and (c) the Canadian Guarantors became parties to the Domestic Security and Global Security and granted security in all of their assets in favour of MBL.

56. On December 23, 2022, Aimia, Highcrest, MBL, the Borrowers (with the exception of Techlantic), TX Indiana, TX Canada and TX Parent entered into an amended and restated intercreditor agreement (as amended and restated, the “**Intercreditor Agreement**”). A copy of the Intercreditor Agreement is attached to my Affidavit as **Exhibit “P”**.

57. Pursuant to the terms of the Intercreditor Agreement, the parties agreed that Highcrest has a priority security interest Wholesale Express and its shares, MBL has a priority security interest over all of the assets of Trade X Parent and its subsidiaries (other than Wholesale Express and its shares) and Aimia subordinated its interest for so long as any obligations to Highcrest or MBL remain outstanding.

**G. THE BORROWERS DEFAULT ON THEIR OBLIGATIONS TO MBL**

58. On or about October 9, 2023, I first became aware that the Borrowers failed to deposit End Buyer Payments into the Collection Account, as required by the Credit Facilities and, instead, used such End Buyer Payments to fund the Trade X Group operations and working capital needs.

59. I understand that between June and September, 2023, the Borrowers and the Respondents diverted approximately US\$7 million of End Buyer Payments from the Lenders arising from Vehicle sales during this period. I understand that these were “collective decisions” taken by management of Trade X Parent, with the knowledge, approval and assistance of Ryan Davidson (former CEO and material shareholder), Eric Gosselin (CEO from June to November 2023), Brent Sawadsky (interim CFO), Lakshmi Suresh (Controller) and Eric van Essen (Manager for Techlantic), among other personnel.

60. Moreover, over the last several months, the Respondents have attempted to conceal this information from MBL, including, without limitation, by continuing to report the Vehicles as unsold on the borrowing base reports delivered to MBL, despite the fact such Vehicles had, in fact, been sold. When MBL inquired about the status of these Vehicles as part of regular collateral reporting on September 15, 2023, the Borrowers misrepresented to MBL that the applicable Vehicles had not been sold and requested additional Advances under the Global Facility, in part, on the basis of Vehicles it no longer owned. I believe these misrepresentations were made with the intent to avoid the required pay down of Advances that were made under the Credit Facilities.

61. As described in paragraphs 29 and 32 above, the Credit Facilities and the Security share the following features:

- (a) the Collateral securing the Credit Facilities is predominantly comprised of the Vehicles, the rights of the Respondents under the Purchase Agreements and accounts receivable under those agreements;
- (b) receivables for the Vehicles and other amounts payable by End Buyers are paid by the applicable Respondents into Collection Accounts over which MBL has security and which are subject to the DACAs; and
- (c) both Credit Facilities are on a borrowing base, with Vehicles serving as the primary Collateral for calculating the borrowing base. Vehicles do not get included in the borrowing base unless, among other things, the Borrower has deposited the End Buyer Payments for a Vehicle into the Collections Account within a prescribed period of time after the Vehicle has been delivered to the destination of the End Buyer.

62. As a result, there are a series of material defaults (the “**Defaults**”) arising from the intentional and wrongful diversion of the End Buyer Payments, which include the following:

- (a) The failure of the Borrowers to deposit the End Buyer Payments into the Collection Account or hold such amounts in trust (subsections 8.01(b)(i) and (ii) of the Credit Agreements);

- (b) Certain Financed Vehicles failing to qualify as “Eligible Assets” resulting in them being characterized “Ineligible Assets” due to, among other reasons, the Borrower’s failure to deposit the End Buyer Payments for such Vehicles into the Collection Account within the period prescribed under the Credit Agreements, as further described in paragraph 29(g) above (sections 2.01(d) and Article IX(c) of the Credit Agreements); and
- (c) The inability of the Borrower to deliver an accurate certification in respect of the borrowing base under the Credit Agreements owing to certain Vehicles failing to meet the definition of “Eligible Assets” (section 5.11(h) and Article IX(e) of the Credit Agreements).

63. The Defaults committed by the Borrowers trigger the obligations of TX Canada under the TX Canada Security and the obligations of the Canadian Guarantors under the Domestic Security and Global Security.

#### **H. MBL TOOK STEPS FOLLOWING THE DEFAULTS**

64. On October 13, 2023, MBL sent the Borrowers, TX Indiana and the Respondents notices of default and acceleration in respect of the Defaults. MBL advised that (a) the aggregate outstanding obligations under the Domestic Facility were US\$2,329,813.97, and (b) the aggregate outstanding obligations under the Global Facility were US\$17,858,401.20, in each case, as at October 13, 2023. Attached to my Affidavit as **Exhibits “Q”** and **“R”** are true copies of the notices of default and acceleration.



65. Subsequently, on October 16, 2023, MBL sent notices of activation to RBC under the DACAs. These notices of activation are attached to my Affidavit as **Exhibits “S”** through **“U”**.

66. The notices of activation notified RBC that they were to transfer all funds on deposit to a designated collections account over which MBL has control. Additionally, MBL sent a notice of exclusive control under each of the DACAs to SVB, pursuant to which MBL directed SVB to cease complying with instructions from the Borrowers (as applicable under each DACA). The notice of exclusive control sent to SVB is attached to my Affidavit as **Exhibit “V”**.

67. I am advised by MBL’s counsel at Davies Ward Phillips & Vineberg LLP (**“Davies”**) that, on November 11, 2023, Davies sent the Respondents notices of intention to enforce the Security under section 244 of the *Bankruptcy and Insolvency Act*. Copies of the section 244 notices are attached to my Affidavit as **Exhibits “W”** and **“X”**.

## **I. IT IS NECESSARY TO APPOINT A RECEIVER**

### **(i) Trade X Management Has Admitted to Wilful Diversion of Payments**

68. MBL has entirely lost confidence in the management of Trade X Parent and the other Respondents. Every level of Trade X Parent’s management, from the Chairman, CEO, CFO, controller and accountants have admitted to me, or other representatives of MBL, that they have been complicit in the wilful diversion of payments properly owed to the Lenders under the Credit Agreements. In my view, the management of the Trade X Group has displayed a cavalier attitude and blatant disregard toward the covenants in the

Credit Facilities and Security, and have wilfully breached said contracts to the material detriment of MBL and the Lenders.

**(ii) Trade X Group Has No Operating Capital and Has Effectively Ceased Operations**

69. I have reason to believe that the Trade X Group has run out of operating capital, and is unable to fund its operations. On November 4, 2023, Highcrest advised MBL that Ryan Davidson, Chairman, former CEO and a material shareholder of Trade X Parent, admitted that he used funds payable to the Lenders under the Credit Facilities to satisfy payroll obligations at the Trade X companies, including Trade X Parent and Techlantic. Mr. Davidson admitted the same to me when I later asked.

70. I have recently learned that most of Trade X Group's employees resigned from their employment, leaving only a skeletal crew of volunteers operating the business of the Trade X Group. Indeed, on November 15, 2023, Eric Gosselin, the CEO of Trade X Parent since June 2023 resigned with immediate effect.

71. In light of these events, on November 15, 2023, MBL retained FTI as a financial advisor to conduct an inspection of the books and records of the Respondents, which is permitted under the terms of the Credit Agreements. I am advised that FTI attended at the Mississauga Location on November 15, 2023 and found only two bookkeeping employees working and only two Vehicles on site. FTI advised me that in their view, the Trade X Group is not operating an active business in Canada.

72. On November 27, 2023, the landlord under the Trade X Group's lease of its Mississauga Location, VS Verwaltungs GmbH (the "**Landlord**") served the Trade X

Group with a Lease Default Notice, stating that the tenant, the Trade X Group, was in default of its obligations pursuant to its Lease Agreement. The Lease Default Notice states that the Trade X Group owes \$70,027.04 exclusive of all legal fees, disbursements and accrued and accruing interest in arrears to the Landlord. Attached to my Affidavit as **Exhibits “Y”** and **“Z”** are copies of the Lease Default Notice and the Landlord’s waiver in favour of MBL, respectively. The Lease Default Notice confirms MBL’s suspicions that the Trade X Group has been quietly shutting down its operations in Ontario.

73. The Trade X Group’s blatant and unacceptable disregard for MBL’s collateral and security interest continues unabated. On November 29, 2023, Eric van Essen, Manager of Techlantic, told me that the Trade X Group would be using their inbound funds to pay their “critical expenses” before repaying Lenders, which indicated to me that the Trade X Group intended to continue diverting funds payable to MBL to sustain their operations. Attached to my Affidavit as **Exhibit “AA”** is a copy of the email correspondence between Eric van Essen and myself.

**(iii) Collateral is at Risk of Dissipating Further**

74. In the circumstances, MBL has grave concerns about whether the Respondents are conducting any active business at all and whether there is any Collateral available to satisfy the Indebtedness. Given the complex nature of the intercompany payables, the online nature of the business and the fact that Vehicles are exported between jurisdictions with frequency, I have serious concerns that if there is Collateral available, it is at risk of further dissipating and again being improperly misappropriated and diverted.

75. The Defaults are uncured and remain ongoing and MBL holds a first ranking security interest over substantially all of the assets of the Respondents (other than TX Canada). As at November 30, 2023 the aggregate amount of the Indebtedness, inclusive of interest and principal is US\$15,256,504.16. Both the Domestic Security and the Global Security provide that during an “Event of Default” (as defined in Article IX of the Credit Agreements) MBL may enforce the Security and sell the Collateral pursuant to court-appointed receivership proceedings.

76. The appointment of a receiver is necessary on an urgent basis to determine the status of the Trade X Group’s operations in Canada, to preserve the remaining Collateral and to ensure adequate recovery on those assets. In light of the Defaults described above, the business and assets of the Respondents cannot be left in the hands of present management if the Collateral is to be preserved and further diversion and misappropriation is to be avoided.

77. To the extent there are still active business operations within the Trade X Group, FTI will provide the necessary oversight and controls to ensure an orderly liquidation of the Collateral. FTI has provided written consent to act as the Receiver in this proceeding, a copy of which will be attached to its pre-filing report.

#### **J. THE RECEIVER’S CHARGE**

78. MBL has agreed to a charge in favour of the Receiver, if appointed, and its counsel, as security for payment of their respective fees and disbursements, in each case at their standard rate and charges (the “**Receiver’s Charge**”). The Receiver’s Charge shall form

a first charge in priority to the claims of MBL as secured creditor. If appointed, the Receiver will also be empowered to borrow funds to finance the costs of the receivership.

#### **K. FUNDING OF THE RECEIVERSHIP**

79. It is contemplated that, if appointed, the Receiver will be empowered pursuant to the terms of the Court order appointing it (the “**Appointment Order**”) to borrow funds from MBL for the purposes of, among other things, funding the costs and disbursements of the receivership. A condition to the financing would be the granting of a charge in favour of MBL over the Collateral. This charge would rank behind the Receiver’s Charge.

80. Subject to the approval of the Court, it is proposed that any financing would be reflected in certificates substantially in the form attached to the draft Appointment Order.

#### **L. THE APPOINTMENT OF THE RECEIVER IS JUST AND CONVENIENT**

81. I believe that it is just and convenient for FTI to be appointed as Receiver on the terms set out in the proposed Appointment Order, particularly in circumstances where:

- (a) Trade X Parent and its senior management have admitted that they have intentionally and repeatedly misappropriated funds that are due and owing to the Lenders;
- (b) the Borrowers have repeatedly breached the terms of the Credit Agreements and the Defaults remain uncured;
- (c) the obligations of the Respondents are due and owing under the Security as result of the Defaults;

- (d) the Respondents have continually disregarded the interests of MBL as senior secured creditor and diverted funds from the Lenders;
- (e) the Trade X Group appear to have abandoned or materially downsized their business operations in Canada;
- (f) the Respondents were provided with the required notice of MBL's intention to enforce the Security under section 244 of the BIA and the 10-day period has lapsed; and
- (g) the Respondents have no other secured creditors, other than related parties, and Highcrest, who is aware of this Application.

82. This Affidavit is sworn in support of the application by MBL for the appointment of a receiver over the Collateral and for no other or improper purpose.

**SWORN** by Westin Lovy in the City of Stamford, in the State of Connecticut, remotely before me in the City of Toronto, Province of Ontario, on this 4<sup>th</sup> of December, 2023 in accordance with O. Reg. 431/20: Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits  
MAYA CHURILOV

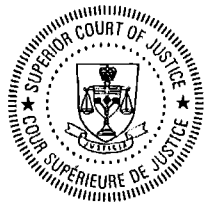


Westin Lovy

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**PROCEEDING COMMENCED AT  
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LLC

## **APPENDIX “C”**





Court File No. CV-23-00710413-00CL

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

THE HONOURABLE )  
JUSTICE PENNY )  
MONDAY, THE 11th  
DAY OF DECEMBER, 2023

**APPLICATION UNDER** Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Section 243 of the *Bankruptcy and Insolvency Act*, c. C.43, as amended,

BETWEEN:

**MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD  
SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE  
SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY  
LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY  
LENDING FUND (UMINN) LP)**

Applicant

and

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC.,  
TVAS INC., TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP  
INC., TRADE X LP FUND I, TRADE X CONTINENTAL INC., TX  
CAPITAL CORP., TECHLANTIC LTD. AND TX OPS CANADA  
CORPORATION**

Respondents

**ORDER**

**ON READING** the Applicant's Amended Notice of Application for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.

C.43, as amended (the "**CJA**") appointing FTI Consulting Canada Inc. as receiver and manager ("**FTI**" or the "**Information Officer**") without security, of substantially all of the assets and undertakings of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, and the affidavit of Westin Lovy sworn December 4, 2023 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, FTI, the Debtors and no one appearing although duly served, and on reading the consent of FTI to act as Information Officer,

**AND GIVEN** the request made by the Debtors to adjourn and postpone the hearing of the Application until December 22, 2023,

**AND GIVEN** the inherent jurisdiction of the Superior Court of Justice to grant an interlocutory injunction or a mandatory order,

**AND GIVEN** the provisions of the BIA and CJA,

#### **ADJOURNMENT OF THE APPLICATION**

1. **THIS COURT ORDERS** that the hearing on the Application is hereby adjourned and postponed until December 22, 2023 (the "**Postponed Hearing**"), at which time the Application shall be returnable before the Court, at a time and by videoconference to be announced by the Court and communicated to the parties.

2. **THIS COURT ORDERS** that any interested party wishing to object to any relief sought in the Applicant's Application shall be entitled to do so at the Postponed Hearing, provided that such party serves to the Applicant's counsels, and to all other parties, a detailed written response stating the nature and grounds of such objection by no later than 1 p.m. on December 21, 2023.

## STAY OF PROCEEDINGS AGAINST THE DEBTORS AND THE PROPERTY

3. **THIS COURT ORDERS** that, until the date of the Postponed Hearing or such later date as the Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Debtors, or affecting the Debtors’ business operations and activities (the “**Business**”) or the Property (defined below), except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property, including all rights of His Majesty in right of Canada and His Majesty in right of a Province, are hereby stayed and suspended pending further order of this Court, with the exception of the proceedings commenced against the Debtors’ affiliate, 13517985 Canada Inc. (“**Wholesale Express**”) by Highcrest Lending Corporation (“**Highcrest**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, C-36, in the Commercial Division of the Superior Court of Quebec on November 22, 2023.

4. **THIS COURT ORDERS** that during the Stay Period, and subject to, *inter alia*, section 101 of the CJA, all rights and remedies of any individual, natural person, firm, corporation, partnership, limited liability corporation, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.

5. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Information Officer , or with leave of this Court.

6. **THIS COURT ORDERS** that during the Stay Period and subject to paragraph 8 hereof, all Persons having verbal or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and services, including without limitation all

computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation utility or other goods or services made available to the Debtors, are hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of the Order are paid by the Debtors, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, with the consent of the Information Officer, or as may be ordered by this Court.

7. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtors on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order to make further advance of money or otherwise extend any credit to the Debtors.

