Court File No. CL-25-00753596-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

STEPHEN GILBERTSON and
UNITED STATES AIR COMPRESSOR INCORPORATED

Applicants
(Moving Parties)

- and -

MEHMET BORA KUZUCAN, ZORBEY DOGUKAN KUZUCAN, DENIZ DINCER, US AIR COMPRESSOR (CANADA) INC. and US AIR COMPRESSORS INC.

Respondents
(Responding Parties)

AN APPLICATION PURSUANT TO SECTION 241 of the *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, as amended, and SECTION 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

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MOTION RECORD
(for Receiver's Charge)

September 9, 2026

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Respondent

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Secured Creditor

AND TO: **MERCHANT GROWTH LTD. d.b.a. MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP**
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Secured Creditor

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INDEX

TAB 1

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ONTARIO
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AN APPLICATION PURSUANT TO SECTION 241 of the *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, as amended, and SECTION 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

NOTICE OF MOTION
(for Receiver's Charge)

The Applicants will make a Motion to a Judge presiding over the Commercial List on Tuesday, September 15, 2026 at 10:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

[ ] In writing under subrule 37.12.1(1) because it is

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[x] By video conference.

at the following location: Zoom link to be provided by the Registrar.

THE MOTION IS FOR

1. An Order:

(a) Granting a Receiver's Charge (the "**Receiver's Charge**") on the "**Property**" (as defined in the Order of the Honourable Justice Myers dated July 28, 2026 (the "**Receivership Order**"), as a first priority charge to secure the fees and disbursements of TDB Restructuring Limited (the "**Receiver**") and any counsel it retains, substantially in the form contained in the Commercial List Model Receivership Order (the "**Model Order**");

(b) Granting a Receiver's Borrowing Charge (the "**Receiver's Borrowing Charge**") on the Property as security for borrowings by the Receiver up to a maximum of $250,000 for the purpose of funding the exercise of the powers and duties conferred upon the Receiver, substantially in the form contained in the Model Order;

(c) Providing that the Receiver's Charge and the Receiver's Borrowing Charge shall have priority over 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 *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as contemplated by the Model Order;

(d) In the alternative, an Amended and Restated Receivership Order that amends the Receivership Order granted on July 28, 2026 to include new paragraphs providing for the Receiver’s Charge and the Receiver’s Borrowing Charge on the terms set out above; and

(e) Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

2. Pursuant to the Receivership Order, TDB Restructuring Limited was appointed as Receiver over US Air Compressor (Canada) Inc. (the “**Canadian Entity**”);

3. The Receivership Order does not include a Receiver’s Charge or Receiver’s Borrowing Charge, which are standard provisions in the Commercial List Model Receivership Order;

4. In his Honour’s endorsement dated July 28, 2026, at paragraph 125, the Honourable Justice Myers noted that the Receiver may bring a motion to seek a priming charge for its fees on notice to secured creditors;

5. The Receiver is a court officer and requires protection to carry out its duties. The Receiver’s Charge secures the fees and disbursements of the Receiver and its counsel, which is standard in every receivership order on the Commercial List;

6. The Receiver’s Borrowing Charge enables the Receiver to borrow funds for carrying out its mandate, which may be necessary in the circumstances given that there are minimal funds in the Canadian Entity’s bank account for the Receiver to draw from upon taking possession;

7. The Receiver has requested the Applicants to bring this motion;

8. Sections 100 and 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

9. Section 241 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

10. Rules 1.04, 2.03, 37, and 38 of the *Rules of Civil Procedure*; and

11. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

(a) The Affidavit of Stephen Gilbertson, to be affirmed;

(b) Such further and other evidence as counsel may advise and this Honourable Court may permit.

August 26, 2026

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Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON et al. -and- MEHMET BORA KUZUCAN et al.

Applicants (Moving Parties) Respondents (Responding Parties)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

NOTICE OF MOTION
(for Receiver's Charge)

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Lawyers for the Applicants

TAB 2

Court File No. CL-25-00753596-0000

ONTARIO
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B E T W E E N:

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- and -

MEHMET BORA KUZUCAN, ZORBEY DOGUKAN KUZUCAN, DENIZ DINCER, US AIR COMPRESSOR (CANADA) INC. and US AIR COMPRESSORS INC.

Respondents
(Responding Parties)

AN APPLICATION PURSUANT TO SECTION 241 of the *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, as amended, and SECTION 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

AFFIDAVIT OF STEPHEN GILBERTSON
(Affirmed August 28, 2026)

I, Stephen Gilbertson, of the City of Edina, in the State of Minnesota in the Country of the United States of America, AFFIRM:

1. I am a 50% shareholder of US Air Compressor (Canada) Inc. (the "**Canadian Entity**"), a 50% shareholder and sole director and officer of United States Air Compressor Incorporated ("**US Air**"), and an Applicant in this proceeding. Accordingly, I have personal knowledge of the of the matters hereinafter deposed to, except where stated to be based upon information and belief, in which case I have stated the source of the information and verily believe it to be true.

2. I affirm this Affidavit in support of a motion for an Order granting a Receiver's Charge in favour of TDB Restructuring Limited (the "**Receiver**"), and any counsel it appoints, and a Receiver's Borrowing Charge, both consistent with the terms of this Honourable Court's Model Receivership Order.

PROCEDURAL HISTORY

3. This proceeding was commenced in November 2025 by way of an application pursuant to Section 241 of the *Canada Business Corporations Act* and Section 101 of the *Courts of Justice Act.*

4. On March 15, 2026, the Applicants brought a motion for the appointment of a receiver over the Canadian Entity and other related relief (the "**Receiver Motion**").

5. The Receiver Motion and other related motions were heard in a full-day hearing on July 6, 2026, and during a case conference on July 22, 2026.

THE JULY 6 HEARING AND RECEIVERSHIP ORDER

6. On July 28, 2026, the Honourable Justice Myers released an Endorsement (the "**Decision**") in which he appointed TDB Restructuring Limited as Receiver over the Canadian Entity. A copy of the Decision is attached hereto as **Exhibit "A".**

7. In the Decision at paragraph 125, Justice Myers directed my counsel as follows:

> *Mr. Wadden is directed to use the Commercial List template receivership order with no priming of existing security interests at this time. If the Receiver seeks a priming charge for its fees or directions as to its mandate, a motion may be brought on notice to secured creditors.*

8. A copy of the signed and entered Order of Justice Myers dated August 12, 2026 (the "**Receivership Order**") is attached as **Exhibit "B"**. Consistent with the Decision, the current Order does not contain a Receiver's Charge or the Receiver's Borrowing Charge (or the provisions permitting the Receiver to borrow funds).

REQUEST FOR RECEIVER'S CHARGE AND RECEIVER'S BORROWING CHARGE

9. I am advised by the Receiver that when it took possession of the Canadian Entity on August 12, 2026, it determined that there was only approximately $34,000 in the Canadian Entity's bank accounts.

10. As set out in my affidavit affirmed July 20, 2026, (my **"Supplementary Affidavit"**), a copy of which is attached as **Exhibit "C"**, Bora had caused the Canadian Entity to enter into a factoring agreement with CCP Advance Inc. d.b.a. "CANACAP", and possibly others. I have been advised by the Receiver that it has not yet undertaken an accounting to determine where the proceeds from the alleged factoring agreement with Canacap or others were sent or how such proceeds were used.

11. In order to ensure that the property and assets of the Canadian Entity are protected, the Receiver will have to ensure that certain expenses are paid for during the receivership proceedings. For instance, the Receiver will have to ensure that rent on the leased premises are paid, service fees for third-party warehouse providers in Montreal are paid, insurance is in place to protect the valuation assets and that there are funds necessary to pay for workers whose assistance the Receiver requires, among other potential expenses that the Receiver may be required to pay.

PPSA REGISTRATIONS

12. Exhibit C to my Supplementary Affidavit is a copy of the *Ontario Personal Property Security Act* ("**PPSA**") Registry search against US Air Compressor (Canada) Inc., dated July 13, 2026.

13. I understand on the basis of that search result that the PPSA Registry discloses that the following persons filed registrations against the Canadian Entity:

(a) The Bank of Nova Scotia;

(b) Royal Bank of Canada;

(c) Bora Kuzucan; and

(d) Canacap, which appears to be CCP Advance Inc. as per Exhibit 4 of the affidavit of Bora Kuzucan sworn July 20, 2026, which is attached hereto as **Exhibit "D"**).