8. **THIS COURT ORDERS** that, without limiting the generality of the foregoing, cash or cash equivalents placed on deposit by the Debtors with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of the Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by the Debtors and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into the Debtors' accounts until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

9. **THIS COURT ORDERS** that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, guarantee or bond (the "**Issuing Party**") at the request of the Debtors shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the date of the Order, provided that all conditions under such letters, guarantees and bonds are met save and except for defaults resulting from this Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid

10. **THIS COURT ORDERS** that notwithstanding the stay of proceedings ordered herein, the Debtors, with the prior approval of the Information Officer, shall be entitled but not obligated to pay amounts owing, either prior to or after the date of this Order, for goods or services actually supplied to the Debtors or any other expenses incurred in the ordinary course of business, if, in the opinion of the Information Officer, such payments are essential to the business and ongoing operations of the Debtors.

#### **APPOINTMENT OF INFORMATION OFFICER**

11. **THIS COURT ORDERS** that until the Postponed Hearing, FTI shall be appointed to act as Information Officer (the "**Information Officer**") of all of the following property (collectively, the "**Property**"):

- (a) The assets, undertakings and properties of the Debtors (other than Trade X Group of Companies Inc. ("Trade X Parent")) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof; and
- (b) The assets, undertakings and properties of Trade X Parent (other than the shares of 13517985 Canada Inc.) acquired for, or used in relation to a business carried on by Trade X Parent, including all proceeds thereof.

12. **THIS COURT ORDERS** that the Information Officer is hereby empowered and authorized, not obligated, to do any of the following where the Information Officer considers it necessary or desirable:

- (a) To review and approve the receipts and disbursements of the Debtors, in consultation with the Applicant;
- (b) To monitor the Debtors' business and all transactions in connection therewith;
- (c) To obtain and review information with respect to the bank accounts of the Debtors (including all transaction activity), and the banks and/or financial institutions which maintain the Debtors' bank accounts are hereby directed to promptly provide any and all such information at the request of the Information Officer and/or its representatives;
- (d) To provide a written report to the Court at the Postponed Hearing on all matters relating to the Debtors, their businesses and their Property and any potential transaction;
- (e) To provide a written report to the Applicant, Aimia Inc. and to any other interested party as the Information Officer deems appropriate;
- (f) To take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

13. **THIS COURT ORDERS** that the Debtors and all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, direct or indirect, and any of their affiliates, and all other persons acting on the Debtors' instructions or on their behalf shall cooperate with and provide the Information Officer with such assistance as required to allow the Information Officer to perform its duties as set out in paragraph 11 above.

14. **THIS COURT ORDERS** that during the Stay Period, there shall be no intercompany transactions, including transfers of funds between the Debtors and any of their direct or indirect shareholders or affiliates, except with the written consent of the Information Officer.

15. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against the Information Officer except with the written consent of the Information Officer or with leave of the Court.

16. **THIS COURT ORDERS** that the Information Officer shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, whether common law, statutory, environmental or otherwise, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Information Officer under the BIA, including, without limitation, section 14.06 thereof, or under any other applicable legislation.

17. **THIS COURT ORDERS**, for greater certainty, that none of the orders set forth herein shall be deemed to create an obligation upon the Information Officer to take possession, control or otherwise manage the Property, or any portion thereof, and the Information Officer shall not be presumed to be in possession of same.

18. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in connection with this Order and the exercise of its powers and duties hereunder.

19. **THIS COURT ORDERS** the Debtors to pay the Information Officer's and its Counsel's fees and costs related to the Information Officer's appointment upon receipt of their bill.

20. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting either as a receiver, monitor or trustee in bankruptcy of the Debtors.







Applicant

-and-

TRADE X GROUP OF COMPANIES INC. et al.  
Respondents

Court File No./N° du dossier du greffe : CV-23-00710413-00CL

Court File No. CV-23-00710413-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

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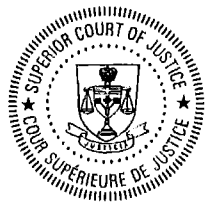
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Lawyers for the Applicant, MBL Administrative Agent II LLC

## **APPENDIX “D”**



Court File No. CV-23-00710413-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

THE HONOURABLE )  
JUSTICE CAVANAGH )  
FRIDAY, THE 22nd  
DAY OF DECEMBER, 2023

**APPLICATION UNDER** Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Section 243 of the *Bankruptcy and Insolvency Act*, c. C.43, as amended,

BETWEEN:

**MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY LENDING FUND (UMINN) LP)**

Applicant

and

**TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC., TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX OPS CANADA CORPORATION**

Respondents

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the

"BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing FTI Consulting Canada Inc. as receiver and manager (the "Receiver") without security, of substantially all of the assets and undertakings of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day via videoconference.

**ON READING** the affidavit of Westin Lovy sworn December 4, 2023 and the Exhibits thereto, the supplementary affidavit of Westin Lovy sworn December 8, 2023 and the Exhibit thereto, the second supplementary affidavit of Westin Lovy sworn December 21, 2023 and the Exhibits thereto, the Endorsement of Justice Penny dated December 11, 2023, the Interim Order of this Court dated December 11, 2023, and the consent of FTI to act as the Receiver.

**ON HEARING** the submissions of counsel for the Applicant, counsel for FTI as proposed receiver, counsel for the Debtors, and counsel for Aimia Inc., and being advised that this Application is on consent of the Debtors, and on consent of Aimia Inc. on the condition that the shares of 13517985 Canada Inc. are not included in the Property over which the Receiver is appointed, and with counsel for Highcrest Lending Inc. having appeared before this Court and not opposed to this Application.

## **SERVICE**

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

## APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, FTI Consulting Canada Inc. is hereby appointed Receiver, without security, of all of the following property (collectively, the "**Property**"):

- (a) the assets, undertakings and properties of the Debtors (other than Trade X Group of Companies Inc. ("**Trade X Parent**") and TX OPS Canada Corporation ("**TX Canada**")) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof;
- (b) the assets, undertakings and properties of Trade X Parent (other than the shares of 13517985 Canada Inc.) acquired for, or used in relation to a business carried on by Trade X Parent, including all proceeds thereof; and
- (c) certain assets, undertakings and properties of TX Canada defined as the TX Canada Collateral in the Affidavit of Westin Lovy sworn December 4, 2023.

## RECEIVER'S POWERS

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

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

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to obtain and review information with respect to each of the bank accounts of each of the Debtors, including, but not limited to, bank accounts with the financial institutions set out in Schedule "B" (the

**“Bank Accounts”**), which includes all transaction activity, and, without limiting the generality of the other provisions of this Order, to take possession of, exercise control over, and withdraw or otherwise transfer amounts from the Bank Accounts, and each of the banks and/or financial institutions which maintain any Bank Accounts are hereby directed to promptly provide any and all such information, and otherwise cooperate with the Receiver with regards to the foregoing, at the request of the Receiver and/or its representatives;

- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction provided that the aggregate consideration for all such transactions does not exceed \$50,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals



thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes,

computer disks, or other data storage media or cloud-based storage containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic or cloud-based system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to

observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, including, without limitation, set-off rights, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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

Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

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

## **PIPEDA**

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

## LIMITATION ON ENVIRONMENTAL LIABILITIES

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

## LIMITATION ON THE RECEIVER'S LIABILITY

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

## RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

#### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies (each, a "**Loan**") from time to time as it may consider necessary or desirable, provided that the aggregate outstanding principal amount of all of the Loans does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures.

The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the Loans, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case



Website shall be established in accordance with the Protocol with the following URL <https://ontariocourts.caselines.com/Case/Details?caseKey=34e91e5ee4f444be8cabe9a6507ad889>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

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

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

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

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

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

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



Digitally signed by  
Mr. Justice  
Cavanagh

## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver (the "Receiver") of the assets, undertakings and properties Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ■ day of December, 2023 (the "Order") made in an action having Court file number CV-23-00710413-00-CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FTI Consulting Canada Inc., solely in its  
capacity as Receiver of the Property, and  
not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE "B"**

### **BANK ACCOUNTS AND FINANCIAL INSTITUTIONS**

In the course of its duties as Information Officer pursuant to the Order of Justice Penny dated December 11, 2023, FTI has discovered that the Respondents hold bank accounts with various financial institutions including, without limitation, the below listed banks, which do not comprise an exhaustive list, as FTI may discover additional financial institutions in the course of executing its duties as Receiver:

1. Royal Bank of Canada;
2. Silicon Valley Bank;
3. TD Bank;
4. National Bank of Canada;
5. China Minsheng Bank;
6. Commerzbank;
7. Standard Chartered Bank;
8. Zenith Bank;
9. Guaranty Trust Bank;
10. Banco Bilbao Vizcaya Argentaria;
11. Banreservas; and
12. Itaú Bank.

Applicant

-and- Court File No./N° du dossier du greffe : CV-23-00710413-00CL  
TRADE X GROUP OF COMPANIES INC. et al.  
Respondents

Court File No. CV-23-00710413-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**DAVIES WARD PHILLIPS & VINEBERG LLP**  
155 Wellington Street West  
Toronto ON M5V 3J7

**Natasha MacParland** (LSO #42383G)  
Email: NMacParland@dwpv.com  
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**Natalie Renner** (LSO# 55954A)  
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Tel: 416.367.7508

Tel: 416.863.0900  
Fax: 416.863.0871

Lawyers for the Applicant, MBL Administrative Agent II LLC

## **APPENDIX “E”**

**From:** [Eric van Essen](#)  
**To:** [Westin Lovy](#)  
**Cc:** [Michael Grosso](#); [Stefan Wolf](#)  
**Subject:** Global Funding Request  
**Date:** Friday, February 10, 2023 2:06:07 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Hi Wes,

Is there anything I can do or track down to help move the last global funding request forwards?

As mentioned in our call, the 25 RAMs on the Techlantic portion of the request are half of a 50 RAM project as we only had enough funds in our purchasing company to purchase half of them and we hope to get your support to fund this first half so to free up the capital for the second half. It is a very good project for Techlantic with one of our most reliable suppliers and clients and your support is very much appreciated.

Also, I wanted to inform you that I officially accepted the position today at TradeX that will oversee the internal processes related to funding and will be in the office on Monday starting this new position. I know there are still some assets that are not ideal with the unfortunate last 6 months, but please rest assured that converting these assets to cash to repay the global line for them is one of top priorities that we are all working on.

If you are available, I would like to have a planning call on Wednesday next week to make sure I fully understand all the reporting requirements, timeframes for these commitments, as well as any other frustrations so I can focus on addressing them this month. I'm free on the 15<sup>th</sup> any time after 11am.

Thank you!

***Eric van Essen***

***Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1***

*Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182*

[www.techlantic.com](http://www.techlantic.com)



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## **APPENDIX “F”**

# Documents Provided on Behalf of 1309767 Ontario Ltd. and 2601658 Ontario Ltd.

Re: Receivership of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation



Alexis Beale | [abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)  
Rosemount Law Professional Corporation  
150 King Street West, Suite 200  
Toronto, ON M5H 1J9  
(647) 692-0222

<b>Index</b>						
<b>A.</b>	<b>Invoices</b>					
	<b>Invoice</b>	<b>Date</b>	<b>P.O. #</b>	<b>Invoice From</b>	<b>Subtotal</b>	<b>Total</b>
<b>1.</b>	919	09-Aug-2022	S22395	1309767 Ontario Ltd.	\$29,650.00	\$33,617.50
<b>2.</b>	920	10-Aug-2022	S22400	1309767 Ontario Ltd.	\$128,293.00	\$145,084.09
<b>3.</b>	940C	15-Aug-2022	S22430	1309767 Ontario Ltd.	\$29,560.00	\$33,515.80
<b>4.</b>	940A	15-Aug-2022	S22428	1309767 Ontario Ltd.	\$27,965.00	\$31,600.45
<b>5.</b>	940B	15-Aug-2022	S22429	1309767 Ontario Ltd.	\$28,356.00	\$32,042.28
<b>6.</b>	954	16-Aug-2022	S22534	1309767 Ontario Ltd.	\$40,000.00	\$45,200.00
<b>7.</b>	945	26-Aug-2022	S22547	1309767 Ontario Ltd.	\$39,450.00	\$44,578.50
<b>8.</b>	948A	29-Aug-2022	S22552	1309767 Ontario Ltd.	\$29,250.00	\$33,165.50
<b>9.</b>	948B	30-Aug-2022	S22561	1309767 Ontario Ltd.	\$38,149.00	\$43,221.37
<b>10.</b>	959	31-Aug-2022	S22556	1309767 Ontario Ltd.	\$42,550.00	\$48,081.50
<b>11.</b>	949	31-Aug-2022	S22531	1309767 Ontario Ltd.	\$31,548.00	\$35,649.24
<b>12.</b>	961D	01-Sep-2022	S22587	1309767 Ontario Ltd.	\$61,050.00	\$68,986.50
<b>13.</b>	961C	01-Sep-2022	S22585	1309767 Ontario Ltd.	\$45,689.00	\$51,628.57
<b>14.</b>	961B	01-Sep-2022	S22583	1309767 Ontario Ltd.	\$38,149.00	\$43,221.37
<b>15.</b>	961A	01-Sep-2022	S22582	1309767 Ontario Ltd.	\$54,850.00	\$61,980.50
<b>16.</b>	961E	01-Sep-2022	S22588	1309767 Ontario Ltd.	\$61,050.00	\$68,986.50
<b>17.</b>	962E	01-Sep-2022	S22593	1309767 Ontario Ltd.	\$58,850.00	\$66,500.50
<b>18.</b>	962C	01-Sep-2022	S22584	1309767 Ontario Ltd.	\$38,350.00	\$43,335.50
<b>19.</b>	962I	02-Sep-2022	S22612	1309767 Ontario Ltd.	\$55,872.00	\$63,248.36

20.	962J	02-Sep-2022	S22614	1309767 Ontario Ltd.	\$51,250.00	\$58,025.50
21.	962G	02-Sep-2022	S22610	1309767 Ontario Ltd.	\$43,172.00	\$48,897.36
22.	962F	02-Sep-2022	S22609	1309767 Ontario Ltd.	\$43,350.00	\$48,985.50
23.	962D	02-Sep-2022	S22589	1309767 Ontario Ltd.	\$149,250.00	\$168,765.50
24.	962B	02-Sep-2022	S22581	1309767 Ontario Ltd.	\$35,350.00	\$39,945.50
25.	962A	02-Sep-2022	S22580	1309767 Ontario Ltd.	\$40,845.00	\$46,154.85
26.	962H	02-Sep-2022	S22611	1309767 Ontario Ltd.	\$51,350.00	\$58,025.50
27.	185A	07-Sep-2022	S22621	2601658 Ontario Ltd.	\$29,250.00	\$33,052.50
28.	185B	07-Sep-2022	S22622	2601658 Ontario Ltd.	\$41,858.00	\$47,299.54
29.	186A	07-Sep-2022	S22586	2601658 Ontario Ltd.	\$42,100.00	\$47,573.00
30.	186B	08-Sep-2022	S22602	2601658 Ontario Ltd.	\$42,850.00	\$48,420.50
31.	186C	08-Sep-2022	S22604	2601658 Ontario Ltd.	\$42,850.00	\$48,420.50
32.	186D	08-Sep-2022	S22605	2601658 Ontario Ltd.	\$47,149.00	\$53,278.37
33.	186E	08-Sep-2022	S22607	2601658 Ontario Ltd.	\$28,253.00	\$32,038.89
34.	186F	08-Sep-2022	S22608	2601658 Ontario Ltd.	\$42,850.00	\$48,420.50
35.	199	15-Sep-2022	S22613	2601658 Ontario Ltd.	\$44,549.00	\$50,340.37
36.	191	21-Sep-2022	S22599	2601658 Ontario Ltd.	\$36,449.00	\$41,300.37
37.	186F	08-Sep-2022	S22608	2601658 Ontario Ltd.	\$42,850.00	\$48,420.50
38.	186E	08-Sep-2022	S22607	2601658 Ontario Ltd.	\$28,253.00	\$32,038.89
<b>B.</b>	Irrevocable Letter of Direction - Proceeds of Sale of Wholesale Express dated January 30, 2023					
<b>C.</b>	Email from W. van Essen dated January 2, 2024 and attachment					

# Tab A - Invoices

1309767 Ontario Ltd.  
 1467 Otis Avenue  
 Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
09-Aug-2022	919

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22395	Upon Receipt

Description	Amount
S22395 KMHLM4AGXNU355774	29,650.00
NEW 2022 HYUNDAI ELANTRA	
Air Tax for KMHLM4AGXNU355774	100.00
<b>Subtotal</b> \$29,750.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	3,867.50
Total Tax	3,867.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$33,617.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
10-Aug-2022	920

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22400	Upon Receipt

Description	Amount
S22400 1GYS4GKT3NR276649	128,293.00
2022 CADILLAC ESCALADE	
Air Tax for 1GYS4GKT3NR276649	100.00
<b>Subtotal</b> \$128,393.00	

### Sales Tax Summary

HST (ON)@13.0%	16,691.09
Total Tax	16,691.09

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GST/HST No. 870846862

<b>Balance Due</b>	\$145,084.09
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
15-Aug-2022	940C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22430	Upon Receipt

Description	Amount
S22430 KMHLM4AG0NU319642 2022 HYUNDAI ELANTRA	29,560.00
Air Tax for KMHLM4AG0NU319642	100.00
<b>Subtotal</b> \$ 29,660.00	

### Sales Tax Summary

HST (ON)@13.0%	3,855.80
Total Tax	3,855.80

GST/HST No. 870846862

**Balance Due** \$33,515.80

# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
15-Aug-2022	940

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22428	Upon Receipt

Description	Amount
S22428 KMHLM4AG8NU308680 HYUNDAI ELANTRA	27,965.00
Air Tax for KMHLM4AG8NU308680	100.00
<b>Subtotal</b>	<b>\$27,965.00</b>

### Sales Tax Summary

HST (ON)@13.0%	3,635.45
Total Tax	3,635.45

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GST/HST No. 870846862

<b>Balance Due</b>	<b>\$31,600.45</b>
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
 1467 Otis Avenue  
 Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
15-Aug-2022	940B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22429	Upon Receipt

Description	Amount
S22429 KMHLM4AG4NU247344 2022 HYUNDAI ELANTRA	28,256.00
Air Tax for KMHLM4AG0NU319642	100.00
<b>Subtotal</b> \$ 28,356.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	3,686.28
Total Tax	3,686.28

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GST/HST No. 870846862

<b>Balance Due</b>	\$32,042.28
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
26-Aug-2022	945

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22547	Upon Receipt

Description	Amount
S22547 KNDPNCAC8N7020229 2022 KIA SPORTAGE EX PREMIUM	39,450.00
<b>Subtotal</b> \$ 39,450.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,128.50
Total Tax	5,128.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$44,578.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
29-Aug-2022	948A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

Type text here

P.O. No.	Terms
S22552	Upon Receipt

Description	Amount
S22552 KM8K12AB7PU938030	29,250.00
2023 HYUNDAI KONA	
Air Tax for KM8K12AB7PU938030	100.00
<b>Subtotal</b> \$ 29,350.00	

### Sales Tax Summary

HST (ON)@13.0%	3,815.50
Total Tax	3,815.50

GST/HST No. 870846862

**Balance Due** \$33,165.50

# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

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## Force Majeure and Delay

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## Duties and Taxes

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## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
 1467 Otis Avenue  
 Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
30-Aug-2022	948B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22561	Upon Receipt

Description	Amount
S22561 4T1G11AK4PU719994	38,149.00
2023 TOYOTA CAMRY SE	
Air Tax for 4T1G11AK4PU719994	100.00
<b>Subtotal</b> \$ 38,249.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	4,972.37
Total Tax	4,972.37

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GST/HST No. 870846862

<b>Balance Due</b>	\$43,221.37
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
16-Aug-2022	954A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22534	Upon Receipt

Description	Amount
S22534 1FTEW1EP2KKE01041 2019 FORD F150 XLT 301A SPORT	40,000.00
<b>Subtotal</b> \$ 40,000.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,200.00
Total Tax	5,200.00

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GST/HST No. 870846862

<b>Balance Due</b>	\$45,200.00
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

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## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
31-Aug-2022	949

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22531	Upon Receipt

Description	Amount
S22531 3GKALVEX1LL163525 2020 GMC TERRAIN 4X4 SLT 4DR SUV	31,548.00
<b>Subtotal</b> \$ 31,548.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	4,101.24
Total Tax	4,101.24

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GST/HST No. 870846862

<b>Balance Due</b>	\$35,649.24
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

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## Duties and Taxes

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## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
31-Aug-2022	959

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22556	Upon Receipt

Description	Amount
S22556 3PCAJ5M35LF100622 2020 INFINITY QX50	42,550.00
<b>Subtotal</b> \$ 42,550.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,531.50
Total Tax	5,531.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$48,081.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	961D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22587	Upon Receipt

Description	Amount
S22587 1C6SRFLTXMN627361 2021 RAM 1500 REBEL CREWCAB	61,050.00
<b>Subtotal</b> \$ 61,050.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	7,936.50
Total Tax	7,936.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$68,986.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	961B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22583	Upon Receipt

Description	Amount
S22583 4T1G11AK0PU077239 2023 TOYOTA CAMRY SE	38,149.00
Air Tax FOR 4T1G11AK0PU077239	100.00
<b>Subtotal</b>	<b>\$ 38,249.00</b>

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	4,972.37
Total Tax	4,972.37

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GST/HST No. 870846862

<b>Balance Due</b>	<b>\$43,221.37</b>
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	961A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22582	Upon Receipt

Description	Amount
S22582 JN1FV7DR9MM880629 2021 INFINITY Q50	54,850.00
<b>Subtotal</b> \$ 54,850.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	7,130.50
Total Tax	7,130.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$61,980.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	961C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22585	Upon Receipt

Description	Amount
S22585 JM3TCBDY2M0454442 2021 MAZDA CX-9 KURO EDITION	45,689.00
<b>Subtotal</b> \$ 45,689.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,939.57
Total Tax	5,939.57

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GST/HST No. 870846862

<b>Balance Due</b>	\$51,628.57
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	961E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22588	Upon Receipt

Description	Amount
S22588 1C6SRFLT2MN692771	61,050.00
2021 RAM 1500 REBEL CREWCAB	
<b>Subtotal</b> \$ 61,050.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	7,936.50
Total Tax	7,936.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$68,986.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	962E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22593	Upon Receipt

Description	Amount
S22593 1C6SRFLT4MN681657	58,850.00
2021 RAM 1500 REBEL CREWCAB	
<b>Subtotal</b> \$ 58,850.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	7,650.50
Total Tax	7,650.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$66,500.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
01-Sep-2022	962C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22584	Upon Receipt

Description	Amount
S22584 3PCAJ5M39LF105600 2020 INFINITY QX50	38,350.00
<b>Subtotal</b> \$ 38,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	4,985.50
Total Tax	4,985.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$43,335.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Force Majeure and Delay

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## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
 1467 Otis Avenue  
 Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962I

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22612	Upon Receipt

Description	Amount
S22612 5XYP5DHC7NG305423	55,872.00
2022 KIA TELLURIDE	
Air Tax For 5XYP5DHC7NG305423	100.00
<b>Subtotal</b> \$ 55,972.00	

### Sales Tax Summary

HST (ON)@13.0% 7,276.36  
 Total Tax 7,276.36

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GST/HST No. 870846862

<b>Balance Due</b>	\$63,248.36
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962J

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22614	Upon Receipt

Description	Amount
S22614 5XYRKDLF6NG139656	51,250.00
2022 KIA SORENTO	
Air Tax For 5XYRKDLF6NG139656	100.00
<b>Subtotal</b> \$ 51,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	6,675.50
Total Tax	6,675.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$58,025.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962G

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22610	Upon Receipt

Description	Amount
S22610 KNDNB5H34P6220616	43,172.00
2023 KIA CARNIVAL	
Air Tax For KNDNB5H34P6220616	100.00
<b>Subtotal</b> \$ 43,272.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,625.36
Total Tax	5,625.36

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GST/HST No. 870846862

<b>Balance Due</b>	\$48,897.36
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962F

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22609	Upon Receipt

Description	Amount
S22609 1C4HJXDG9MW634071  2021 JEEP WRANGLER	43,350.00
<b>Subtotal</b> \$ 43,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,635.50
Total Tax	5,635.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$48,985.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.

1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22589	Upon Receipt

Description	Amount
S22589 1GYS4GKLXPR115749	149,250.00
2023 CADILLAC ESCALADE SPORT PLATINUM	
Air Tax For 1GYS4GKLXPR115749	100.00
<b>Subtotal</b> \$ 149,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	19,415.50
Total Tax	19,415.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$168,765.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22581	Upon Receipt

Description	Amount
S22581 4T1K61AK9LU318091 2020 TOYOTA CAMRY XSE	35,350.00
<b>Subtotal</b> \$ 35,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	4,595.50
Total Tax	4,595.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$39,945.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22580	Upon Receipt

Description	Amount
S22580 3PCAJ5M31LF101282 2020 INFINITY QX50	40,845.00
<b>Subtotal</b> \$ 40,845.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,309.85
Total Tax	5,309.85

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GST/HST No. 870846862

<b>Balance Due</b>	\$46,154.85
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



1309767 Ontario Ltd.  
1467 Otis Avenue  
Mississauga, ON L5C 2R7

# Invoice

Date	Invoice #
02-Sep-2022	962H

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22611	Upon Receipt

Description	Amount
S22611 5XYRKDLF0NG139569	51,250.00
2022 KIA SORENTO	
Air Tax For 5XYRKDLF0NG139569	100.00
<b>Subtotal</b> \$ 51,350.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	6,675.50
Total Tax	6,675.50

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GST/HST No. 870846862

<b>Balance Due</b>	\$58,025.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
07-Sep-2022	185A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22621	Upon Receipt

Description	Amount
S22621 1C4SDJET5GC446739  2016 DODGE DURANGO CITADEL	29,250.00
<b>Subtotal</b> \$ 29,250.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	3,802.50
Total Tax	3,802.50

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GST/HST No. 789464286

<b>Balance Due</b>	\$33,052.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
07-Sep-2022	185B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22622	Upon Receipt

Description	Amount
S22622 1G6DS5RK5L0144003 2020 CADILLAC CT5 LUXURY	41,858.00
<b>Subtotal</b> \$ 41,858.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,441.54
Total Tax	5,441.54

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GST/HST No. 789464286

<b>Balance Due</b>	\$47,299.54
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

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## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
07-Sep-2022	186A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22586	Upon Receipt

Description	Amount
S22586 3PCAJ5M3XLF103404 2020 INFINITY QX50 ESSENTIAL	42,100.00
<b>Subtotal</b> \$ 42,100.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,473.00
Total Tax	5,473.00

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GST/HST No. 789464286

<b>Balance Due</b>	\$47,573.00
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
08-Sep-2022	186B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22602	Upon Receipt

Description	Amount
S22602 3PCAJ5M39LF115236 2020 INFINITY QX50	42,850.00
<b>Subtotal</b> \$ 42,850.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,570.50
Total Tax	5,570.50

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GST/HST No. 789464286

<b>Balance Due</b>	\$48,420.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
08-Sep-2022	186C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22604	Upon Receipt

Description	Amount
S22604 JTJJARDZ0L2220212  2020 LEXUS NX300	42,850.00
<b>Subtotal</b> \$ 42,850.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,570.50
Total Tax	5,570.50

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GST/HST No. 789464286

<b>Balance Due</b>	\$48,420.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
08-Sep-2022	186D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22605	Upon Receipt

Description	Amount
S22605 1GCUYDED8MZ234160	47,149.00
2021 CHEVROLET SILVERADO	
<b>Subtotal</b> \$ 47,149.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	6,129.37
Total Tax	6,129.37

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GST/HST No. 789464286

<b>Balance Due</b>	\$53,278.37
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
08-Sep-2022	186E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22607	Upon Receipt

Description	Amount
S22607 1G1ZG5ST3NF193071	28,253.00
2022 CHEVROLET MALIBU	
Air Tax for 1G1ZG5ST3NF193071	100.00
<b>Subtotal</b> \$ 28,353.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	3,685.89
Total Tax	3,685.89

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GST/HST No. 789464286

<b>Balance Due</b>	\$32,038.89
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

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## Force Majeure and Delay

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## Duties and Taxes

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## Applicable Law

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2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
08-Sep-2022	186F

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22608	Upon Receipt

Description	Amount
S22608 3PCAJ5M33LF102241 2020 INFINITY QX50	42,850.00
<b>Subtotal</b> \$ 42,850.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,570.50
Total Tax	5,570.50

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GST/HST No. 789464286

<b>Balance Due</b>	\$48,420.50
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

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## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
15-Sep-2022	199

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22613	Upon Receipt

Description	Amount
S22613 JTJSARDZ8L5018401  2020 LEXUS NX300	44,549.00
<b>Subtotal</b> \$ 44,549.00	

<b>Sales Tax Summary</b>	
HST (ON)@13.0%	5,791.37
Total Tax	5,791.37

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GST/HST No. 789464286

<b>Balance Due</b>	\$50,340.37
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# Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street  
Kitchener, ON  
N2H 4B4

# Invoice

Date	Invoice #
21-Sep-2022	191

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22599	Upon Receipt

Description	Amount
S22599 3GKALMEV1NL304427	36,449.00
2022 GMC TERRAIN	
Air Tax for 3GKALMEV1NL304427	100.00
<b>Subtotal</b> \$ 36,549.00	

### Sales Tax Summary

HST (ON)@13.0% 4,751.37  
Total Tax 4,751.37

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GST/HST No. 789464286

<b>Balance Due</b>	\$41,300.37
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# Conditions of Sale

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## **APPENDIX “G”**



Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23943 Inv1189	Price
2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK) VIN: 4JGFB5KBXRB025775 Odometer: 50 KM	CA\$ 122,642.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,642.00  
**We received 13,440 CAD on Sep 13, 2023, the balance outstanding is 109,202 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature





# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

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## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23835 Inv1168****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BLACK)  
VIN: 4JGFF5KE1PA973760 Odometer: 93 KM

CA\$ 161,340.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 161,340.00  
**We received 18,240 CAD on Aug 16, 2023, the balance outstanding is 143,100 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

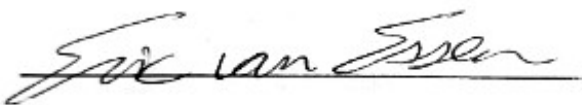
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

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## Liens and Encumbrances

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## Applicable Law

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Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23849 Inv1177	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE1PB021786 Odometer: 61 KM	CA\$ 163,018.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 163,018.00  
We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 145,258 CAD

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

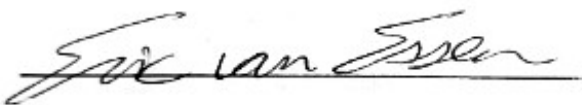
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

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Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23850 Inv1174****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN)  
VIN: 4JGFF5KE4PB023497 Odometer: 48 KM

CA\$ 163,018.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 163,018.00  
**We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 145,258 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

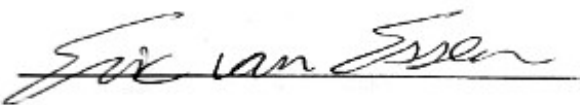
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

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Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

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Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23862 Inv1175 Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB7RB032375 Odometer: 42 KM CA\$ 122,021.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,021.00  
**We received 13,224 CAD on Sep 11, 2023, the balance outstanding is 108,797 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.





Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23863 Inv1176 Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB9RB007915 Odometer: 50 KM CA\$ 122,888.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,888.00  
**We received 13,320 CAD on Sep 11, 2023, the balance outstanding is 109,568 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.







Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23864 Inv1178	Price
2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BROWN) VIN: 4JGFB5KB3RB017808 Odometer: 48 KM	CA\$ 123,105.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 123,105.00  
**We received 13,344 CAD on Sep 11, 2023, the balance outstanding is 109,761 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.





Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23865 Inv1172	Price
2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK) VIN: 4JGFB5KB8RB017822 Odometer: 42 KM	CA\$ 119,635.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 119,635.00  
**We received 12,960 CAD on Sep 11, 2023, the balance outstanding is 106,675 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.





Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23877 Inv1179**

**Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BROWN)  
VIN: 4JGFB5KB3RB017792 Odometer: 56 KM

CA\$ 124,564.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 124,564.00  
**We received 13,440 CAD on Sep 11, 2023, the balance outstanding is 111,124 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature





# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

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Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001  
Dealer Reg.#: 4782181

**Techlantic Ltd.**  
700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**  
**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23878 Inv1180	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE5PB010225 Odometer: 55.1 KM	CA\$ 157,160.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 157,160.00  
**We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 139,400 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
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[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23879 Inv1171****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN)  
VIN: 4JGFF5KE3PB023524 Odometer: 70 KM

CA\$ 168,159.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 168,159.00  
**We received 18,240 CAD on Sep 11, 2023, the balance outstanding is 149,919 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

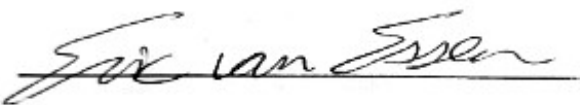
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.







Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23897 Inv1173	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE3PB023538 Odometer: 77 KM	CA\$ 158,205.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 158,205.00  
**We received 17,880 CAD on Sep 11, 2023, the balance outstanding is 140,325 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23898 Inv1181****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN)  
VIN: 4JGFF5KE7PA982429 Odometer: 77 KM

CA\$ 161,340.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 161,340.00  
**We received 18,240 CAD on Sep 11, 2023, the balance outstanding is 143,100 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

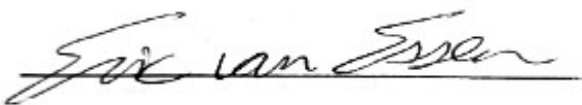
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23942 Inv1188****Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB6RB025787 Odometer: 39 KM

CA\$ 122,642.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,642.00  
**We received 13,440 CAD on Sep 13, 2023, the balance outstanding is 109,202 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

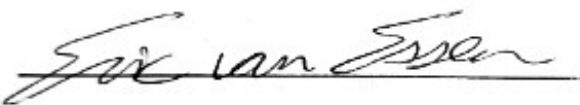
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

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## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



## **APPENDIX “H”**

Deal #	Deal Number	Technatic Ltd.	Franchise No.	Model Year	Make	Model	Trim	VIN	RI Location / Bill of Lading	Registered Importer / In Transit	A		B				Lesser of A & B	
											MMR/ Wholesale Value/ MSRP USD	90% of MMR/Wholesale Value/MSRP (USD)	Purchase Amount USD	Fees USD	Export Fees USD	Deposit USD	Purchase Price Less Fees, Export and Down Payment USD	Borrowing Base Value
2.174	S23833	TX OPS GLOBAL FUNDING L.LLC	MGT054	2023		GL4450	HMATIC	4JGFF5KE1P8073760			\$ 114,000.00	\$ 102,600.00	\$ 114,000.00				\$ 114,000.00	\$ 102,600.00
2.192	S23863	TX OPS GLOBAL FUNDING L.LLC	MGT055	2024		GL4450	HMATIC	4JGFF5SKB9R8007915			\$ 83,250.00	\$ 74,925.00	\$ 83,250.00				\$ 83,250.00	\$ 74,925.00
2.193	S23864	TX OPS GLOBAL FUNDING L.LLC	MGT055	2024		GL4450	HMATIC	4JGFF5SKB3R8017608			\$ 83,400.00	\$ 75,060.00	\$ 83,400.00				\$ 83,400.00	\$ 75,060.00
2.194	S23865	TX OPS GLOBAL FUNDING L.LLC	MGT055	2024		GL4450	HMATIC	4JGFF5SKB8R8017822			\$ 81,000.00	\$ 72,900.00	\$ 81,000.00				\$ 81,000.00	\$ 72,900.00
2.195	S23877	TX OPS GLOBAL FUNDING L.LLC	MGT055	2024		GL4450	HMATIC	4JGFF5SKB3R8017792			\$ 84,000.00	\$ 75,600.00	\$ 84,000.00				\$ 84,000.00	\$ 75,600.00
2.196	S23878	TX OPS GLOBAL FUNDING L.LLC	MGT055	2023		GL4450	HMATIC	4JGFF5KE3PB010225			\$ 111,000.00	\$ 99,900.00	\$ 111,000.00				\$ 111,000.00	\$ 99,900.00
2.197	S23879	TX OPS GLOBAL FUNDING L.LLC	MGT055	2023		GL4450	HMATIC	4JGFF5KE3PB023524			\$ 114,000.00	\$ 102,600.00	\$ 114,000.00				\$ 114,000.00	\$ 102,600.00
2.215	S23889	TX OPS GLOBAL FUNDING L.LLC	MGT056	2023		GL4450	HMATIC	4JGFF5KE1PB021786			\$ 111,000.00	\$ 99,900.00	\$ 111,000.00				\$ 111,000.00	\$ 99,900.00
2.216	S23890	TX OPS GLOBAL FUNDING L.LLC	MGT056	2023		GL4450	HMATIC	4JGFF5KE4PB023487			\$ 111,000.00	\$ 99,900.00	\$ 111,000.00				\$ 111,000.00	\$ 99,900.00
2.217	S23862	TX OPS GLOBAL FUNDING L.LLC	MGT056	2024		GL4450	HMATIC	4JGFF5SKB7R8025275			\$ 82,650.00	\$ 74,385.00	\$ 82,650.00				\$ 82,650.00	\$ 74,385.00
2.218	S23897	TX OPS GLOBAL FUNDING L.LLC	MGT056	2023		GL4450	HMATIC	4JGFF5KE3PB023538			\$ 111,750.00	\$ 100,575.00	\$ 111,750.00				\$ 111,750.00	\$ 100,575.00
2.219	S23898	TX OPS GLOBAL FUNDING L.LLC	MGT056	2023		GL4450	HMATIC	4JGFF5KE7PA982429			\$ 114,000.00	\$ 102,600.00	\$ 114,000.00				\$ 114,000.00	\$ 102,600.00
2.240	S23942	TX OPS GLOBAL FUNDING L.LLC	MGT057	2024		GL4450	HMATIC	4JGFF5SKB6R8025787			\$ 84,000.00	\$ 75,600.00	\$ 84,000.00				\$ 84,000.00	\$ 75,600.00
2.241	S23943	TX OPS GLOBAL FUNDING L.LLC	MGT057	2024		GL4450	HMATIC	4JGFF5SKBXR8025775			\$ 84,000.00	\$ 75,600.00	\$ 84,000.00				\$ 84,000.00	\$ 75,600.00

Borrowing Base Value	\$	120,883,334.63
Less: repayments	\$	(102,296,279.54)
Add: ex GST claim	\$	762,355.93
<b>Eligible Borrowing Base</b>	<b>\$</b>	<b>19,349,411.02</b>


## **APPENDIX “I”**

## FW: Payment received from Stephen applied to outstanding invoices

Wouter Van Essen <wouter@techlanticconsulting.com>

Tue 2024-01-02 7:55 PM

To:eric@techlantic.com <eric@techlantic.com>;june@techlantic.com <june@techlantic.com>;Michelle Ralph (michelle@techlantic.com) <michelle@techlantic.com>

 1 attachments (17 KB)

Balance\_Due\_to\_Purchasing\_Company and Dec Payment Application - B.xlsx;

Hi June, Michelle, and Eric,

I am writing to inform you of recent transactions between 1309767 Ontario Limited and Techlantic Ltd. Our company deposited six cheques from Mr. Stephen Zhou, dated from November 28th to December 19th. These funds include a payment due to Techlantic Ltd. of \$1,723,495 CAD for vehicle orders from August 2023 (S23835, S23863, S23864, S23865, S23877, S23878, S23879, S23849, S23850, S23862, S23897, S23898, S23942, and S23943). These details are in the first tab of the attached spreadsheet.

There is also an outstanding balance for vehicles purchased by my companies last year, which has not been settled by Techlantic Ltd., detailed on the second tab. Our invoice terms state that title to the vehicles only transfers when payment is received in full. We never received this payment, so when Techlantic proceeded to transfer these cars, it did so without title.

In resolution, I have applied the payments from Mr. Zhou against the overdue amounts for these vehicles, a process detailed in column Q of the second tab, with the date of the transaction recorded as December 20th.

After this application, the remaining balance due to my purchasing companies is \$189,093.28 CAD. I request that you confirm this balance and update the records of Techlantic Ltd. accordingly.

I await your confirmation of the adjusted balance.

Kind regards,  
Wouter

**Wouter van Essen**  
**Techlantic Consulting Ltd. |700 Third Line, Oakville, Ontario, Canada, L6L 4B1**  
**Mobile: +1-416-414-1967**

Order Number	Model	VIN	Payment Due
S23835	GLS450	4JGFF5KE1PA973760	\$ 143,100.00
S23863	GLE450	4JGFB5KB9RB007915	\$ 105,175.00
S23864	GLE450	4JGFB5KB3RB017808	\$ 105,360.00
S23865	GLE450	4JGFB5KB8RB017822	\$ 102,400.00
S23877	GLE450	4JGFB5KB3RB017792	\$ 106,100.00
S23878	GLS450	4JGFF5KE5PB010225	\$ 139,400.00
S23879	GLS450	4JGFF5KE3PB023524	\$ 143,100.00
S23849	GLS450	4JGFF5KE1PB021786	\$ 139,400.00
S23850	GLS450	4JGFF5KE4PB023497	\$ 139,400.00
S23862	GLE450	4JGFB5KB7RB032375	\$ 104,435.00
S23897	GLS450	4JGFF5KE3PB023538	\$ 140,325.00
S23898	GLS450	4JGFF5KE7PA982429	\$ 143,100.00
S23942	GLE450	4JGFB5KB6RB025787	\$ 106,100.00
S23943	GLE450	4JGFB5KBXRB025775	\$ 106,100.00
			<b>\$ 1,723,495.00</b>

Order Number	Vehicle Name	Purchasing Dealer Name	Source Dealer Name	Control Location	Date of Control Date	Reference Num	Account Name	Sales Currency	Model	Manufacturer	Model Year	Purchasing Currency	TX Shipping	Da	Purchasing Comp	Pa	Balance Due to Purchasing Comp	Payment Applied	New Balance Outstanding	Payment Application Date
S22395	MHM1M4M2GNJ035774	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	09-08-2022	Inv919 / 111169	TX OPS Indiana Limited	USD	ELANTRA PREFERRED S	HYUNDAI	2022	CAD		Aug 09, 2022			\$33,017.50		\$33,017.50	20-Dec-23
S22400	1Y5G4GTM2R276649	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	10-09-2022	Inv920 / 111099	TX OPS Indiana Limited	USD	ESCALADE	CADILLAC	2022	CAD		Aug 10, 2022			\$145,084.09		\$145,084.09	20-Dec-23
S22428	MHM1M4M2GNJ039880	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 110769	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 16, 2022			\$31,600.45	\$31,600.45	\$0.00	20-Dec-23
S22429	MHM1M4M2GNJ047344	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 111100	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 16, 2022			\$32,042.28	\$32,042.28	\$0.00	20-Dec-23
S22430	MHM1M4M2GNJ019642	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 111069	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 15, 2022			\$33,515.80	\$33,515.80	\$0.00	20-Dec-23
S22531	3GKALVEXLL163525	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	31-09-2022	Inv949 / 111633	TX OPS Indiana Limited	USD	TERRAIN 4X4 SLT ADR SL	GMC	2020	CAD		Aug 31, 2022			\$35,649.24	\$35,649.24	\$0.00	20-Dec-23
S22534	1FTFW1EP2K0E01041	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	16-09-2022	Inv954 / 111216	TX OPS Indiana Limited	USD	F150 XLT 301A SPORT	FORD	2019	CAD		Jun 16, 2022			\$45,200.00	\$45,200.00	\$0.00	20-Dec-23
S22547	KNDPNCAC8N7020229	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	26-09-2022	Inv945 / 111649	TX OPS Indiana Limited	USD	SPORTAGE EX PREMIUM	KIA	2022	CAD		Aug 29, 2022			\$44,578.50	\$44,578.50	\$0.00	20-Dec-23
S22552	KMBK12AB7P9J306030	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	29-09-2022	Inv948 / 111654	TX OPS Indiana Limited	USD	KONA	HYUNDAI	2023	CAD		Aug 30, 2022			\$33,165.50	\$33,165.50	\$0.00	20-Dec-23
S22556	3PCAJM3SL100922	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	31-09-2022	Inv959 / 111648	TX OPS Indiana Limited	USD	QX50	INFINTI	2020	CAD		Aug 31, 2022			\$46,091.50	\$46,091.50	\$0.00	20-Dec-23
S22561	4T1G11AK4P719994	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	30-09-2022	Inv948 / 111652	TX OPS Indiana Limited	USD	CAMRY SE	TOYOTA	2023	CAD		Aug 31, 2022			\$43,221.37	\$43,221.37	\$0.00	20-Dec-23
S22580	3PCAJM3L1L101282	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111645	TX OPS Indiana Limited	USD	QX50	INFINTI	2020	CAD		Sep 02, 2022			\$46,154.85	\$46,154.85	\$0.00	20-Dec-23
S22581	4T1K61AKL0110291	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111661	TX OPS Indiana Limited	USD	CAMRY XSE	TOYOTA	2020	CAD		Sep 02, 2022			\$39,945.50	\$39,945.50	\$0.00	20-Dec-23
S22582	JN1F17DTR9M8M06209	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111678	TX OPS Indiana Limited	USD	Q50	INFINTI	2021	CAD		Sep 01, 2022			\$61,980.50	\$61,980.50	\$0.00	20-Dec-23
S22583	4T1G11AKP0J707239	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111679	TX OPS Indiana Limited	USD	CAMRY SE	TOYOTA	2023	CAD		Sep 01, 2022			\$43,221.37	\$43,221.37	\$0.00	20-Dec-23
S22584	3PCAJM3SL105600	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv962 / 111654	TX OPS Indiana Limited	USD	QX50	INFINTI	2020	CAD		Sep 01, 2022			\$43,335.50	\$43,335.50	\$0.00	20-Dec-23
S22585	MJT3C8DQ2M0454442	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111611	TX OPS Indiana Limited	USD	CX-9 KURO EDITION	MAZDA	2021	CAD		Sep 01, 2022			\$51,628.57	\$51,628.57	\$0.00	20-Dec-23
S22587	1C6SRFL1TAM627361	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111642	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022			\$68,986.50	\$68,986.50	\$0.00	20-Dec-23
S22588	1C6SRFL1T2M692771	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111650	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022			\$68,986.50	\$68,986.50	\$0.00	20-Dec-23
S22589	1GYS4GKLPK115749	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111695	TX OPS Indiana Limited	USD	ESCALADE SPORT PLATI	CADILLAC	2023	CAD		Sep 02, 2022			\$168,765.50	\$168,765.50	\$0.00	20-Dec-23
S22593	1C6SRFL1TAM691657	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv962 / 111657	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022			\$66,500.50	\$66,500.50	\$0.00	20-Dec-23
S22603	1C4JXJQ9M1W634071	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111687	TX OPS Indiana Limited	USD	WRANGLER	JEEP	2021	CAD		Sep 02, 2022			\$48,985.50	\$48,985.50	\$0.00	20-Dec-23
S22610	KNDNBS14P6220916	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111688	TX OPS Indiana Limited	USD	CARNIVAL	KIA	2023	CAD		Sep 02, 2022			\$48,897.36	\$48,897.36	\$0.00	20-Dec-23
S22611	5XYPKDFJ0G195959	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111689	TX OPS Indiana Limited	USD	SORENTO	KIA	2022	CAD		Sep 02, 2022			\$58,025.50	\$58,025.50	\$0.00	20-Dec-23
S22612	5XYP5DHC7N335423	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111690	TX OPS Indiana Limited	USD	TELLURIDE	KIA	2022	CAD		Sep 02, 2022			\$63,248.36	\$63,248.36	\$0.00	20-Dec-23
S22614	5XYPKDFJ0G195959	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111684	TX OPS Indiana Limited	USD	SORENTO	KIA	2022	CAD		Sep 02, 2022			\$58,025.50	\$58,025.50	\$0.00	20-Dec-23
S22586	3PCAJM3SL103404	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv186 / 111665	TX OPS Indiana Limited	USD	QX50 ESSENTIAL	INFINTI	2020	CAD		Sep 07, 2022			\$47,573.00	\$47,573.00	\$0.00	20-Dec-23
S22599	3GKALMEV1HL304427	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	21-09-2022	Inv191 / 111669	TX OPS Indiana Limited	USD	TERRAIN	GMC	2022	CAD		Sep 21, 2022			\$41,300.37	\$41,300.37	\$0.00	20-Dec-23
S22602	3PCAJM3SL115236	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111672	TX OPS Indiana Limited	USD	QX50	INFINTI	2020	CAD		Sep 08, 2022			\$48,420.50	\$48,420.50	\$0.00	20-Dec-23
S22604	JTJJARDZL2220212	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	08-09-2022	Inv186 / 111675	TX OPS Indiana Limited	USD	NX300	LEXUS	2022	CAD		Sep 08, 2022			\$48,420.50	\$48,420.50	\$0.00	20-Dec-23
S22605	1GCVYDDE8M2234160	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	08-09-2022	Inv186 / 111676	TX OPS Indiana Limited	USD	SILVERADO	CHEVROLET	2021	CAD		Sep 09, 2022			\$53,278.37	\$53,278.37	\$0.00	20-Dec-23
S22607	1G1255573M193071	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111685	TX OPS Indiana Limited	USD	MALIBU	CHEVROLET	2022	CAD		Sep 08, 2022			\$32,038.68	\$32,038.68	\$0.00	20-Dec-23
S22608	3PCAJM3SL102241	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	08-09-2022	Inv186 / 111686	TX OPS Indiana Limited	USD	QX50	INFINTI	2020	CAD		Sep 08, 2022			\$48,420.50	\$48,420.50	\$0.00	20-Dec-23
S22613	JTJJARDZL2L5018401	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv189 / 111692	TX OPS Indiana Limited	USD	NX300	LEXUS	2020	CAD		Sep 19, 2022			\$50,340.37	\$50,340.37	\$0.00	20-Dec-23
S22621	1C4J6JLTS62448739	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv185 / 111703	TX OPS Indiana Limited	USD	DURANGO CITADEL	DOODGE	2016	CAD		Sep 08, 2022			\$33,052.50	\$33,052.50	\$0.00	20-Dec-23
S22622	1G6D5SRK5L014003	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv185 / 111677	TX OPS Indiana Limited	USD	CTS LUXURY	CADILLAC	2020	CAD		Sep 08, 2022			\$47,299.54	\$47,299.54	\$0.00	20-Dec-23
																	\$1,723,495.00	\$189,093.26		