14. Attached as **Exhibit "E"** is a copy of an updated PPSA registry search dated August 25, 2026, which I understand does not disclose any further registrations as against the Canadian Entity.

15. Each of the above-listed secured creditors will be served with the Motion Record for this motion.

THE REQUESTED CHARGES

16. The Receiver has advised the Applicants that it requires the Receiver's Charge and the Receiver's Borrowing Charge to be granted on normal and customary terms,

including the standard priority as contemplated in the Commercial List Model Receivership Order, so that is can be assured that its fees and disbursements will be paid and that it can have access to sufficient funds to carry out its mandate.

17. I verily believe that the Receiver's Charge is necessary to protect the Receiver and its counsel in carrying out the Receiver's mandate as a court-appointed officer, and that the Receiver's Borrowing Charge is necessary to enable the Receiver to borrow funds to carry out its mandate, given the minimal funds available in the Canadian Entity's bank account. Without these charges, which I understand are normal and customary, the Receiver will not be able to continue its mandate for the benefit of the Canadian Entity's stakeholders.

AFFIRMED BEFORE ME by video conference by Stephen Gilbertson of the City of Edina, in the State of Minnesota in the Country of the United States of America, before me at the City of Toronto, in the Province of Ontario, on August 28, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

K Donovan

Katherine (Kasia) Donovan
(LSO# 87212H)

Commissioner for Taking Affidavits
(or as may be)

Stephen Gilbertson

STEPHEN GILBERTSON

This is **Exhibit "A"** referred to in the Affidavit of Stephen Gilbertson affirmed this 28th day of August, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN
(LSO# 87212H)

Commissioner for Taking
Affidavits (or as may be)

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: **CL-25-00753596-0000** **DATE:** **July 28, 2026**

REGISTRAR:____________

NO. ON LIST: ______

TITLE OF PROCEEDING:

STEPHEN GILBERTSON *et al.* v MEHMET BORA KUZUCAN *et al.*

BEFORE: JUSTICE FL MYERS

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Name of Person Appearing	Name of Party	Contact Info
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ENDORSEMENT OF JUSTICE FL MYERS:

The Parties

1. Mr. Stephen Gilbertson and Mr. DK Kuzucan each own 50% of the US corporation, UNITED STATES AIR COMPRESSOR INCORPORATED.

2. Mr. Gilbertson and Mr. Bora Kuzucan each own 50% of the Canadian corporation US AIR COMPRESSOR (CANADA) INC.

3. Mr. Bora Kuzucan is the father of Mr. DK Kuzucan.

4. The Applicants Stephen Gilbertson and the US company initially moved for the appointment of a form of investigative receiver over the Canadian company to accelerate the valuation and accounting required by the parties to separate their businesses.

5. The Applicants also sought terms to try to re-open the flow of goods and funds between the Canadian and US entities pending the final outcome of the litigation. They proposed that the court order the Canadian company to complete sales of goods ordered from the US company with proceeds to be paid 37.5% to the US company; 37.5% to the Canadian company; and 25% to the receiver as may be needed for fees or to be held. All payments would be without prejudice to a final valuation or accounting process between the parties.

6. On July 22, 2026, the Applicants expanded the relief sought to claim a full receivership of the property, assets, and undertaking of the Canadian company and removal of Bora Kuzucan as a director of the US company.

7. The Respondents say that there is no need for a receiver or an investigation. Without a motion, they seek a court ordered share swap. They ask for an order requiring Mr. DK Kuzucan to transfer his shares of the US company to Mr. Gilbertson and order that Mr. Gilbertson transfer his shares of the Canadian company to Mr. Bora Kuzucan. After this share swap is imposed, without any payments one way or the other, each shareholder will be free to go on their own way divorced from the other. The valuation and accounting issues can then be decided in the fullness of time.

Facts

(i) <u>*There is One US Air Compressor Business Operated through two Companies*</u>

8. There is only one integrated business carried on by the two companies. The business sells US Air Compressor branded air compressors with a 10-year bumper-to-bumper warranty.

9. The business was started by Mr. Gilbertson's family in the early 1950s under predecessors of the US company.

10. The warranty is not just a catchy marketing tool. It binds customers to buying services and parts from the business for a decade after they buy their compressors.

11. The business was initially carried on by the US company in the US and Canada. Somewhere north of 80% of sales are made through Mr. Gilbertson to customers in the US.

12. Years ago, Mr. Bora Kuzucan joined Mr. Gilbertson and provided engineering, development, and management expertise to dovetail with Mr. Gilbertson's principal focus on sales. Mr Gilbertson invited Mr. Kuzucan to be his 50/50 partner in the US company.

13. Mr. Kuzucan ran into immigration problems with the US. He decided to live in Montreal.

14. The parties saw a benefit in incorporating the Canadian company to carry on elements of the business. With compressors being manufactured in China, the parties decided to interpose a Canadian buyer of the compressors.

15. Mr. Bora Kuzucan transferred his 50% of the shares in the US company to his son DK. Then he took 50% of the shares in the new Canadian company.

16. When the Canadian company was created, the parties signed a unanimous shareholders' agreement. It is the authoritative source of reasonable expectations that each shareholder had at the time.

17. Articles 43 and 44 provide:

Conflict of Opportunities and Non-Competition

42. Each Shareholder agrees that any business opportunity that comes to the attention of the Shareholder while the Shareholder is a Shareholder, director, officer or employee of the Corporation ***and that is similar to or that relates to the current or anticipated business opportunities of the Corporation*** or that arises out the Shareholder's connection with the Corporation, belongs to the Corporation.

43. Each Shareholder agrees that while a Shareholder, director, officer or employee of the Corporation and for a period of 3 years after ceasing to be a Shareholder, director, officer or employee of the Corporation, the Shareholder will not, solely or jointly with others:

a. undertake, plan, organize or be involved in any way with any business or any business activity that competes with the current or anticipated business of the Corporation in the geographic area in which the Corporation carries on its usual business; or

b. divert or attempt to divert from the Corporation any business the Corporation enjoyed, solicited, or attempted to solicit from its customers, prior to the Shareholder ceasing to be a Shareholder.

44. Each Shareholder agrees that for so long as the Shareholder is a Shareholder, director, officer or employee of the Corporation, the Shareholder will not engage or participate in any other business activities that conflict with the best interests of the Corporation. [Emphasis added.]

(ii) *The Flow of Funds from the US Company*

18. As the business is structured, the Canadian company imports the compressors into Canada from China. But the US company pays the Chinese vendors for the compressors in full in advance.

19. The price paid by the US company, ostensibly on behalf of the Canadian company, is booked as an inter-company loan owing by the Canadian company to the US company.

20. When goods land here, for the few to be delivered to customers in Canada, the Canadian company performs some limited labour on them to make them CSA compliant and to meet language labeling laws. For the bulk of the goods sold to customers in the US, the Canadian company does enough labour to satisfy US import or tariff restrictions. Then the Canadian company delivers the compressors to the US company's US customers.

21. The Canadian company also performs warranty labour on behalf of the US company. It maintains a parts inventory to do so at the cost of the US company.

22. Customers pay the US Company. It keeps the price that it already paid to the foreign manufacturer and this repays the intercompany loan owing by the Canadian company. The remaining profit component is then available to be split between Canada and the US.

23. The problem is that both sides concede that there is no agreement governing the splitting of the proceeds. The unanimous shareholders agreement for the Canadian company requires net profit to be distributed each year as dividends (after repayment of shareholder loans and subject to a reserve for necessary expenses). But the profit calculation is made after someone decides how much money is to come to Canada and how much is to stay in the US company.

24. It seems apparent that the Canadian company must be repaid for its expenses at minimum. It has employees to pay. It performs some R&D. It rents space for operations and storage of machines. It has been working on different types of compressors for example. It performs repairs. It charges the US company for these "professional services."