## **APPENDIX “J”**

---

**From:** Eric van Essen <eric@techlantic.com>  
**Sent:** Tuesday, January 16, 2024 2:30 PM  
**To:** Hamidi, Kamran <Kamran.Hamidi@fticonsulting.com>  
**Cc:** Pereira, Andrea <Andrea.Pereira@fticonsulting.com>; June da Costa <june@techlantic.com>  
**Subject:** [EXTERNAL] RE: Techlantic - Stephen Zhou - Transaction Details

Hi Kamran,

Here are responses. Thank you for your patience.

Based on my review of the journal entries, it appears the accounting process was as follows:

- 1 - Techlantic purchased the vehicles from the supplier (1309767 Ontario Ltd) – therefore it was reflected in the collateral tracker file. **Yes.**
- 2 - Techlantic sold the vehicle to Stephen Zhou and booked a receivable. **Vehicles are sold to Stephen's clients in China but "Stephen Zhou Overview" is used as a placeholder as he helps with collections.**
- 3 - Techlantic reclassified the receivable from Stephen Zhou to 1309767 Ontario Ltd (into “other assets”). **No. Receivables are not reclassified but are commonly paid from 1309767 Ontario Ltd. as historical flow of business. The account with 1309767 Ontario Ltd. is an intercompany account.**
- 4 - 1309767 Ontario Ltd remitted the funds received from Stephen Zhou to Techlantic for the settlement of the receivables. **Yes.**

Questions for Eric/June:

- Can you please confirm my understanding above? **See above notes.**
- Why was the reclass to 1309767 booked into an “other assets” account? **They are not reclassified.**
- Can you also confirm if all 21 vehicles sold to Stephen Zhou were purchased from 1309767 Ontario Ltd (14 transactions for which collections remain with 1309767 Ontario Ltd + 7 transactions for which funds were deposited into Techlantic)? **Yes they were. All vehicles purchased from Stephen Zhou in 2023 were purchased through 1309767 Ontario Limited.**

*Eric van Essen*

**Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1**

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

[www.techlantic.com](http://www.techlantic.com)





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**From:** Hamidi, Kamran <[Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)>  
**Sent:** Tuesday, January 16, 2024 1:48 PM  
**To:** Eric van Essen <[eric@techlantic.com](mailto:eric@techlantic.com)>  
**Cc:** Pereira, Andrea <[Andrea.Pereira@fticonsulting.com](mailto:Andrea.Pereira@fticonsulting.com)>; June da Costa <[june@techlantic.com](mailto:june@techlantic.com)>  
**Subject:** RE: Techlantic - Stephen Zhou - Transaction Details

Hi Eric and June,

Can you please confirm the below? I have a call with our lawyers at 3 pm today so they want to understand the accounting treatment.

Thanks,  
Kamran

**Kamran Hamidi**  
647.400.7825

---

**From:** Hamidi, Kamran <[Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)>  
**Sent:** Tuesday, January 16, 2024 12:02 PM  
**To:** Eric van Essen <[eric@techlantic.com](mailto:eric@techlantic.com)>  
**Cc:** Pereira, Andrea <[Andrea.Pereira@fticonsulting.com](mailto:Andrea.Pereira@fticonsulting.com)>; June da Costa <[june@techlantic.com](mailto:june@techlantic.com)>  
**Subject:** RE: Techlantic - Stephen Zhou - Transaction Details

Hi Eric and June,

Based on my review of the journal entries, it appears the accounting process was as follows:

- 1 - Techlantic purchased the vehicles from the supplier (1309767 Ontario Ltd) – therefore it was reflected in the collateral tracker file
- 2 - Techlantic sold the vehicle to Stephen Zhou and booked a receivable
- 3 - Techlantic reclassified the receivable from Stephen Zhou to 1309767 Ontario Ltd (into “other assets”)
- 4 - 1309767 Ontario Ltd remitted the funds received from Stephen Zhou to Techlantic for the settlement of the receivables

Questions for Eric/June:

- Can you please confirm my understanding above?
- Why was the reclass to 1309767 booked into an “other assets” account?
- Can you also confirm if all 21 vehicles sold to Stephen Zhou were purchased from 1309767 Ontario Ltd (14 transactions for which collections remain with 1309767 Ontario Ltd + 7 transactions for which funds were deposited into Techlantic)?

Thanks,  
Kamran

**Kamran Hamidi**  
647.400.7825

---

**From:** Eric van Essen <[eric@techlantic.com](mailto:eric@techlantic.com)>  
**Sent:** Monday, January 15, 2024 1:35 PM  
**To:** Hamidi, Kamran <[Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)>

**Cc:** Pereira, Andrea <[Andrea.Pereira@fticonsulting.com](mailto:Andrea.Pereira@fticonsulting.com)>; June da Costa <[june@techlantic.com](mailto:june@techlantic.com)>

**Subject:** [EXTERNAL] RE: Techlantic - Stephen Zhou - Transaction Details

Hi Kamran,

June is off today. She shared this with me on Friday evening to forward to you. Sorry for not forwarding sooner.

---

Attachments 1 to 11 are in response to the list sent by Andrea Thursday.

- 1) Stephen Zhou
  - a. Per your discussion with Eric, invoices were not generated.
  - b. Please see columns H and I for status of the invoices and payment method.
  - c. Worksheet titled 'JEs' shows the journal entries as they relate to the payment received for the orders listed.
- 2) Bayview Motors
  - a. Invoices are attached – Attachments 2 to 11.
  - b. Please see columns H and I for status of the invoices and payment method.

Last attachment is the JEs requested below in table 1.

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Please let June and I know if you have any questions.

*Eric van Essen*

**Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1**

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

[www.techlantic.com](http://www.techlantic.com)



---

**From:** Hamidi, Kamran <[Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)>

**Sent:** Monday, January 15, 2024 1:21 PM

**To:** June da Costa <[june@techlantic.com](mailto:june@techlantic.com)>

**Cc:** Eric van Essen <[eric@techlantic.com](mailto:eric@techlantic.com)>; Pereira, Andrea <[Andrea.Pereira@fticonsulting.com](mailto:Andrea.Pereira@fticonsulting.com)>

**Subject:** RE: Techlantic - Stephen Zhou - Transaction Details

Hi June,

We would like to follow up on the below requests relating to the transactions with Stephen Zhou (including the full journal entries for all transactions in the two tables below relating to this customer).

We would appreciate it if the information can be provided this afternoon.

Thanks,  
Kamran

**Kamran Hamidi**  
647.400.7825

---

**From:** Hamidi, Kamran

**Sent:** Friday, January 12, 2024 12:13 PM

To: June da Costa <[june@techlantic.com](mailto:june@techlantic.com)>

Cc: Eric van Essen <[eric@techlantic.com](mailto:eric@techlantic.com)>; Pereira, Andrea <[Andrea.Pereira@fticonsulting.com](mailto:Andrea.Pereira@fticonsulting.com)>

Subject: Techlantic - Stephen Zhou - Transaction Details

Hi June,

I discussed the below with Eric earlier today and would like to request the following:

1. All journal entries related to the below 14 VIN #s (including initial purchases, sales, collections, payables, etc):

Deal #	Deal Number	Borrower	Tranche No.	Model Year	Model	VIN
2174	S23835	Techlantic Ltd.	MGT054	2023	GLS450	4JGFF5KE1PA973760
2192	S23863	Techlantic Ltd.	MGT055	2024	GLE450	4JGFB5KB9RB007915
2193	S23864	Techlantic Ltd.	MGT055	2024	GLE450	4JGFB5KB3RB017808
2194	S23865	Techlantic Ltd.	MGT055	2024	GLE450	4JGFB5KB8RB017822
2195	S23877	Techlantic Ltd.	MGT055	2024	GLE450	4JGFB5KB3RB017792
2196	S23878	Techlantic Ltd.	MGT055	2023	GLS450	4JGFF5KE5PB010225
2197	S23879	Techlantic Ltd.	MGT055	2023	GLS450	4JGFF5KE3PB023524
2215	S23849	Techlantic Ltd.	MGT056	2023	GLS450	4JGFF5KE1PB021786
2216	S23850	Techlantic Ltd.	MGT056	2023	GLS450	4JGFF5KE4PB023497
2217	S23862	Techlantic Ltd.	MGT056	2024	GLE450	4JGFB5KB7RB032375
2218	S23897	Techlantic Ltd.	MGT056	2023	GLS450	4JGFF5KE3PB023538
2219	S23898	Techlantic Ltd.	MGT056	2023	GLS450	4JGFF5KE7PA982429
2240	S23942	Techlantic Ltd.	MGT057	2024	GLE450	4JGFB5KB6RB025787
2241	S23943	Techlantic Ltd.	MGT057	2024	GLE450	4JGFB5KBXR025775

2. Payment details for the settlement of receivables related to the following VIN #s:

Deal #	Deal Number	Borrower	Tranche No.	Model Year	Model	VIN
2178	S23793	Techlantic Ltd.	MGT054	2023	GLS450	4JGFF5KE6PB010265
2179	S23794	Techlantic Ltd.	MGT054	2023	GLS450	4JGFF5KE7PA996525
2182	S23834	Techlantic Ltd.	MGT054	2023	GLS450	4JGFF5KE0PB027160
2220	S23735	Techlantic Ltd.	MGT056	2023	GLE450	4JGFB5KBXPA962337
2221	S23736	Techlantic Ltd.	MGT056	2023	GLE450	4JGFB5KBXPA965433
2222	S23737	Techlantic Ltd.	MGT056	2023	GLE450	4JGFB5KB2PA961425
2223	S23739	Techlantic Ltd.	MGT056	2023	GLE450	4JGFB5KB1PA910935

If you can please provide today, that would be appreciated.

Thanks,  
Kamran

**Kamran Hamidi, CPA, CA, CFA**  
Managing Director, Corporate Finance

**FTI Consulting**

416.649.8068 T | 647.400.7825 M

[Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)

79 Wellington Street West | Suite 2010  
Toronto, ON M5K 1G8, Canada

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## **APPENDIX “K”**

**From:** [Harmes, Andrew](#)  
**To:** [stephenzhou168@gmail.com](mailto:stephenzhou168@gmail.com)  
**Cc:** [Descours, Caroline](#); [Bishop, Paul](#); [Hamidi, Kamran](#)  
**Subject:** Trade X Group of Companies Inc. et al - Court File No. CV-23-00710413-00CL  
**Date:** Friday, January 5, 2024 11:28:14 AM  
**Attachments:** [Letter to S Zhou - 5-JAN-2024.pdf](#)

---

Good Morning,

Please see the attached correspondence.

Regards,

**Andrew Harmes**

Goodmans LLP

416.849.6923  
[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7  
[goodmans.ca](http://goodmans.ca)

January 5, 2024

**Via Email (stephenzhou168@gmail.com)**

Stephen Zhou  
3055 Saint-Martin Boulevard  
Laval, Quebec  
Canada H7T 3C2N

Dear Sir:

**Re: Receivership Proceedings of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (Court File No. CV-23-00710413-00CL)**

We are counsel to FTI Consulting Canada Inc. in its capacity as the receiver and manager (in such capacity, the “**Receiver**”) of substantially all of the assets, undertakings and properties of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. (“**Techlantic**”) and TX OPS Canada Corporation (collectively, the “**Debtors**”) pursuant to the Order granted by the Ontario Superior Court of Justice (Commercial List) on December 22, 2023 (the “**Receivership Order**”) in the above-referenced proceedings. A copy of the Receivership Order and other court materials filed in respect of the receivership proceedings can be found on the Receiver’s website at: <http://cfcanada.fticonsulting.com/TradeX/>.

Pursuant to the Receivership Order, the Receiver is, among other things, empowered and authorized to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies.

We are writing to advise that according to Techlantic’s records you have outstanding accounts with Techlantic in the total amount of CA\$1,770,689 with respect to the vehicle orders described at Schedule “B” hereto (the “**Vehicle Orders**”). The Receiver understands that Techlantic issued various invoices issued to you in respect of the Vehicle Orders, copies of which are enclosed at Schedule “C” (the “**Invoices**”). The Invoices are dated between September 22, 2023 and December 13, 2023, and require payment in full to the Techlantic account referenced therein prior to shipment of the related vehicles.

The Receiver is in receipt of correspondence from Mr. Wouter Van Essen to Techlantic in which Mr. Van Essen advises, among other things, that he is in receipt of six cheques from you totalling CA\$1,723,495 that are in respect of the Vehicle Orders (the “**Techlantic Funds**”).

We are writing to advise that payment by you to Mr. Van Essen, and/or 1309767 Ontario Ltd. and/or 2601658 Ontario Ltd. (collectively, the “**Van Essen Companies**”), does not constitute satisfaction of amounts due and owing by you to Techlantic. Accordingly, you remain indebted to Techlantic in the amount of CA\$1,770,689 with respect to the Vehicle Orders and Invoices.

In light of the foregoing, the Receiver hereby requests that you pay to the Receiver the sum of CA\$1,770,689 within five (5) business days of the date of this letter, at the account set out at Schedule “A” hereto.