25. Until this matter came to a head late last year, Bora Kuzucan has been responsible for finances and paying Canada from the US Company. Mr. Gilbertson did not take much interest in the amounts Mr. Bora Kuzucan paid to the Canadian company. This is ostensibly because he and the Kuzucans are each 50/50 shareholders. In any given year, taxes and transfer pricing issues could lead to more or less profit being desirable in one company or the other. The accountants ostensibly did what was appropriate to satisfy regulatory and tax requirements to maximize profits and then they looked to ensure that each side took equal amounts out of the companies personally.

26. In fiscal 2024 and 2025, the Kuzucans took out more from the overall business than was paid to Mr. Gilbertson. At about the same time, the Kuzucans discovered what they believed were previously undisclosed accounts they say Mr. Gilbertson was using to surreptitiously divert funds away from the US company i.e. from sharing with them.

27. Once these disputes arose, Mr. Gilbertson cut off Mr. Bora Kuzucan's ability to control the bank accounts of the US company. Whether this was proactive or a defensive response to allegations coming at him from the Kuzucan's is not of much moment. But it led him to start looking into the fees being paid to Canada from the US company and the overall amounts being removed by Kuzucan family members as compared to the amounts being paid to Mr. Gilbertson.

28. Mr. Bora Kuzucan attests that on learning about potentially secret movements of funds by Mr. Gilbertson away from the US company, he became concerned about the risk of attracting significant tax liability (if Mr. Gilbertson was not declaring income properly). On that basis, he says, to protect the business, he incorporated a

new Delaware corporation in the name of the US company. He then notified US company customers that Mr. Gilbertson had left the business and that all payments due to the US company should be paid to the new Delaware company.

29. In addition, Mr. DK Kuzucan sued Mr. Gilbertson in Minnesota to obtain proper disclosure and for remedies resulting from alleged wrongdoing by Mr. Gilbertson.

(iii) This Litigation – the December 1, 2025 Orders

30. Notwithstanding Mr. Bora Kuzucan's protestations of altruism, it took little analysis to enjoin the blatant misappropriation of corporate assets and opportunities represented by his Delaware company.

31. On December 1, 2025, I granted two orders.

32. First, I appointed an interim manager for both the US and Canadian companies. He was not an insolvency professional appointed as a receiver. Rather he was a former manager of the business whom I hoped would be able to work with both sides. It seemed to me that the companies were deadlocked at 50/50 so that some form of liquidation or buy out would be forthcoming fairly quickly. There had to be some stability asserted for a short period to let the parties get counsel and resolve their divorce issues.

33. The interim manager was also empowered to obtain disclosure of documents for all. It was obvious that there had to be transparency to the movement of funds by both sides to lead to an acceptable resolution.

34. By a separate order dated December 1, 2026, I enjoined the Kuzucans from:

(a) representing to any person that Gilbertson is no longer part of the Company;

(b) interfering in any way with Gilbertson's selling of product on behalf of the Company;

(c) routing any sales in the US through any person other than the US Entity or any payments from US customers to any person other than the US Entity:

(d) initiating or permitting to be initiated any transfers of funds or assets into or out of the Delaware Corporation (as defined in the Gilbertson Affidavit),

(e) hiring or causing or permitting to be hired any persons as employees of the Canadian Entity (as defined in the Gilbertson Affidavit) or the Delaware Corporation, without Gilbertson's prior written consent; and

(f) altering, concealing, defacing, deleting, destroying, discarding, disposing of, erasing, interfering with or removing from the Company or the Delaware Corporation any property, assets, or documents of any kind whatsoever, including, but not limited to, any of the Company's property, assets, or documents that are in the Respondents' possession, power or control.

35. That order also made clear that Mr. Gilbertson is authorized and entitled to sell products to US customers on behalf of both companies as was the *status quo ante*.

36. Quite fairly, Mr. Stanek makes no effort to justify his clients' Delaware misstep. It was not a lawful response by the Kuzucans. But it ended almost as soon as it started. Mr. Wadden points to several hundred thousand dollars that were paid by customers of the US company to the Delaware company. That money is now accounted for and can be taken into account in results down the road.

(iv) Current Status – The Parties are all acting Unlawfully

37. Settlement efforts and mediation have failed to date.

38. Both sides purport to freeze the other out.

39. The imposition of an interim manager was intended to be a short-term holding pattern to keep the business running while the parties agreed on terms to separate. That goal failed. I discharged the interim manager in late February.

40. Since this litigation commenced, Mr. Gilbertson has not allowed money to flow from the US company to the Canadian company. He believes the Kuzucans have improperly taken funds for themselves and he insists on an accounting.

41. For their part, the Kuzucans are holding compressors in warehouses in Canada that are meant for customers and they will not ship unless their demands for very substantial payments are met. They have not provided much support for the quantum of "professional fees" they seek.

42. So, the business has effectively ground to a halt. Customer goodwill must be negatively affected by non-delivery of goods long since ordered and arrived in Canada.

43. The parties have each engaged in much tactical positioning.

44. Mr. Gilbertson purported to terminate the "implied license" granted by the US company to allow Canada to use its website and branding. That is not how the USA says disputes are to be dealt with. First there is mediation and arbitration required. On a material dispute being declared, a shotgun is available to ensure fair value is paid by one side or the other. But as the business of Canada is to service and contribute to the overall US Air Compressors business, this unilateral act does not seem consistent with the parties' agreement or reasonable expectations.

45. The Kuzucans say that they cannot pay employees and operate a business without any funding. As discussed in more detail below, they have found other ways to obtain funds. They may have also sold off some $400,000 of the inventory very cheaply to a distributor to create a competitive vendor of US Air Compressor brand equipment and to cut Mr. Gilbertson out of the profits. That inventory was paid for by the US company. Such sales could well be breaches of the unanimous shareholder agreement and the December 1, 2026 order.

46. The Canadian company now apparently offers for sale a different type of compressor that its brands under a Canadian banner "Air Compressors Canada."

47. For better or for worse, both sides have released the privilege on some of their settlement discussions. It is relevant to note here, that Mr. Gilbertson is content that the Kuzucans sell this new Canadian product on their own behalf going forward provided he keeps the existing US Air Compressor brand compressor business that will no longer flow through the Canadian company.

48. But as there is no settlement yet, sales of Canadian branded air compressors for the Kuzucans own account is likely a violation of the unanimous shareholders' agreement.

49. By withholding deliveries and usurping opportunities and profits, Bora Kuzucan is acting in his own best interest alone.

50. By refusing to pay for services rendered and to be rendered by the Canadian company and refusing to pay ongoing profit sharing, Mr. Gilbertson is acting solely in his own best interest too.

51. He may believe that he is promoting the US business by trying to force delivery of inventory by Canada while refusing to pay until an accounting of historical funds movements by Bora Kuzucan is completed. But he is not cooperating in the US with his own discovery obligations and he has done nothing here to advance a valuation and accounting exercise. He has tried three times before me to force the Canadian company to deliver goods on terms he dictates that he asserts are "fair." But the construct is one that tries to require compliance by the Kuzucans without equal compliance by him.

52. Mr. Gilbertson has raised several issues regarding the amount of money taken out of the business by members of the Kuzucan family; their personal expenses being run through the Canadian company; and questions about expense invoices disclosed by Bora Kuzucan for which there are *prima facie* authenticity issues. They appear to be *prima facie* real issues deserving of a full review.

53. But absent a settlement or a liquidation, I do not understand how Mr. Gilbertson can legitimately cut off cash to Canada to starve it while expecting it to deliver fresh goods and services, or how Mr. Bora Kuzucan can legitimately refuse to complete sales and deliver branded compressors paid for by the US company based on unsupported demands for very substantial amounts of money.

54. Both sides are undermining the very heart of the business to enhance their own positioning.

55. There is only one business. It operates through both companies. Article 42 of the unanimous shareholders' agreement makes it clear that the protected business in Canada is the one that is "***similar to or that relates to the current or anticipated business opportunities of the Corporation."*** That is the integrated business of selling US Air Compressor branded air compressors. Under article 43 (a), there can be no business undertaken that competes with the business. And under article 44, none of the parties can engage in any activities that conflict with the best interests of the company.

56. Both sides seek to separate the companies as if they had agreed to terms for Bora Kuzucan to take the Canadian company and Stephen Gilbertson to take the US company. But they have not agreed to terms to accomplish this end. In the meantime, each is trying to impose his will on the other in most inappropriate ways.