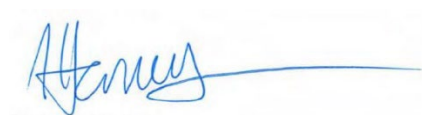
Please be advised that the Receiver is also undertaking to recover the Techlantic Funds from Mr. Van Essen and/or the Van Essen Companies, without prejudice to the right of the Receiver to recover the full amount of the debt owing by you to Techlantic in connection with the Vehicle Orders and the Invoices. To assist the Receiver in such efforts, please as soon as possible provide any relevant information and/or records you may have regarding how Mr. Van Essen came into possession of the Techlantic Funds. To the extent that the Receiver recovers any of the Techlantic Funds from the Van Essen Companies following satisfaction by you of amounts owing by you to Techlantic, the Receiver will remit any excess amount it receives to you.

The Receiver reserves all of the rights and remedies of the Debtors and the Receiver in respect of this matter.

Should you have any questions or concerns please do not hesitate to contact the undersigned.

Yours truly,

**Goodmans LLP**



Andrew Harmes  
Encl.

cc: Caroline Descours, Goodmans LLP  
Paul Bishop and Kamran Hamidi, FTI Consulting Canada Inc.

1414-8045-2105



## Schedule "A"

### Receiver Account Information

#### **Canadian Dollar Account:**

Bank of Nova Scotia  
Toronto Business Service Centre  
4715 Tahoe Blvd  
Mississauga, Ontario L4W 0B4

For EFT Debits or Credits:  
Canadian Dollar Currency Account #: 476962047012  
Transit number: 47696  
Institution code: 002

For Wire Payments:  
Bank of Nova Scotia  
44 King Street West  
Toronto, ON Canada M5H 1H1  
Swift Code: NOSCCATT  
Canadian Clearing Code or Routing Code: //CC000247696  
Canadian Dollar Currency Account # 476962047012

#### **US Dollar Account:**

Bank of Nova Scotia  
Toronto Business Service Centre  
4715 Tahoe Blvd  
Mississauga, Ontario L4W 0B4

For EFT Debits or Credits:  
USD Dollar Currency Account #: 476961607111  
Transit number: 47696  
Institution code: 002

For Wire Payments:  
Bank of Nova Scotia  
44 King Street West  
Toronto, ON Canada M5H 1H1  
Swift Code: NOSCCATT  
USD Clearing Code or Routing Code: //CC000247696  
USD Currency Account # 476961607111

**Schedule “B”**

**Vehicle Orders**

Order Number	Model	VIN
S23835	GLS450	4JGFF5KE1PA973760
S23863	GLE450	4JGFB5KB9RB007915
S23864	GLE450	4JGFB5KB3RB017808
S23865	GLE450	4JGFB5KB8RB017822
S23877	GLE450	4JGFB5KB3RB017792
S23878	GLS450	4JGFF5KE5PB010225
S23879	GLS450	4JGFF5KE3PB023524
S23849	GLS450	4JGFF5KE1PB021786
S23850	GLS450	4JGFF5KE4PB023497
S23862	GLE450	4JGFB5KB7RB032375
S23897	GLS450	4JGFF5KE3PB023538
S23898	GLS450	4JGFF5KE7PA982429
S23942	GLE450	4JGFB5KB6RB025787
S23943	GLE450	4JGFB5KBXRB025775

**Schedule “C”**

**The Invoices**

[See attached]

Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23835 Inv1168****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BLACK)  
VIN: 4JGFF5KE1PA973760 Odometer: 93 KM

CA\$ 161,340.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 161,340.00  
**We received 18,240 CAD on Aug 16, 2023, the balance outstanding is 143,100 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

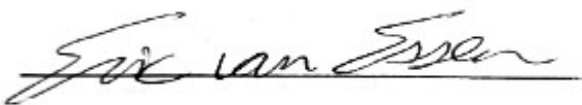
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001  
Dealer Reg.#: 4782181

**Techlantic Ltd.**  
700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**  
**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23863 Inv1176 Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB9RB007915 Odometer: 50 KM CA\$ 122,888.00  
Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,888.00  
**We received 13,320 CAD on Sep 11, 2023, the balance outstanding is 109,568 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23864 Inv1178	Price
2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BROWN) VIN: 4JGFB5KB3RB017808 Odometer: 48 KM	CA\$ 123,105.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 123,105.00  
**We received 13,344 CAD on Sep 11, 2023, the balance outstanding is 109,761 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature





# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001  
Dealer Reg.#: 4782181

**Techlantic Ltd.**  
700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**  
**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23865 Inv1172	Price
2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK) VIN: 4JGFB5KB8RB017822 Odometer: 42 KM	CA\$ 119,635.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 119,635.00  
**We received 12,960 CAD on Sep 11, 2023, the balance outstanding is 106,675 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23877 Inv1179****Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BROWN)  
VIN: 4JGFB5KB3RB017792 Odometer: 56 KM

CA\$ 124,564.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 124,564.00  
**We received 13,440 CAD on Sep 11, 2023, the balance outstanding is 111,124 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

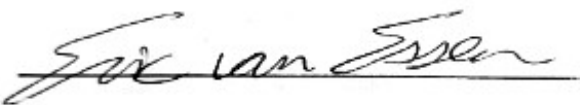
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23878 Inv1180	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE5PB010225 Odometer: 55.1 KM	CA\$ 157,160.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 157,160.00  
**We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 139,400 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23879 Inv1171	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE3PB023524 Odometer: 70 KM	CA\$ 168,159.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 168,159.00  
**We received 18,240 CAD on Sep 11, 2023, the balance outstanding is 149,919 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature





# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23849 Inv1177	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE1PB021786 Odometer: 61 KM	CA\$ 163,018.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 163,018.00  
**We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 145,258 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

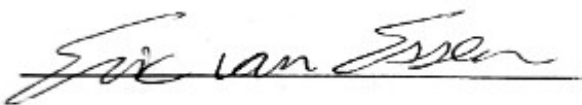
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

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## Liens and Encumbrances

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## Applicable Law

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Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23850 Inv1174 Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN)  
VIN: 4JGFF5KE4PB023497 Odometer: 48 KM CA\$ 163,018.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 163,018.00  
**We received 17,760 CAD on Sep 11, 2023, the balance outstanding is 145,258 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

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## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

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## Liens and Encumbrances

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## Applicable Law

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Date: Dec 7, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23862 Inv1175 Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB7RB032375 Odometer: 42 KM CA\$ 122,021.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,021.00  
**We received 13,224 CAD on Sep 11, 2023, the balance outstanding is 108,797 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

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## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

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## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23897 Inv1173****Price**

2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN)  
VIN: 4JGFF5KE3PB023538 Odometer: 77 KM

CA\$ 158,205.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 158,205.00  
**We received 17,880 CAD on Sep 11, 2023, the balance outstanding is 140,325 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

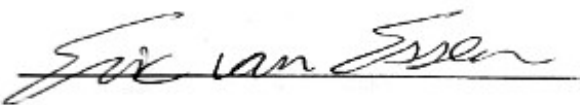
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.



Date: Sep 22, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

Invoice for S23898 Inv1181	Price
2023 MERCEDES BENZ GLS450 4MATIC (BLACK/BROWN) VIN: 4JGFF5KE7PA982429 Odometer: 77 KM	CA\$ 161,340.00
Planned for shipping to XINGANG, TIANJIN, CHINA	

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 161,340.00  
We received 18,240 CAD on Sep 11, 2023, the balance outstanding is 143,100 CAD

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

---

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature



# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23942 Inv1188****Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KB6RB025787 Odometer: 39 KM

CA\$ 122,642.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,642.00  
**We received 13,440 CAD on Sep 13, 2023, the balance outstanding is 109,202 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

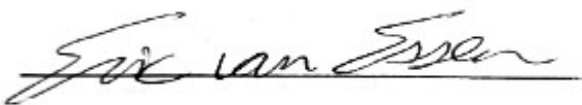
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

Date: Dec 13, 2023

GST/HST#: 88417 9318 RT0001

Dealer Reg.#: 4782181

**Techlantic Ltd.**

700 Third Line  
Oakville, Ontario, Canada, L6L 4B1  
Tel: 1-905-465-1062 Fax: 1-905 465-3974  
[sales@techlantic.com](mailto:sales@techlantic.com)  
[www.techlantic.com](http://www.techlantic.com)

**Bill To:**

**Stephen Zhou Overview**  
3055 Saint-Martin Boulevard  
Laval, Quebec  
CA Canada  
H7T 3C2

**Invoice for S23943 Inv1189****Price**

2024 MERCEDES BENZ GLE450 4MATIC (BLACK/BLACK)  
VIN: 4JGFB5KBXRB025775 Odometer: 50 KM

CA\$ 122,642.00

Planned for shipping to XINGANG, TIANJIN, CHINA

Amount Due CFR XINGANG, TIANJIN, CHINA CANADIAN DOLLARS: CA\$ 122,642.00  
**We received 13,440 CAD on Sep 13, 2023, the balance outstanding is 109,202 CAD**

**We kindly ask you to wiretransfer your payment to**

ROYAL BANK OF CANADA  
2460 WINSTON CHURCHILL BLVD.  
OAKVILLE, ONTARIO, CANADA, L5H 6J5

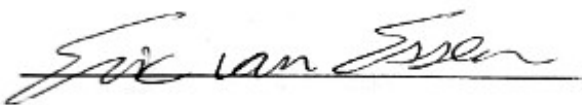
FOR THE CANADIAN DOLLARS ACCOUNT OF:  
TECHLANTIC LTD., 700 THIRD LINE, OAKVILLE, ONTARIO, CANADA

ACCOUNTNR: 0 0 9 3 2 --- 0 0 3 --- 1 0 0 4 0 5 0  
TRANSIT # BANK # ACCOUNT #

SORT CODE: //CC000300932  
ROYAL BANK ABA #: 021000021 (USE FOR TRANSFERS ORIGINATING IN THE USA)  
ROYAL BANK SWIFT #: ROYCCAT2 (FOR ALL INTERNATIONAL TRANSFERS)

**Terms and conditions**

Please refer to the above invoice number on your payment  
No taxes included  
Our sales conditions are applicable  
2% Monthly service charge will be assessed on all overdue accounts

**Authorization**

Vendors Signature  
Vendor: Eric van Essen  
Vendor's #: 5534235

Buyers Signature

# Techlantic Conditions of Sale

## Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

## Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

## Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

## Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

## Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

## Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

## Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

## **APPENDIX “L”**



**From:** zhou stephen <stephenzhou168@gmail.com>  
**Sent:** Wednesday, January 10, 2024 12:17 PM  
**To:** Harmes, Andrew <aharmes@goodmans.ca>  
**Subject:** Re: Trade X Group of Companies Inc. et al - Court File No. CV-23-00710413-00CL

Hi Andrew,

I received your letter dated January 5 and must express my confusion. Your demand for payment seems entirely misplaced.

To clarify, my company sold 14 cars to 1309767 Ontario Ltd. for export to China, and I arranged for the payments from our customers in China to be made directly to 1309767 Ontario Ltd. During this process, I did not receive any invoices from Techlantic regarding these cars, nor was I informed of their involvement.

Furthermore, the invoices you have sent are unknown to me and do not even list the correct counterparties. Could you please provide an explanation for your demand? I look forward to your prompt response to clear up this misunderstanding.

Thank you! Regards

Harmes, Andrew <[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)> 于2024年1月5日周五 11:28写道 :

Good Morning,

Please see the attached correspondence.

Regards,

## Andrew Harmes

Goodmans LLP

416.849.6923

[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

[goodmans.ca](http://goodmans.ca)

\*\*\*\*\* Attention \*\*\*\*\*

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at [privacyofficer@goodmans.ca](mailto:privacyofficer@goodmans.ca) and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, [www.goodmans.ca](http://www.goodmans.ca). You may unsubscribe to certain communications by clicking here.

## **APPENDIX “M”**

January 4, 2024

**Via Email (abeale@rosemountlaw.com)**

Rosemount Law Professional Corporation

**Attention: Alexis Beale**

Dear Alexis:

**Re: Receivership Proceedings of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. and TX OPS Canada Corporation (Court File No. CV-23-00710413-00CL)**

As you know, we are counsel to FTI Consulting Canada Inc. in its capacity as the receiver and manager (in such capacity, the “**Receiver**”) of substantially all of the assets, undertakings and properties of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. (“**Techlantic**”) and TX OPS Canada Corporation (collectively, the “**Debtors**”) pursuant to the Order granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on December 22, 2023 (the “**Receivership Order**”) in the above-referenced proceedings. A copy of the Receivership Order and other court materials filed in respect of the receivership proceedings can be found on the Receiver’s website at: <http://cfcanada.fticonsulting.com/TradeX/>.

The Receiver is in receipt of your email correspondence to Goodmans LLP and the Receiver dated January 3, 2024 (the “**Beale Email**”), which, among other things, encloses a copy of the email correspondence from Mr. Wouter Van Essen to Techlantic dated January 2, 2024 (the “**Van Essen Email**”). Copies of the Beale Email and the Van Essen Email are enclosed for reference at Schedule “B” and Schedule “C”, respectively.

Based on the foregoing correspondence, the Receiver understands that 1309767 Ontario Ltd. and/or 2601658 Ontario Ltd. (collectively, the “**Van Essen Companies**”) are asserting certain claims against Techlantic in the aggregate amount of CA\$1,912,588.28 relating to vehicles that the Van Essen Companies have advised that they transferred to Techlantic (the “**Van Essen Claimed Amounts**”).

The Receiver is in the process of reviewing the available information regarding the Van Essen Claimed Amounts and the other information provided in the Van Essen Email and the Beale Email.

In the Van Essen Email, Mr. Van Essen advises, among other things, that he is (a) in receipt of CA\$1,723,495 of payments due to Techlantic in connection with the sale of various vehicles by Techlantic to Mr. Steven Zhou (the “**Techlantic Funds**”),<sup>1</sup> and (b) taking unilateral steps to apply the Techlantic Funds against the Van Essen Claimed Amounts (the “**Set-Off Steps**”). Such Set-Off Steps are also noted in the Beale Email.

The Techlantic Funds constitute Property (as defined in the Receivership Order) of Techlantic. We note that, (a) pursuant to paragraph 4 of the Receivership Order, all persons are required to deliver all Property in such person’s possession or control to the Receiver upon the Receiver’s request, and (b) pursuant to paragraph 3 of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies.

Accordingly, the Receiver hereby requests that the Techlantic Funds, and any and all additional Property of Techlantic, or any of the other Debtors, that is currently in, or may in the future come into, the possession or control of the Van Essen Companies, be immediately paid to the Receiver on behalf of Techlantic or such other applicable Debtor(s) at the accounts set out at Schedule “A” hereto.

In addition, we note that pursuant to paragraph 10 of the Receivership Order, all rights and remedies against the Debtors, the Receiver, or affecting the Property, **including, without limitation, set-off rights**, are stayed and suspended except with the written consent of the Receiver or leave of the Court.

Accordingly, any actions or steps taken by the Van Essen Companies to exercise set-off rights against any of the Debtors (including Techlantic) without the written consent of the Receiver or leave of the Court are prohibited by the Receivership Order and would place the Van Essen Companies in direct contravention of same. We trust this clarifies matters and that the Van Essen Companies will **immediately** cease the Set-Off Steps and the exercise of any other rights or remedies against the Debtors and the Property in contravention of the Receivership Order.

The Receiver continues to review the Van Essen Email and the Beale Email, including the assertions and legal positions stated therein, and, for clarity, this letter does not serve as a complete response to all matters asserted, alleged or raised by or on behalf of the Van Essen Companies at this time as the Receiver continues to review such matters and seek additional information.

The Receiver reserves all of the rights and remedies of the Debtors and the Receiver in respect of any and all Property of the Debtors.

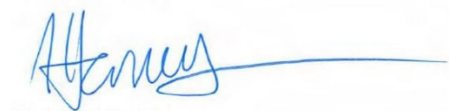
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<sup>1</sup> The Receiver notes that the CA\$1,723,495 of payments is less than the amount of CA\$1,770,689 that the Receiver understands is due to Techlantic in connection with the foregoing transaction.