57. Each of the companies is owned 50/50. Each is deadlocked at the shareholder level. Yet the protagonists are acting as if they already each own their preferred company ignoring the interests of the other.

58. In an endorsement dated March 17, 2026, I discussed the problem this way:

> 16. While the Canada versus US construct may represent an end-game to consensual parties, neither party seems to realize the mud puddle in which the[y] are currently mired. They are both acting unilaterally as supposed management on each side of the border. But they are taking steps outside the ordinary course of business designed expressly to prefer themselves and to defeat the other *qua* shareholder. They are each acting in conflict of interest without approval of the deadlocked shareholders.

59. Neither side took any heed at all of their obvious conflicts of interest. Each continues to prefer himself, ignore the best interests of the companies, and circumvent governance and shareholder approval requirements.

60. On May 14, 2026, I declined a prior attempt by Mr. Gilbertson to impose a limited form of receiver to sell goods with his desired split of proceeds of sales. I tried again to explain to the parties that while they could agree to separate, they could not act as if they were already separate. In my May 14, 2026 endorsement, I wrote:

> 6. I am not in a position to say today what payments should flow up from the US company to Canada on the releases of product. I am concerned about the good faith on all sides. Using available leverage is one thing. Deliberately prejudicing the other side is another. I would have thought that counsel should be able to lead their clients for a *modus vivendi* to allow the business to continue pending trial or, at least, the interlocutory motion. The answer is not zero or 100. 50/50 split of price seems like a good start. Whether there is some component of additional funds that could flow short of the US company believing it is funding ongoing misappropriation, is for the parties to determine. But holding ones breath until the business passes out is not a sign of a good faith approach.
>
> 7. Both sides say the other has taken money improperly. Mr. Gilbertson has done himself no favours failing to disclose accounts proactively. There may be explanations. But if so, expose them to the sunlight rather than remaining in the shadows.
>
> 8. The Kuzucans too have to show that the funds that they moved to Canada that led to this claim were proper. Why the parties have yet to agree to a joint forensic auditor is beyond me. Its all going to come out – whatever it is.

The Motions Currently Before the Court

61. I heard the parties on July 6 as scheduled and then again on July 22, 2026 in circumstances that I will discuss below. After hearing counsel again on July 22, 2026, I simply told them that their clients "do not get it." Each asks me to impose their preferred manner of separation of the two companies. They have not been able to agree to a manner of separating themselves pending a valuation and accounting process. But they just ignore that in their inability to settle themselves, they are acting unlawfully and asking the court to countenance it. I will not do that.

62. I address the relief sought by each of them as follows:

January 15, 2026 order

63. The Applicants seek an order setting aside my order dated January 15, 2026 requiring Mr. Gilbertson to repay $100,000 that he took from the US company to retain counsel or to allow the Canadian company to advance the same amount to the Kuzucans for their lawyers.

64. I am not prepared to vary or set aside my order. First, although the corporations are proper parties before the court, there is no doubting that this is a shareholder fight between Bora Kuzucan and Stephen Gilbertson. Mr. Wadden took me to a statement in Bora Kuzucan's evidence in which he took responsibility for the lawsuit in the US purportedly brought by his son as shareholder of the US company. It is not the least bit surprising that the Kuzucans function as a unit and that the father is the principal.

65. In my view, neither shareholder side should be taking funding from the companies for their efforts to exclude the other from the business. I do not view the fact that the Kuzucans did not disclose in January that they took some $20,000 or $30,000 of funding as material in principle. There is still a substantial imbalance to be remedied as I ordered.

66. In any event, at the hearing of this motion on July 6, 2026, Mr. Wadden conceded that his client is content with the Kuzucans taking funding from the Canadian company to pay their legal fees. Accordingly, in substance, Mr. Gilbertson is content with the order as made. As best I can tell, he is offended by the making of an order against him and my repeated comments that he had not complied with its terms before this motion was brought and heard. Neither is a basis to set aside the order. Moreover, I agree with Mr. Wadden, that funds taken for fees can just be another line item to be reconciled between the parties in their ultimate valuation.

67. The motion to set aside the January 15, 2026 order is dismissed.

December 1, 2925 order and security for costs

68. For their parts, the Kuzucans seek to set aside the order dated December 1, 2025 that precludes them from continuing to usurp for themselves corporate opportunities of the Canadian and US companies. They submit that now, six months later, the orders are having an unbalanced effect that is not addressing the parties' current concerns.

69. Initially, the Kuzucans also sought an order for security for costs against the Applicants. It was not pressed at the oral hearing. The request was stillborn. Mr. Gilbertson's ownership of 50% of the Canadian company is exigible and available to pay any costs that may be awarded against him.

70. The Kuzucans' effort to vary the December 1 order, to force an immediate share swap with deferred accounting, and Mr. Gilbertson's request for a limited receivership with funds to flow 37.5%/37.5%/25% are all the same request. Each party is angling to move forward and separate their interests on terms that benefit themselves.

71. For reasons that I will develop, the December 1, 2025 order reflects the proper analysis of the legal situation. The December 1, 2025 order was continued on consent on December 12, 2025. The Kuzucans had counsel for that hearing although it was not Mr. Stanek or his firm. There is no basis under Rule 59.06 for varying the December 1, 2025 order(s).

Procedural Issues

72. The facts recited and findings made in this endorsement are for the purposes of these motions only. This is not the final return of the application.

73. The fact that this is a motion and not the hearing of the application precludes the order sought for a share swap right off the bat. I cannot order final relief on a motion. The record is not ready. There have been no cross-examinations. The parties have no evidence before the court about valuation. Absent bifurcation of the proceeding (that has not been raised or ordered) the application is not ready to be heard on a final basis.

74. Moreover, I would not bifurcate the proceeding. The share swap would give the Kuzucans whatever value they see in the Canadian company for free. If Mr. Gilbertson is ultimately awarded some value for his shares, he will be left to chase the Kuzucans after they have had any number of months or years to exploit his share of the value of the company. That is not a fair exit plan.

75. Mr. Stanek submits that the parties could have conducted their cross-examinations and retained experts to be done by now. He submits that the Kuzucans have made very full disclosure while Mr. Gilbertson has dragged his feet. The Kuzucans, he submits, want to get on with a valuation, an accounting, and separation.

76. The Kuzucans have successfully had a limited receiver appointed in the US Court over the US company to force Mr. Gilbertson to comply with discovery obligations. They cannot be heard to tell the US Court that they need discovery and, at the same time, tell this court that they are ready for final relief.

77. Mr. Stanek submits it does not matter that neither party has clean hands. His clients should not be forced to continue in business with Mr. Gilbertson. Both sides want separation and the court should not order a liquidation that would destroy the business.

78. Mr. Stanek submits that the December 1, 2025 injunction requiring that his clients not interfere with sales by Mr. Gilbertson cannot mean that they must supply services, parts, and machines without being paid at all.

79. I agree to some extent. The court did not expressly order the Canadian company to supply goods or services for free. But that is not license for the Kuzucans to destroy the business. The Kuzucans have not sought relief against Mr. Gilbertson's continued refusal to pay anything to Canada. They have not invoked the shotgun. It appears instead that they have tried to shift the Canadian company away from the US business for their own benefit.

80. Mr. Stanek submits that if the court separates the businesses, his clients will deliver up machines and parts to the US company and then be free to compete.

81. Mr. Stanek accepts that if I order a share swap, then DK Kuzucan will lose his standing to sue in the US as he will no longer be a shareholder of the US company. Mr. Stanek says that I should then make the disclosure order made by the US Court against the US company and Mr. Gilbertson accordingly.

82. I do not understand why the Kuzucans feel it important to compete through the Canadian company. Why not incorporate a newco to conduct whatever business they want to conduct? One answer may be the non-competition and corporate opportunity clauses in the unanimous shareholders' agreement prevent them from doing so. Whereas, if Mr. Gilbertson is ousted as a shareholder of the Canadian company, the agreement would be at an end.

Analysis

83. In my view, the December 1, 2025 order and the unanimous shareholders' agreement all reflect the parties' reasonable expectations that there is only one business. Each side is required to focus on the best interests of the companies and that means the singular combined business of US Air Compressors.