Should you have any questions or concerns please do not hesitate to contact the undersigned.

Yours truly,

**Goodmans LLP**



Andrew Harmes  
Encl.

cc: Caroline Descours, Goodmans LLP  
Paul Bishop and Kamran Hamidi, FTI Consulting Canada Inc.

1400-7404-8777

## Schedule "A"

### Receiver Account Information

#### **Canadian Dollar Account:**

Bank of Nova Scotia  
Toronto Business Service Centre  
4715 Tahoe Blvd  
Mississauga, Ontario L4W 0B4

For EFT Debits or Credits:  
Canadian Dollar Currency Account #: 476962047012  
Transit number: 47696  
Institution code: 002

For Wire Payments:  
Bank of Nova Scotia  
44 King Street West  
Toronto, ON Canada M5H 1H1  
Swift Code: NOSCCATT  
Canadian Clearing Code or Routing Code: //CC000247696  
Canadian Dollar Currency Account # 476962047012

#### **US Dollar Account:**

Bank of Nova Scotia  
Toronto Business Service Centre  
4715 Tahoe Blvd  
Mississauga, Ontario L4W 0B4

For EFT Debits or Credits:  
USD Dollar Currency Account #: 476961607111  
Transit number: 47696  
Institution code: 002

For Wire Payments:  
Bank of Nova Scotia  
44 King Street West  
Toronto, ON Canada M5H 1H1  
Swift Code: NOSCCATT  
USD Clearing Code or Routing Code: //CC000247696  
USD Currency Account # 476961607111

**Schedule “B”**

**The Beale Email**

[See attached]



**From:** [Alexis Beale](#)  
**To:** [Harmes, Andrew](#)  
**Cc:** [Descours, Caroline](#); [Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)  
**Subject:** Re: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)  
**Date:** Wednesday, January 3, 2024 2:45:21 PM  
**Attachments:** [Documents on Behalf of 1309767 Ontario Ltd. and 2601658 Ontario Ltd., Jan 3, 2024.pdf](#)

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Andrew,

Thank you for the discussion yesterday about the status of the Trade X Receivership and my clients', 1309767 Ontario Ltd. and 2601658 Ontario Ltd., proprietary right in 36 vehicles and/or the proceeds of the sales therefrom.

Further to your request, I attach here a PDF bundle of documents containing the following:

- Tab A (1-36): The relevant invoices pertaining to the vehicles in question. These documents serve as one of the bases upon which my clients' proprietary right is derived, on the stipulated terms that title to the goods shall not pass to the purchaser until full payment is received.
- Tab B: The Irrevocable Letter of Direction dated January 30, 2023. This document was an attempt by the parties to satisfy the obligations to my client. It signifies the good faith attempts for resolution but does not override the existing proprietary rights as established by the invoices.
- Tab C: An email from Wouter van Essen to Techlantic staff dated January 2, 2024. This email details the setoff being applied to satisfy a portion of the amount outstanding to the numbered companies. It's indicative of ongoing efforts to resolve the financial obligations and the interactions between parties involved.

In relation to Tab C and the asserted set off, I would like to provide the following context:

- Collection and Further Procurement: Historically, my clients have procured vehicles for Techlantic. These vehicles are then sold by Techlantic. In that vein, my clients have been collecting certain funds on behalf of Techlantic. These funds were typically reinvested in the procurement of vehicles for Techlantic.
  - In the case of the 14 vehicles currently in question, the end purchaser followed this custom as part of a broader arrangement, which also included purchases from a Canadian entity related to the purchaser.
- Change Due to Receivership: In or around mid-October 2023, in part considering the

events leading up to the Receivership, the regular course of business, including the further purchases with the collected funds, has ceased.

- Basis for Set-Off: My clients currently holds funds on account of vehicles purchased on Techlantic's behalf. These funds are now asserted to be set off against the pre-existing debt owed to my clients by Techlantic (details are in Tab C and the attachment thereto).

Considering that there is an outstanding amount of \$189,093.28, we request that the Receiver provide us with information to enable us to trace the vehicles and the proceeds from their sale, with reference to the VINs provided in the attached documents. My clients assert a constructive trust claim over these proceeds.

We look forward to your response and further information regarding the claims process.

Kind Regards,  
Alexis Beale

**Alexis Beale** | Rosemount Law Professional Corporation  
(647) 692-0222 [abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)

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**From:** Harmes, Andrew <aharmes@goodmans.ca>  
**Sent:** December 28, 2023 7:54 PM  
**To:** Alexis Beale <abeale@rosemountlaw.com>  
**Cc:** Descours, Caroline <cdescours@goodmans.ca>; Kamran.Hamidi@fticonsulting.com <Kamran.Hamidi@fticonsulting.com>  
**Subject:** RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Great, thanks – I will send an invite.

**Andrew Harmes**  
Goodmans LLP

416.849.6923  
[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)  
[goodmans.ca](http://goodmans.ca)

---

**From:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Sent:** Thursday, December 28, 2023 7:41 PM  
**To:** Harmes, Andrew <[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)>  
**Cc:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>; Kamran.Hamidi@fticonsulting.com  
**Subject:** Re: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Andrew,

Thank you. Yes, 11:30 is good for me.

Best,

Alexis

On Dec 28, 2023, at 4:35 PM, Harmes, Andrew <[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)> wrote:

Hi Alexis – I am tied up tomorrow but can speak early next week. Would Tuesday after 11am work? Let me know.

Thank you,

**Andrew Harmes**

Goodmans LLP

416.849.6923

[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)

[goodmans.ca](http://goodmans.ca)

---

**From:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Sent:** Thursday, December 28, 2023 2:47 PM  
**To:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>; [Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)  
**Cc:** Harmes, Andrew <[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)>  
**Subject:** RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Caroline,

I am in the process of preparing a letter regarding my clients' interests in the receivership, but I think it may be helpful to have a call to discuss. Do you have any availability tomorrow or early next week?

Kinds regards,

Alexis

**Alexis Beale** | Rosemount Law Professional Corporation  
(647) 692-0222 [abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)

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**From:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>  
**Sent:** Friday, December 22, 2023 3:08 PM  
**To:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>; [Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com)  
**Cc:** Harmes, Andrew <[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)>  
**Subject:** RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Alexis,

That is correct. FTI was appointed receiver today.

We will add you to the service list going forward and caselines.

Thank you.

**Caroline Descours**

(she/her)

Goodmans LLP

[416.597.6275](tel:416.597.6275)

---

**From:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Sent:** Friday, December 22, 2023 1:59 PM  
**To:** [Kamran.Hamidi@fticonsulting.com](mailto:Kamran.Hamidi@fticonsulting.com); Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>  
**Subject:** Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Good afternoon,

My name is Alexis Beale and I am counsel to (1309767 Ontario Ltd. and 2601658 Ontario Ltd., collectively the “Van Essen Numbered Companies”). I have just been retained and I am in the process of getting up to speed, but I understand that FTI was appointed as Receiver earlier today. My clients have an interest in this Receivership I request that you add me to the service list, on my clients' behalf.

I would also like to be invited to the Caselines site for this matter, so that my clients have access to all materials filed/ orders granted to date.

Kind regards,

Alexis Beale

**Alexis Beale** | Rosemount Law Professional Corporation  
(647) 692-0222 [abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)

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**Schedule “C”**

**The Van Essen Email**


[See attached]

## FW: Payment received from Stephen applied to outstanding invoices

Wouter Van Essen <wouter@techlanticconsulting.com>

Tue 2024-01-02 7:55 PM

To:eric@techlantic.com <eric@techlantic.com>;june@techlantic.com <june@techlantic.com>;Michelle Ralph (michelle@techlantic.com) <michelle@techlantic.com>

 1 attachments (17 KB)

Balance\_Due\_to\_Purchasing\_Company and Dec Payment Application - B.xlsx;

Hi June, Michelle, and Eric,

I am writing to inform you of recent transactions between 1309767 Ontario Limited and Techlantic Ltd. Our company deposited six cheques from Mr. Stephen Zhou, dated from November 28th to December 19th. These funds include a payment due to Techlantic Ltd. of \$1,723,495 CAD for vehicle orders from August 2023 (S23835, S23863, S23864, S23865, S23877, S23878, S23879, S23849, S23850, S23862, S23897, S23898, S23942, and S23943). These details are in the first tab of the attached spreadsheet.

There is also an outstanding balance for vehicles purchased by my companies last year, which has not been settled by Techlantic Ltd., detailed on the second tab. Our invoice terms state that title to the vehicles only transfers when payment is received in full. We never received this payment, so when Techlantic proceeded to transfer these cars, it did so without title.

In resolution, I have applied the payments from Mr. Zhou against the overdue amounts for these vehicles, a process detailed in column Q of the second tab, with the date of the transaction recorded as December 20th.

After this application, the remaining balance due to my purchasing companies is \$189,093.28 CAD. I request that you confirm this balance and update the records of Techlantic Ltd. accordingly.

I await your confirmation of the adjusted balance.

Kind regards,  
Wouter

**Wouter van Essen**  
**Techlantic Consulting Ltd. |700 Third Line, Oakville, Ontario, Canada, L6L 4B1**  
**Mobile: +1-416-414-1967**

Order Number	Model	VIN	Payment Due
S23835	GLS450	4JGFF5KE1PA973760	\$ 143,100.00
S23863	GLE450	4JGFB5KB9RB007915	\$ 105,175.00
S23864	GLE450	4JGFB5KB3RB017808	\$ 105,360.00
S23865	GLE450	4JGFB5KB8RB017822	\$ 102,400.00
S23877	GLE450	4JGFB5KB3RB017792	\$ 106,100.00
S23878	GLS450	4JGFF5KE5PB010225	\$ 139,400.00
S23879	GLS450	4JGFF5KE3PB023524	\$ 143,100.00
S23849	GLS450	4JGFF5KE1PB021786	\$ 139,400.00
S23850	GLS450	4JGFF5KE4PB023497	\$ 139,400.00
S23862	GLE450	4JGFB5KB7RB032375	\$ 104,435.00
S23897	GLS450	4JGFF5KE3PB023538	\$ 140,325.00
S23898	GLS450	4JGFF5KE7PA982429	\$ 143,100.00
S23942	GLE450	4JGFB5KB6RB025787	\$ 106,100.00
S23943	GLE450	4JGFB5KBXRB025775	\$ 106,100.00
			<b>\$ 1,723,495.00</b>



Order Number	Vehicle Name	Purchasing Dealer Name	Source Dealer Name	Control Location	Date of Control Date	Reference Num	Account Name	Sales Currency	Model	Manufacturer	Model Year	Purchasing Currency	TX Shipping	Date Purchasing	Comp Pa	Balance Due to Purchasing	Comp	Payment Applied	New Balance Outstanding	Payment Application Date
S22395	MHM1M4AGNUNJ35774	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	09-08-2022	Inv919 / 111169	TX OPS Indiana Limited	USD	ELANTRA PREFERRED S	HYUNDAI	2022	CAD		Aug 09, 2022		\$33,017.50		\$33,017.50	\$0.00	20-Dec-23
S22400	1Y5G4GTM9R276649	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	10-09-2022	Inv920 / 111099	TX OPS Indiana Limited	USD	ESCALADE	CADILLAC	2022	CAD		Aug 10, 2022		\$145,084.09		\$145,084.09	\$0.00	20-Dec-23
S22428	MHM1M4AGNUNJ30980	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 110769	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 16, 2022		\$31,600.45		\$31,600.45	\$0.00	20-Dec-23
S22429	MHM1M4AGNUNJ47344	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 111100	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 16, 2022		\$32,042.28		\$32,042.28	\$0.00	20-Dec-23
S22430	MHM1M4AGNUNJ19642	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv940 / 111069	TX OPS Indiana Limited	USD	ELANTRA	HYUNDAI	2022	CAD		Aug 15, 2022		\$33,515.80		\$33,515.80	\$0.00	20-Dec-23
S22531	3GKALVEXLL163625	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	31-09-2022	Inv949 / 111633	TX OPS Indiana Limited	USD	TERRAIN 4X4 SLT ADR SL	GMC	2020	CAD		Aug 31, 2022		\$35,649.24		\$35,649.24	\$0.00	20-Dec-23
S22534	1FTFW1EP2K0E01041	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	16-09-2022	Inv954 / 111216	TX OPS Indiana Limited	USD	F150 XLT 301A SPORT	FORD	2019	CAD		Jun 16, 2022		\$45,200.00		\$45,200.00	\$0.00	20-Dec-23
S22547	KNDPNCAC8N702029	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	26-09-2022	Inv945 / 119469	TX OPS Indiana Limited	USD	SPORTAGE EX PREMIUM	KIA	2022	CAD		Aug 29, 2022		\$44,578.50		\$44,578.50	\$0.00	20-Dec-23
S22552	KMK12AB7P9J908030	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	29-09-2022	Inv948 / 111654	TX OPS Indiana Limited	USD	KONA	HYUNDAI	2023	CAD		Aug 30, 2022		\$33,165.50		\$33,165.50	\$0.00	20-Dec-23
S22556	3PCAJM3SL100622	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	31-09-2022	Inv959 / 111648	TX OPS Indiana Limited	USD	QX50	INFINITI	2020	CAD		Aug 31, 2022		\$46,091.50		\$46,091.50	\$0.00	20-Dec-23
S22561	4T1G11AK4P1719994	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	30-09-2022	Inv948 / 111652	TX OPS Indiana Limited	USD	CAMRY SE	TOYOTA	2023	CAD		Aug 31, 2022		\$43,221.37		\$43,221.37	\$0.00	20-Dec-23
S22580	3PCAJM3L1L101282	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111645	TX OPS Indiana Limited	USD	QX50	INFINITI	2020	CAD		Sep 02, 2022		\$46,154.85		\$46,154.85	\$0.00	20-Dec-23
S22581	4T1GK1AKL0110291	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111661	TX OPS Indiana Limited	USD	CAMRY XSE	TOYOTA	2020	CAD		Sep 02, 2022		\$39,945.50		\$39,945.50	\$0.00	20-Dec-23
S22582	JN1FV7DR9M8M06209	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111678	TX OPS Indiana Limited	USD	Q50	INFINITI	2021	CAD		Sep 01, 2022		\$61,980.50		\$61,980.50	\$0.00	20-Dec-23
S22583	4T1G11AKP0J077239	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111679	TX OPS Indiana Limited	USD	CAMRY SE	TOYOTA	2023	CAD		Sep 01, 2022		\$43,221.37		\$43,221.37	\$0.00	20-Dec-23
S22584	3PCAJM3SL105600	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv962 / 111654	TX OPS Indiana Limited	USD	QX50	INFINITI	2020	CAD		Sep 01, 2022		\$43,335.50		\$43,335.50	\$0.00	20-Dec-23
S22585	MJT3CBQY2M0454442	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111611	TX OPS Indiana Limited	USD	CX-9 KURO EDITION	MAZDA	2021	CAD		Sep 01, 2022		\$51,628.57		\$51,628.57	\$0.00	20-Dec-23
S22587	1C6SRFL1TAM927361	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111642	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022		\$68,986.50		\$68,986.50	\$0.00	20-Dec-23
S22588	1C6SRFL1T2M962771	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv961 / 111650	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022		\$68,986.50		\$68,986.50	\$0.00	20-Dec-23
S22589	1GY94GKLPK115749	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111695	TX OPS Indiana Limited	USD	ESCALADE SPORT PLATI	CADILLAC	2023	CAD		Sep 02, 2022		\$168,765.50		\$168,765.50	\$0.00	20-Dec-23
S22593	1C6SRFL1TAM961657	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	01-09-2022	Inv962 / 111657	TX OPS Indiana Limited	USD	1500 REBEL CREWCAB	RAM	2021	CAD		Sep 01, 2022		\$66,500.50		\$66,500.50	\$0.00	20-Dec-23
S22603	1C4JUXDGMV634071	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111687	TX OPS Indiana Limited	USD	WRANGLER	JEEP	2021	CAD		Sep 02, 2022		\$48,985.50		\$48,985.50	\$0.00	20-Dec-23
S22610	KNDNB5F4H6220916	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111688	TX OPS Indiana Limited	USD	CARNIVAL	KIA	2023	CAD		Sep 02, 2022		\$48,897.36		\$48,897.36	\$0.00	20-Dec-23
S22611	5XYPKDFJMG139599	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111689	TX OPS Indiana Limited	USD	SORENTO	KIA	2022	CAD		Sep 02, 2022		\$58,025.50		\$58,025.50	\$0.00	20-Dec-23
S22612	5XYP5DHC7N335423	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111690	TX OPS Indiana Limited	USD	TELLURIDE	KIA	2022	CAD		Sep 02, 2022		\$63,248.36		\$63,248.36	\$0.00	20-Dec-23
S22614	5XYPKDFJMG139599	1309767 Ontario Limited (SBFS Translantic)	Xpress Financial Inc.	Mississauga - TradeX	02-09-2022	Inv962 / 111684	TX OPS Indiana Limited	USD	SORENTO	KIA	2022	CAD		Sep 02, 2022		\$58,025.50		\$58,025.50	\$0.00	20-Dec-23
S22586	3PCAJM3SL103404	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv186 / 111665	TX OPS Indiana Limited	USD	QX50 ESSENTIAL	INFINITI	2020	CAD		Sep 07, 2022		\$47,573.00		\$47,573.00	\$0.00	20-Dec-23
S22599	3GKALMEV1HL304427	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	21-09-2022	Inv191 / 111669	TX OPS Indiana Limited	USD	TERRAIN	GMC	2022	CAD		Sep 21, 2022		\$41,300.37		\$41,300.37	\$0.00	20-Dec-23
S22602	3PCAJM3SL115236	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111672	TX OPS Indiana Limited	USD	QX50	INFINITI	2020	CAD		Sep 08, 2022		\$48,420.50		\$48,420.50	\$0.00	20-Dec-23
S22604	JTJJARZDL2220212	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111675	TX OPS Indiana Limited	USD	NX300	LEXUS	2020	CAD		Sep 08, 2022		\$48,420.50		\$48,420.50	\$0.00	20-Dec-23
S22605	1GCUYDE1D8M2231400	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111676	TX OPS Indiana Limited	USD	SILVERADO	CHEVROLET	2021	CAD		Sep 09, 2022		\$53,278.37		\$53,278.37	\$0.00	20-Dec-23
S22607	1G1255573M193071	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111685	TX OPS Indiana Limited	USD	MALIBU	CHEVROLET	2022	CAD		Sep 07, 2022		\$32,038.68		\$32,038.68	\$0.00	20-Dec-23
S22608	3PCAJM3SL102241	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	09-09-2022	Inv186 / 111686	TX OPS Indiana Limited	USD	QX50	INFINITI	2020	CAD		Sep 08, 2022		\$48,420.50		\$48,420.50	\$0.00	20-Dec-23
S22613	JTJJARDZLS019401	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	15-09-2022	Inv189 / 111692	TX OPS Indiana Limited	USD	NX300	LEXUS	2020	CAD		Sep 19, 2022		\$50,340.37		\$50,340.37	\$0.00	20-Dec-23
S22621	1C4JDLT5G2448739	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv185 / 111703	TX OPS Indiana Limited	USD	DURANGO CITADEL	DOODGE	2016	CAD		Sep 08, 2022		\$33,052.50		\$33,052.50	\$0.00	20-Dec-23
S22622	1G6D5SR5K5L014003	Transcan Technical Services	Xpress Financial Inc.	Mississauga - TradeX	07-09-2022	Inv185 / 111677	TX OPS Indiana Limited	USD	CTS LUXURY	CADILLAC	2020	CAD		Sep 08, 2022		\$47,299.54		\$47,299.54	\$0.00	20-Dec-23
<b>\$1,723,495.00</b> <b>\$189,093.28</b>																				