84. Competition is prohibited. Taking corporate opportunities is prohibited. Conflicts of interests are prohibited.

85. With their inability to settle, each side is asking the court to clear the way for them to act in conflict and contrary to their agreements and reasonable expectations.

86. Mr. Stanek submits that the parties' expectations have changed. The business is on fire. The parties are not willing to cooperate. The answer. he submits, is to separate them, appoint a valuator/forensic accountant to sort out the money, and let them compete as two separate entities. This avoids a wind-up that could threaten all parties' value.

87. I am not provided with any law that allows the court to impose an outcome that is contrary to the parties' reasonable expectations as expressed in their agreements and history. There is no basis for the Kuzucans to walk away with Canada doing business in competition and in conflict with the fundamental US Air Compressor business of the companies. Perhaps at a final hearing a judge could consider

ordering some form of share auction drawing on the availability of the shotgun clause in the unanimous shareholders' agreement. But why would a judge do so given the parties' decisions not to trigger the shotgun themselves? The same accounting issues that may lie behind the parties' reluctance to trigger the shotgun will apply to constrain bidding at an auction.

88. I agree with Mr. Stanek that this is not a case requiring the imposition of an investigative receiver. An investigative receiver does not manage the business. It investigates to correct an information imbalance. The valuation proceeding will provide all needed discovery and information (even if Mr. Gilbertson must be forced into making the disclosures required by the US Court).

89. The July 6, 2026 hearing ended with Mr. Wadden and Mr. Stanek making submissions on various iterations of terms under which their clients would agree to resume sales provided the companies were separated. They seemed close enough that perhaps a settlement was near.

90. That was not to be, however.

The July 22, 2026 Hearing

91. On July 16, 2026, I received an unsolicited email from Mr. Wadden seeking a case conference because new evidence had emerged that is relevant to the relief sought on July 6, 2026.

92. In the motion, there was disclosure that, without the knowledge or approval of Mr. Gilbertson, the Canadian company had borrowed money on a secured basis from Royal Bank of Canada. Bora Kuzucan gave his personal guarantee to support the loan.

93. On July 6, 2026, Mr. Wadden submitted that the loan was contrary to Article 12 of the unanimous shareholders' agreement. That article provides that if the Canadian company needs funding, each shareholder will provide a loan for their *pro rata* share on an interest free basis. Interest may be charged if one shareholder does not contribute to the required loan.

94. The loan from RBC was made and security granted without shareholder input or approval.

95. On June 6, 2026, Mr. Wadden referred to this loan as some evidence supporting his clients' concerns about the Kuzucans operating the Canadian company without regard for the interests of the US company and Mr. Gilbertson. But he also agreed that any receiver to be appointed should have its fees secured behind the priority of the security held by bank, at least at the outset, to avoid triggering enforcement by the bank.

96. On July 16, 2026, Mr. Wadden advised that his client had discovered that the bank had commenced enforcement of its security. In addition, on June 9, 2026, Bora Kuzucan filed notice under the *PPSA* of a general security agreement providing him with security over the assets of the Canadian company to secure a shareholders' loan and to secure his interest as assignee of RBC's security.

97. There was already evidence of Bora Kuzucan's claim to be owed $800,000 by the Canadian company as a shareholder's loan. It was originally claimed by Bora Kuzucan at a much higher amount. But he has apparently accepted the $800,000 amount suggested after an accountant's review of the books and records.

98. But how did he give himself security for a shareholder's loan without the input of Mr. Gilbertson under the unanimous shareholders' agreement or as an interested director's contract?

99. Mr. Kuzucan also paid out the RBC under his guarantee and has taken an assignment of its security.

100. There is no evidence of any reference being made to Mr. Gilbertson under the unanimous shareholders' agreement before Bora Kuzucan provided this funding and charged interest.

101. Mr. Wadden also advised on July 16, 2026 that on July 7, 2026, the day after the court hearing, the Canadian company provided a general security agreement to a company called Cancap without shareholder approval.

102. Mr. Gilbertson delivered an affidavit sworn July 20, 2026 putting these facts in evidence.

103. On the same day, Bora Kuzucan delivered a responding affidavit describing his payment of the RBC loan and taking an assignment of its security. He then advised:

> 6. Without the RBC facilities, USACC [the Canadian company] had no way of financing its operations or paying its employees. I managed to open new bank accounts and to secure a new VISA facility. However, like all businesses, USACC required an operating facility to operate. I could not provide such a facility to USACC. To permit USACC to operate, I negotiated a factoring agreement with CCP Advance Inc. ("CANACAP") on March 11, 2026 (the "Factoring Agreement"). A copy of the agreement with CANACAP is attached as Exhibit 4. USACC provided CANACAP with security to any amounts owed by USACC under the Factoring Agreement. I was required by CANACAP to provide a personal guarantee.
>
> 7. In addition to CANACAP, on February 25, 2026, I negotiated a factoring agreement with Merchant Growth. I was required by Merchant Growth to provide a personal guarantee. A copy of the agreement with Merchant Growth is attached as Exhibit 5.
>
> 8. On April 13, 2026, I negotiated a factoring agreement with Forward Funding. I was required by Forward Funding to provide a personal guarantee. A copy of the agreement with Forward Funding is attached as Exhibit 6.
>
> 9. On May 25, 2026, I negotiated a factoring agreement with BizFund. I was required by BizFund to provide a personal guarantee. A copy of the agreement with BizFund is attached as Exhibit 7.

104. Without reference to the unanimous shareholders' agreement or Mr. Gilbertson, Mr. Kuzucan has changed the financing process for the company and factored its receivables. This reflects a new form of business being operated by the Canadian company based on consumer sales without regard to the unanimous shareholder agreement or the *raison d'etre* of the company being the sale and servicing of US Air Compressor branded machines.

105. Mr. Kuzucan also provided evidence that on July 7, 2026, Mr. Gilbertson's US counsel asked that documents shared by Mr. Gilbertson in that proceeding not be shared with Mr. Kuzucan in this proceeding.

106. As a result of these disclosures, Mr. Wadden has altered the relief sought by Mr. Gilbertson to a full receivership of the Canadian company. He submits that the grants of security, especially to Mr. Kuzucan himself, are (a) a conflict of interest; (b) contrary to the unanimous shareholders' agreement; (c) and contrary to the December 1, 2025 order prohibiting alteration to the property of the Canadian company. He submits, the grants of security while the court's decision was under reserve are further acts of oppression and amount to fraudulent conveyances.

107. Mr. Stanek submits that the filing of *PPSA* notices of security interest by Bora Kuzucan are dated June 9, 2026. Hence, they were discoverable with reasonable diligence and should not be admitted after the court has already concluded the hearing.

108. As to the factoring agreements, they were signed months before the hearing. But Bora Kuzucan withheld giving notice of them under the *PPSA* until the day after the hearing. Mr. Stanek submits they simply reflect the need for the Canadian company to obtain financing while Mr. Gilbertson refuses to advance any funds to the Canadian company.

109. In my view, the situation has reached an intolerable point. The new evidence is the straw that broke the proverbial camel's back. Mr. Gilbertson's cloak of victimhood and reasonableness here is unmasked by his behaviour in the US. His efforts to avoid disclosure here when the US company is a party (at his insistence) undermines his protestations against the Kuzucans' investigation of their concerns.

110. But, equally, the Kuzucans have simply ignored, over and again, that the Canadian company is not their's to do with as they will. Granting himself security for contested shareholder indebtedness, borrowing from RBC with security without following the unanimous shareholders' agreement, and granting and then withholding notice of the factoring agreements until the day after the court attendance are all *prima facie* oppressive acts that violate the parties' reasonable expectations as expressed in the unanimous shareholders' agreement and in the one business model of the two companies.

111. While I am not sure that the test for admitting new evidence on appeal under *Palmer v. The Queen*, [1980] 1 S.C.R. 759 is the applicable test for admitting evidence after a hearing has concluded, as submitted by Mr. Stanek, I am satisfied that the evidence ought to be admitted. There was no reason for Mr. Gilbertson to be tracking the *PPSA* registry prior to the July 6, 2026 hearing. Neither could he be expected to know about factoring agreements that remained hidden until after the hearing.

112. The financing arrangements for the Canadian company ought to have been disclosed by Mr. Kuzucan had he been acting in the best interests of the Canadian company. If, as he now says, the company needed this funding to survive, he did not disclose this important fact to the other 50% shareholder or to the court while he was seeking an order for a share swap.

113. In my view, Mr. Bora Kuzucan can no longer be left in charge of the business of the Canadian company. He is operating it in conflict of interest, without regard to his duties to the company, and without regard to the reasonable expectations of the shareholders as discussed above. He says that his grant of security to himself does

not matter because his shareholder loan always comes ahead of Mr. Gilbertson's equity position. That may well be true if the shareholder loan is real and is enforceable. But Mr. Kuzucan is also holding onto compressors with value instead of shipping them to customers of the business. I now see that he is operating the company to hold assets to prefer his secured recovery that I did not know about before.

114. It is clear that Mr. Bora Kuzucan is not managing the Canadian company in the best interests of the corporation as required y law and as reasonably expected by the shareholders. He is angling to make the company his own regardless of the outcome of shareholder proceedings.

115. It is just and convenient to appoint a receiver to ensure that there is neutral and transparent stewardship of the assets of the Canadian company pending the final determination of this application. Moreover, it is an equitable interim remedy to the oppressive manner that Bora Kuzucan has been operating during these proceedings. In *Bank of Nova Scotia v. Freure Village of Clair Creek*, 1996 CanLII 8258 (ON CTGD), Blair J. (as he then was) held:

> The Bank and the debtors are deadlocked and I infer from the history and evidence that the Bank's attempts to enforce its security privately will only lead to more litigation. Indeed, the debtor's solicitors themselves refer to the prospect of "costly, protracted and unproductive" litigation in a letter dated March 21st of this year, should the Bank seek to pursue its remedies. More significantly, the parties cannot agree on the proper approach to be taken to marketing the properties which everyone agrees must be sold.

116. This too is a case where the players are mired in litigation that is tactical and likely protracted. The parties have proven time and again that they are not interested in an early commercial outcome. There are interests beyond those of the shareholders at play. There are lenders, factors, and customers here and in the US, all with

interests in the inventory being withheld by the Canadian company. It is in the interests of all that there be a neutral professional acting under the auspices of the court to provide management of the company on a transparent basis. The assets require preservation and protection from the ongoing misconduct and tactical positioning of the shareholders and management.

117. DB Restructuring Limited has consented to appointment as receiver and manager of the US company, the Canadian company, and the Delaware company. A court-appointed receiver is a licensed insolvency professional who operates independent of the parties. It may take possession of any business and/or property over which it is appointed and recommend steps to realize or deal with the business otherwise in accordance with the terms of the order.

118. Under the terms of the Commercial List template receivership order, a court-appointed receiver displaces management. If it takes possession of the assets over which it is appointed, it can secure them, insure them, and then report to the court, on notice to the parties, with business recommendations.

119. Mr. Dhanani and TDB Restructuring are well known to the court. They have proven experience and integrity to occupy the role as a court-appointed officer. They will favour commercial reasonableness rather than the interests of any party. They have the court's confidence.

120. At this stage however, I appoint them only over the Canadian company. There appears to me to be some urgency to securing that company and its assets, The US company is more of a sales office operated from Mr. Gilbertson's home I am told. There is already a receiver appointed in the US to deal with its records and payments outside the ordinary course.

121. I do not yet make any of the orders sought by Mr. Wadden instructing the Receiver on whether or how to operate the business. It may decide to deliver the air compressors to customers. It may make some arrangement for payment by the US

company. It would be simpler to operate a single business if a single receiver was appointed over both companies perhaps. Or perhaps not. The parties, no doubt, will have views to express to the Receiver and it will have its own diligence to conduct.

122. Should the Kuzucans seek an appointment of a receiver over the US company I will consider it based on the holdings already made above. As I have tried to make clear throughout, the Kuzucans hold no monopoly on conflict of interest. But, I have not yet been asked to appoint a receiver over the US company.

123. It seems to me that there is an issue of comity around whether I ought to appoint a receiver for the US company even if this court has jurisdiction. The same is true for the order sought removing Bora Kuzucan as a director of the US company. It may be that a US order is required in any event for enforcement of any order made here.

124. Accordingly, I do not rule on whether there ought to be a receivership over Delaware, the US company, or any other entity at this time. If a party seeks the appointment of a receiver over another party based on the existing record I may be contacted to convene a case conference in short order.

125. Mr. Wadden is directed to use the Commercial List template receivership order with no priming of existing security interests at this time, If the Receiver seeks a priming charge for its fees or directions as to its mandate, a motion may be brought on notice to secured creditors.

There are Two Legal Proceedings

126. There is overlap between this application and the US proceeding. But neither the Canadian company nor Bora Kuzucan are parties to the US proceeding. The US case solely concerns the US company.

127. The US judge has held that she has no jurisdiction over the Canadian company. This court is not similarly hampered. All parties have appeared here.

128. This court stands ready, willing, and able to give full faith and credit to the decisions of the US Courts as they routinely do for us. There is the highest level of comity between the courts of our two countries.

129. The court respectfully seeks 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.

Costs

130. I cannot tell yet whether this motion was won, was lost, might help, or ultimately may hurt. Relief is required because the parties cannot agree among themselves. In my view, costs should be in the cause and I so order.

FL Myers J.

Justice FL Myers

Digitally signed by Justice FL Myers
Date: 2026.07.28 09:41:27 -04'00'

This is **Exhibit “B”** referred to in the Affidavit of Stephen Gilbertson affirmed this 28th day of August, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN
(LSO# 87212H)

Commissioner for Taking Affidavits (or as may be)

Court File No.: CL-25-00753596-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 12TH
	)	
JUSTICE MYERS	)	DAY OF AUGUST, 2026

BETWEEN:

STEPHEN GILBERTSON and
UNITED STATES AIR COMPRESSOR INCORPORATED

Applicants

and

MEHMET BORA KUZUCAN, ZORBEY DOGUKAN KUZUCAN, DENIZ DINCER, US AIR COMPRESSOR (CANADA) INC. and US AIR COMPRESSORS INC.

Respondents

AN APPLICATION PURSUANT TO SECTION 241 of the *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, as amended, and SECTION 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

ORDER
(Appointment of Receiver)

THIS MOTION, made on notice by the Applicants pursuant to section 101 of the *Courts of Justice Act*, RSO 1990, c C.43 ("**CJA**") and section 241 of the *Canada Business Corporations Act*, RSC 1985, c C-44, as amended (the "**CBCA**") appointing TDB Restructuring Limited ("**TDB**") as receiver and manager (in such capacities, the "**Receiver**") without security, over the property, assets and undertakings of US Air Compressor (Canada) Inc. ("**USACC**") (collectively, the "**Property**") was heard in person on Monday, July 6, 2026, and by Zoom judicial videoconference on Wednesday, July 22, 2026, by Zoom judicial videoconference.

ON READING the Affidavits of Stephen Gilbertson affirmed March 13, 2026 (incorporating by reference the Affidavit of Stephen Gilbertson affirmed November 26, 2025), May 5, 2026, May 25, 206, June 29, 2026 and July 20, 2026 (together, the "**Gilbertson Affidavits**"), the Affidavits of Bora Kuzucan sworn December 18, 2025, February 19, 2026, April 2, 2026, May 13, 2026, June 22, 2026, June 29, 2026 and July 20, 2026 (together, the **"Kuzucan Affidavits**"), filed, and upon hearing the submissions of counsel for the Applicants and counsel for USACC (defined below), Bora Kuzucan ("**Bora**") and DK Kuzucan ("**DK**"), no one else appearing,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Records containing the above-listed affidavits are hereby abridged and validated so that this motion with respect to the request for the appointment of the Receiver is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA and section 241 of the CBCA, TDB is hereby appointed as the Receiver, without security, of all of the assets, undertakings and properties of USACC acquired for, or used in relation to a business carried on by USACC.

3. **THIS COURT ORDERS** that the Receiver is not and shall not be deemed to be a "receiver" within the meaning of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**") and shall not be required to comply with the provisions of the BIA as applicable to receivers including any requirement to provide notice of its appointment or any statements or reports to any Persons (defined below).