## **APPENDIX “N”**

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**From:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Sent:** Tuesday, January 30, 2024 11:31 AM  
**To:** Dunn, Mark <[mdunn@goodmans.ca](mailto:mdunn@goodmans.ca)>  
**Cc:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>; Tee, Brittini <[btee@goodmans.ca](mailto:btee@goodmans.ca)>  
**Subject:** RE: Trade-X and 1309767 Ontario Ltd. et al.

Mark,

It is disappointing that despite my clients' repeated attempts to communicate with the Receiver, they continue to misunderstand each other. I am writing to clarify any misunderstandings on behalf of my clients.

Firstly, the December 11, 2023, Order did not prohibit set-offs. If the court had intended to restrict these transactions, it would have been clearly stated, as it was in the Receivership Order. The Information Officer Order aimed to maintain the status quo, which for my clients involved ongoing transactions through mutual debits and credits. These transactions between Techlantic and the Van Essen Numbered Companies were an essential business practice and were approved by Trade-X. This longstanding relationship was critical to sustaining Techlantic's profitability while Trade-X deprived it of liquidity.

Secondly, regarding Section 95 of the BIA, it is unclear how it applies in the current receivership context. Even if it were applicable, it would not impact the transactions in question. The transactions from Dec 7 to 19, 2023, were legal set-offs between companies operating at arm's length. Misunderstandings, especially those held by Mr. Westin Lovy of PRG about the relationship between my clients and Trade-X, have unfortunately influenced the Receiver's initial portrayal. My clients have repeatedly attempted to clarify these relationships and expect an accurate reflection of this in the Receiver's assessment.

My clients find the Receiver's position of being unable to assess their claims while preparing to advance a motion based on broadly stated and unwarranted concerns both inconsistent and prejudicial. Your client seems to be using its status as a Receiver to significantly overreach and ask my clients, who are third parties to a receivership, to relinquish property that is lawfully in their possession on an interim basis, pending resolution of a possible dispute. As much as they would like to work with the Receiver, they cannot agree to take such a detrimental step.

Kind Regards,  
Alexis Beale

**Alexis Beale** | Rosemount Law Professional Corporation

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**From:** Dunn, Mark <[mdunn@goodmans.ca](mailto:mdunn@goodmans.ca)>  
**Sent:** Thursday, January 25, 2024 2:51 PM  
**To:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Cc:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>; Tee, Brittini <[btee@goodmans.ca](mailto:btee@goodmans.ca)>  
**Subject:** RE: Trade-X and 1309767 Ontario Ltd. et al.

Alexis,

It seems clear that the Receiver and the Van Essen companies have different perspectives on this issue, and based on our correspondence to date, those differences are unlikely to be resolved by exchanging further e-mails. The Receiver is fully aware of – and has abided by – its obligations. In the current situation, the Receiver’s priority is to preserve funds that appear to be Property within the meaning of the Receivership Order. If your clients ultimately prove that they are entitled to the funds then they will be paid and they will suffer no harm. But the Receiver cannot simply accept your client’s position without an appropriate process, and the Receiver needs to preserve the funds while the process is properly advanced pursuant to the receivership proceedings. It seems a motion will be required to resolve these issues.

In light of your specific request, however, I have provided a fairly detailed response to your e-mail below. I do not, however, believe that continuing to debate these issues by e-mail is a good use of stakeholder resources. Please note, as well, that the Receiver’s investigation and understanding of these issues remains at a preliminary stage and it has not reached any final conclusions. The Receiver expressly reserves the right to supplement or change its positions as these proceedings move forward.

First, we do not (and have not) claimed that the December 11, 2023 order of Justice Penny makes the funds “Property”. In our view, the December 11 Order prohibits the set-off transaction that your client purported to complete on December 20, 2023. We therefore believe that the funds were (and are) Property within the meaning of the Receivership Order.

Second, we fully appreciate the claims asserted by your clients. We are not rejecting those claims. But the Receiver is not in a position to make a final determination on those claims at this point. The relationships between the parties are complex, and there are several factors that we need to understand before accepting your client’s position. These include, but are not limited to:

- The effect of your client’s position would be to allow the Van Essen Companies to recover on their unsecured claims ahead of secured creditors. This may give rise to concerns relating to

- s. 95 of the *BIA*, or otherwise;
- The proprietary claims asserted by your client are complicated by the fact that the debts that your clients assert relate to vehicles apparently sold to Techlantic in 2022, whereas the funds that it is holding relate to vehicles paid between September and December 2023. It is not clear how a constructive trust or other tracing remedy would apply on these facts;
  - Determining whether vehicles were actually misappropriated, and tracing the funds allegedly earned from that misappropriation will take time and more evidence than has been provided to date;
  - It appears that the Van Essen Companies may not deal at arm's length with the Debtors. We understand that the Techlantic employee responsible for these transactions was Eric Van Essen and that he is Wouter Van Essen's son. We need to understand how (if at all) this is relevant to how your clients' claims should be assessed.

The claims being asserted need to be fully vetted before the Receiver reaches a final determination. The Receiver needs to preserve the funds in the interim.

Regards,  
Mark

**Mark Dunn**

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**From:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Sent:** Wednesday, January 24, 2024 10:57 AM  
**To:** Dunn, Mark <[mdunn@goodmans.ca](mailto:mdunn@goodmans.ca)>  
**Cc:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>  
**Subject:** RE: Trade-X and 1309767 Ontario Ltd. et al.

Mark,

Thank you for your email dated January 21, 2024, in which you responded to the request from my clients, the Van Essen Companies, for the Receiver of the Trade X Group of Companies to provide its position on the Van Essen Companies' proprietary and set-off rights.

As is clear from the Van Essen Companies' efforts to engage with the Receiver, they are of the view that this is a matter that can be resolved through good faith discussions, and need not result in litigation. While I understand your position on the futility of email debates, my clients are focused on transparency, not debate. Furthermore, considering the Receiver's mandate "to act honestly and in the best interests of all interested parties," my clients' request for their full position to be considered is appropriate.

Prior to the Receiver's appointment, at the time when my clients applied the set-off, they

immediately notified of the same. They continue, post-Receivership, to provide requested documentation and maintain open communications.

Your client's demand for immediate payment is not justified. The demand overlooks my clients' set-off and proprietary rights. Without such transparency, the basis on which the Receiver legitimizes its demand, significantly prejudicing one interested party, remains unclear.

Your position is that the funds are Property under the Information Officer Order of Justice Penny dated December 11, 2023. My client disagrees, but more importantly, there is nothing in the Information Officer Order that changed the ownership or control of Trade-X.

Even if a Receiver had been appointed and charged with the estate on December 11, 2023, which they were not, there was nothing in the Information Officer Order that served to oust my clients' right to set-off under section 97(3) of the *Bankruptcy and Insolvency Act* or otherwise. In the absence of an express provision to the contrary, section 97(3) of the *BIA* provides that the law of set-off applies to all claims made against the estate of the bankrupt and also to all actions instituted by the trustee for the recovery of debts due to the bankrupt in the same manner and to the same extent as if the bankrupt were plaintiff or defendant, as the case may be.

Furthermore, the Funds are not "Property" under the *BIA* or any order issued thereunder. The *BIA* expressly excludes from the definition of "Property", "property held by the bankrupt in trust for any other person".

As you are aware, my clients take the position that they have a proprietary right to the proceeds from the sales of 36 vehicles, which Techlantic misappropriated from them (the "Misappropriated Vehicles"). During my call with Andrew Harmes, I made the request that the Receiver assist with the exercise of tracing the flow of funds associated with the sale of the Misappropriated Vehicles. To date that request has gone unacknowledged.

The Misappropriated Vehicles were transferred to Techlantic and while payment remained outstanding, the vehicles were resold to Trade X Indiana, where my clients presume that the Misappropriated Vehicles were again resold to unknowing third parties. My clients maintain the title for the Misappropriated Vehicles transferred to Techlantic due to the express invoice terms that state that title to the vehicles remains with the Van Essen Companies until the complete settlement of payment is received. The relevant terms are included below:

- Ownership of the goods shall continue to belong to the Vendor and shall not transfer to the Purchaser until the Vendor receives full payment for the purchase price and all associated bank charges related to the sale.
- The Purchaser is prohibited from allowing any charge, lien, or encumbrance, whether possessory or otherwise, to be placed on the goods until the purchase price is entirely settled.

My clients have consistently asserted their right to the proceeds from the sale of the Misappropriated Vehicles (the "Trust Funds") and would have taken formal action regarding the same, but for their desire to act in good faith to not impede the (at that time) pending the sale of

13517985 Canada Inc. (“Wholesale Express”). Correspondingly, their rights to the Trust Funds have been acknowledged by the Trade-X Group throughout, including in an Irrevocable Letter of Direction, which lists each of the Misappropriated Vehicles by VIN in an attached schedule.

My clients’ expectation is that the Receiver take steps in accordance with its fiduciary duty to act in the best interests of all interested parties. In that vein, there is no basis for the Receiver to demand my clients relinquish their own property.

And while my clients firmly believe that this issue can and should be resolved out of court, if your client proceeds to file a motion, my clients will have no choice but to file a cross-motion to assert their rights to the set-off funds, the balance of the Trust Funds outstanding as well as pre and post judgment interest.

My clients request a detailed response to these positions and the opportunity to engage fully prior to the filing of any motion.

Kind Regards,  
Alexis Beale

**Alexis Beale** | Rosemount Law Professional Corporation

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**From:** Dunn, Mark <[mdunn@goodmans.ca](mailto:mdunn@goodmans.ca)>  
**Sent:** Sunday, January 21, 2024 4:44 PM  
**To:** Alexis Beale <[abeale@rosemountlaw.com](mailto:abeale@rosemountlaw.com)>  
**Cc:** Descours, Caroline <[cdescours@goodmans.ca](mailto:cdescours@goodmans.ca)>  
**Subject:** Trade-X and 1309767 Ontario Ltd. et al.

Alexis,

Further to our discussion, and your request, I am writing to briefly set out the Receiver’s position and the basis for it. Briefly stated, the Receiver believes that the funds held by your clients are “Property” within the meaning of the Receivership Order. The Receiver requires that the funds be paid immediately to it. It is prepared to accept the funds without prejudice to any argument that your clients wish to make about their entitlement to the funds. But if we cannot reach an agreement then we have instructions to bring a motion for an order requiring that the funds be paid

to my client.

As I said on our call, I do not believe that a lengthy debate by e-mail will be productive. That said, if a brief outline of our position will help your client understand our position and potentially reach a resolution then we are happy to provide it.

According to the e-mail from Wouter Van Essen, the \$1,723,495 at issue (the “Funds”) were payment for sales made by Techlantic to Stephen Zhou. As my colleague Mr. Harmes explained in the January 5, 2024 letter, the Funds are Property.

Your clients, 1309767 Ontario Ltd. and 2601658 Ontario Ltd. (the “Van Essen Companies”) have claimed that the Funds are not Property, because they applied the Funds to pay debts allegedly owed by Techlantic to the Van Essen Companies (the “Set-Off Transaction”). Mr. Van Essen claims that the Set-Off Transaction occurred on December 20, 2023.

The Set-Off Transaction breached the Order of Justice Penny dated December 11, 2023. That order postponed the Receivership application, allowing additional time for the potential completion of a sale transaction involving Wholesale Express in separate CCAA proceedings, but sought to otherwise preserve the status quo in respect of the Trade X and Techlantic companies. As a condition of the postponement, the Court imposed a stay of proceeding that prevented any person from exercising any right or remedy:



Thus, the Set-Off Transaction was prohibited by the Order of Justice Penny and remains stayed by the Receivership Order.

We understand that the Van Essen Companies also assert certain proprietary remedies relating to the Funds. The Receiver has not yet had an opportunity to fully investigate these claims and determine the validity and effect of them. That claim can be addressed in an orderly manner, once the Funds are paid to the Receiver.

In the circumstances, the Receiver must carry out its mandate and collect the Property. That includes the Funds. We therefore require that your client pay the Funds to the Receiver, failing which we have instructions to bring a motion on the earliest available date.

I look forward to hearing from you.



Regards,  
Mark

**Mark Dunn**

He/Him  
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Applicant

Respondents

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

Proceeding commenced at Toronto

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**MOTION RECORD OF THE RECEIVER**

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