RECEIVER'S POWERS

4. **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 USACC, 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 USACC;

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 USACC or any part or parts thereof;

f. to receive and collect all monies and accounts now owed or hereafter owing to USACC and to exercise all remedies of USACC in collecting such monies, including, without limitation, to enforce any security held by USACC;

g. to settle, extend or compromise any indebtedness owing to USACC;

h. 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 USACC, for any purpose pursuant to this Order;

i. 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 USACC, 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;

j. 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;

k. 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 not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; 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* and section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

l. 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;

m. 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;

n. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

o. 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 USACC;

p. to enter into agreements with any trustee in bankruptcy appointed in respect of USACC, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by USACC;

q. to exercise any shareholder, partnership, joint venture or other rights which USACC may have; and

r. 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 USACC, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) USACC, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, 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.

6. **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 USACC, and any computer programs, computer tapes, computer disks, or other data storage media 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 6 or in paragraph 7 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.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic 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.

8. **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

9. **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 USACC OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of USACC 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 Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Receiver or affecting the Property 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 USACC to carry on any business which USACC is not lawfully entitled to carry on, (ii) exempt the Receiver or USACC 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

12. **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 USACC, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with USACC 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 USACC 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 USACC's 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 USACC 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

14. **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

15. **THIS COURT ORDERS** that all employees of USACC shall remain the employees of USACC until such time as the Receiver, on USACC's 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 (if any) 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 Debtor, 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 (if any) 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.

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 from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (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.

22. **THIS COURT ORDERS** that any 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 monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court shall rank on a *pari passu* basis.

SERVICE AND NOTICE

24. **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 https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) 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://tdbadvisory.ca/insolvency-case/us-air-compressor-canada-inc/.

25. **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 USACC's creditors or other interested parties at their respective addresses as last shown on the records of USACC 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

26. **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.

27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a receiver or trustee in bankruptcy of USACC.

28. **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.

29. **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.

30. **THIS COURT ORDERS** that the costs of this motion shall be determined in the cause.

31. **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.

Justice FL Myers

Digitally signed by Justice FL Myers
Date: 2026.08.16 10:12:06 -04'00'

Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON ET AL
Applicants

-and-

MEHMET BORA KUZUCAN ET AL
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

ORDER
(Appointment of Receiver)

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Lawyers for the Applicants

This is **Exhibit "C"** referred to in the Affidavit of Stephen Gilbertson affirmed this 28th day of August, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN
(LSO# 87212H)

Commissioner for Taking Affidavits (or as may be)

Court File No.: CL-00753596-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

STEPHEN GILBERTSON and
UNITED STATES AIR COMPRESSOR INCORPORATED

Applicants

– and –

MEHMET BORA KUZUCAN, ZORBEY DOGUKAN KUZUCAN, DENIZ DINCER, US AIR COMPRESSOR (CANADA) INC. and US AIR COMPRESSORS INC.

Respondents

AN APPLICATION PURSUANT TO SECTION 241 of the *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, as amended, and SECTION 101 of the *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, as amended

SUPPLEMENTARY AFFIDAVIT OF STEPHEN GILBERTSON
(Affirmed July 20, 2026)

I, Stephen Gilbertson, in the City of Edina, in the State of Minnesota, in the Country of the United States of America, AFFIRM:

1. As stated in my previous affidavits, I am the sole director and officer of the Applicant, United States Air Compressor Incorporated ("**US Air**"), and I am also a 50% shareholder of both US Air and the Respondent, US Air Compressor (Canada) Inc. ("**USACC**" or the "**Canadian Entity**"). I am the only person who is a shareholder of both US Air and USACC. As such, I have personal knowledge of the matters contained in this Affidavit, and where matters described herein are based on information not within my

personal knowledge, I have stated the source of my information and verily believe it to be true.

2. I am affirming this Supplementary Affidavit to provide additional evidence to the Court that has come to the Applicants' attention since the hearing held before the Honourable Justice Myers on July 6, 2026 (the "**July 6 Hearing**"). The capitalized terms used in this Supplementary Affidavit have the meaning ascribed to them in my prior affidavits, unless otherwise defined herein.

3. After the July 6 Hearing, the Applicants learned of and obtained documents evidencing the following events and transactions, which were not previously disclosed to the Applicants or to the Court.

4. First, the Royal Bank of Canada ("**RBC**"), the bank for the Canadian Entity, filed a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3 (the "**Section 244 Notice**"), in April 2026. The Applicants were not made aware of this notice at the time it was issued. Attached hereto and marked as **Exhibit "A"** is a copy of the Section 244 Notice.

5. Second, on June 9, 2026, the Respondent Mehmet Bora Kuzucan ("**Bora**"), who is the CEO, a director, and 50% shareholder of USACC, executed and filed a General Security Agreement ("**GSA**") purporting to grant himself security over all of the Canadian Entity's assets, to secure a shareholder loan that Bora alleges he previously made to the Canadian Entity. This GSA is referenced as an appendix in the Due Diligence Request List package dated June 2, 2026, prepared by Integral Wealth Securities Limited (the "**Integral DD Package**"). The GSA was also registered under the Ontario Personal

Property Security Registration system ("**PPSR**") pursuant to the *Personal Property Security Act,* R.S.O. 1990, c. P.10 ("**PPSA**") as File No. 527752647, naming Mehmet Bora Kuzucan as Secured Party over USACC as debtor. Attached hereto and marked as **Exhibit "B"** is a copy of the Integral DD Package and GSA. Attached hereto and marked as **Exhibit "C"** is a copy of the PPSR Search results (with relevant registrations highlighted), which evidences the matters described in paragraphs 5, 6, and 7 herein.

6. That same day, Bora also appears to have taken an assignment of two of RBC's existing securities over USACC. The PPSR records two Financing Change Statements filed on June 9, 2026, showing changes in assignment from "ROYAL BANK OF CANADA" as Assignor to "MEHMET BORA KUZUCAN" as the new Secured Party/assignee, in respect of the original registrations, File No. 508333635 registered August 19, 2024, and File No. 790796475 registered February 15, 2023.

7. Third, on July 7, 2026 – one day after the July 6 Hearing – Bora granted a general security interest over the Canadian Entity's assets to a company called "Canacap" (4211 Yonge St, Suite 402, Toronto, ON M2P 2A9). This appears in the PPSR as File No. 528643539, registered July 7, 2026, naming CANACAP as Secured Party against USACC and Mehmet Bora Kuzucan as debtors, with collateral described as "(A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL INTANGIBLES, INSTRUMENTS, AND INVENTORY… NOW OR HEREAFTER OWNED OR ACQUIRED… AND (B) ALL PROCEEDS."

8. For the Court's convenience, attached hereto and marked as **Exhibit "D"** is a copy of the Unanimous Shareholders Agreement between myself and Bora governing USACC (the "**USA**"). I note that Section 12 of the USA addresses how loans to the company are to be made and approved, and requires that all shareholders be given the opportunity to provide funding to the company. None of the transactions described in paragraphs 4 through 7 above were disclosed to or approved by me.

9. I am affirming this Supplementary Affidavit in connection with the Applicants' request for an urgent case conference or continuation of the hearing held on July 6, 2026, before the Honourable Justice Myers, to be held before his Honour releases his reserved decision from the July 6 Hearing, so that this new evidence may be placed before the Court.

AFFIRMED BEFORE ME by video conference by Stephen Gilbertson of the City of Edina, in the State of Minnesota, in the Country of the United States of America, before me at the City of Toronto in the Province of Ontario, on July 20, 2026, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely

K Donovan

Katherine (Kasia) Donovan
(LSO# 87212H)
Commissioner for Taking Affidavits

Stephen Gilbertson

STEPHEN GILBERTSON

This is **Exhibit "A"** referred to in the Affidavit of Stephen Gilbertson sworn this 20th day of July, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN

Commissioner for Taking Affidavits
(or as may be)

AIRD BERLIS

Calvin Horsten
Direct: 416.865.3077
E-mail: chorsten@airdberlis.com

April 13, 2026

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL

US Air Compressor (Canada) Inc.
5311 John Lucas Drive
Burlington, ON L7L 6A8

Attention: Mehmet Bora Kuzucan, Director (bora@usaircompressor.com)

RE: Royal Bank of Canada loans to US Air Compressor (Canada) Inc.

As you know, we are the lawyers for Royal Bank of Canada ("**RBC**") in connection with its lending arrangements with US Air Compressor (Canada) Inc. (the "**Debtor**").

The Debtor is indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") made available by RBC to the Debtor pursuant to and under the terms of: (i) the credit agreement entered into between RBC and the Debtor dated September 19, 2024, as amended by the amending agreement dated June 18, 2025 (as same may have been further amended, restated or supplemented from time to time, the "**Primary Credit Agreement**"); (ii) the credit card agreement entered into between RBC and the Debtor dated June 25, 2024 (the "**Credit Card Agreement**"); and (iii) the conditional sales contract dated February 14, 2023 (the "**Conditional Sales Contract**" and, together with the Primary Credit Agreement and the Credit Card Agreement, the "**Credit Agreements**").

Certain of the Credit Facilities are repayable on demand. In addition, one or more Default or Event of Default (as defined in the applicable Credit Agreements) has occurred.

As of April 13, 2026, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available to the Debtor under the Credit Agreements:

Operating Facility	CAD $28,154.95
Auto Loan	CAD $22,270.61
CAD Credit Card Facility	CAD $83,382.32
USD Credit Card Facility	USD $13,758.52
	CAD $133,807.88 plus USD $13,758.52

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing from the Debtor to RBC, we hereby make formal demand for payment of **CAD $133,807.88 plus USD $13,758.52** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Credit Agreements (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*: (i) the general security agreement dated August 20, 2024 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings; and (ii) the Conditional Sales Contract in respect of the specific collateral described thereunder.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the exercise of RBC's contractual rights and/or remedies against the Debtor including, without limitation, private enforcement; (ii) the commencement of civil legal proceedings against the Debtor; and/or (iii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which cases RBC will also be seeking all costs incurred in so doing.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Calvin Horsten

Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(*Bankruptcy and Insolvency Act,* Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL

TO: **US Air Compressor (Canada) Inc.**
Attn: Mehmet Bora Kuzucan, Director (bora@usaircompressor.com)
5311 John Lucas Drive
Burlington, ON L7L 6A8

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of US Air Compressor (Canada) Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.

2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 20, 2024 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

3. As at April 13, 2026, the total amount of the indebtedness secured by the Security is the sum of **CAD $133,807.88 plus USD $13,758.52** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).

4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of April, 2026.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**

Per: ______________________
Calvin Horsten
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

CM:68215724.1

This is **Exhibit "B"** referred to in the Affidavit of Stephen Gilbertson
sworn this 20th day of July, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN

Commissioner for Taking Affidavits
(or as may be)

US Air Compressor (Canada) Inc.
LEGAL DUE DILIGENCE REQUEST LIST
DATE: June 2, 2026

The following package has been prepared by Integral Wealth Securities Limited on behalf of itself (the "**Agent**") and its advisors in connection with the proposed offering of senior secured debt of US Air Compressor (Canada) Inc. (the “**Company**”). The documents, data and records requested in the lists below are being sought in order to allow the Agents to carry out their full due diligence analysis. However, as the due diligence process proceeds, additional requests may become necessary.

Any documents provided in connection with the requests below should be updated continuously and full disclosure should be made on an ongoing basis during the course of the due diligence process.

For greater certainty, please note that, where applicable, references to the "**Company**" should be read to include the Company, its predecessors and any subsidiaries of the Company.

To the extent possible, it would be kindly appreciated if you could cross-reference your written responses and documentation (including cross-references to the applicable data site Folder or electronic filename if such documentation is provided via a data site or other electronic means) to the items as enumerated below.

Please provide the following, as applicable with reference to the history of the Company since December 31, 2019 (unless otherwise stated):

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
1.	CORPORATE RECORDS			
1.1	Articles and bylaws of the Company or other charter/formation documents, as applicable.		Article of Continuance	Appendix 1
1.2	List of jurisdictions in which the Company carries on business, maintains registered offices or holds property and copies of the registrations to carry on business in all applicable jurisdictions.		**Registered Office and warehouse**: 12-5311 John Lucas Dr. Burlington ON, L7L 6A8, Canada -**External warehouse**: 11235 Boulevard Metropolitain E, Montreal-Est, QC H1B 1A3, Canada -Unrestricted Business Operations	Federal
1.3	Certificates of status, compliance or good standing (or equivalent) from the jurisdiction of incorporation and extra-provincial registrations (or equivalent) in which the Company is qualified to do business.		Annual Return Form 22	Appendix 2
1.4	A schedule of names of: (i) current executive officers and directors, and other key employees; and (ii) any executive officers and directors and other key employees, who have recently resigned or been terminated.		**Director and Shareholder:** Mehmet Bora Kuzucan **CEO:** Deniz Dincer **Director of Sales:** Jan Marcus **Production Manager:** Emre Ozdemir	
1.5	A list of any names, other than the current names, under which the Company and their predecessors have done business in the past.	NA		
1.6	Non-competition agreements or other agreements limiting the ability of the Company to engage in any line of business or to compete with any other		Shareholder Agreement	Appendix-3

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
	person in relation to the business carried on by or proposed to be carried on by the Company.			
1.7	Details of any proposed material acquisition, expansion, disposition, lease or other transaction, including any letters of intent or other documentation (executed or in draft form) relating to any such transaction.	NA		
2.	SHAREHOLDER INFORMATION			
2.1	Any shareholder register, share transfer register, share certificate book and cancelled share certificates (including a list of all current shareholders, including addresses and numbers of shares owned) and particulars of any shareholder loans made by or to the Company including all applicable agreements relating thereto.	Not applicable	Shareholder register document is required.	
2.2	Capitalization table detailing shareholdings or ownership interests in the Company by number and class of shares and by percentage of total equity on a fully diluted and undiluted basis. The table should include any oral or written promises to receive stock, options, warrants or any other form of equity interest in the Company.		Shareholder Agreement	Appendix-3
2.3	Any existing shareholder agreements, voting trusts, proxies or other agreements among partners, shareholders, or other securityholders of the Company.		Shareholder Agreement	Appendix-3

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
3.	CORPORATE FINANCE			
3.1	Any documents evidencing any loans or advances to the Company or made by the Company.		GSA Due to Shareholder	Appendix 4 Appendix 5
3.2	Bank resolutions that the Company was required to adopt in order to open an account or to receive a line of credit.	NA		
3.3	All documents and agreements relating to guarantees or indemnities given by the Company.		PM Schedule Warranty Certificate	US Air Compressor offers a **10-year exchange / bumper-to-bumper exchange warranty** designed to protect customers from unexpected compressor replacement costs. Warranty coverage is subject to proper installation, operation, and scheduled preventive maintenance, as outlined in the PM schedule for each compressor model. This approach helps ensure customers

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
				continue using genuine US Air Compressor preventive maintenance parts throughout the 10-year warranty period, creating long-term customer retention and recurring PM parts sales. Appendix 6-Warranty Certificate Appendix 7 - PM Schedule
3.4	All documents and agreements evidencing other material financing arrangements, including capital leases, sale and leaseback arrangements, installment purchases, etc.	NA		
4.	FINANCIAL INFORMATION			
4.1	Detailed aging schedule for accounts receivable and accounts payable at most recent date available.		A_R Aging Summary Report Balance Sheet Profit and Loss	Very few AR max 60 days and mostly sales are cash in advance Appendix 8 Appendix 9 Appendix 10

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
4.2	Financial and operating plans for the next five years, including projected income statements, cash flows, balance sheets, capital expenditure budgets, expansion programs, or other corporate initiatives.	Those are to be prepared by Sam		
4.3	Any written recommendations, reports or letters to management prepared by or initiated from the auditors, accountants, financial officers or the audit committee of the Company with respect to systems of accounting, financial reporting, internal financial controls or record keeping.	NA		
4.4	All representation letters by management to auditors relating to management and accounting procedures.	NA		
4.5	Any external or internal reports, valuations, analyses, projections, (including due diligence reports) relating to proposed transactions or internal reorganizations anticipated in connection with the proposed transaction, including any pro forma financial projections in connection therewith.	NA		
4.6	Name(s) of any individual and/or entity responsible for providing the Company with accounting and/or tax advice.	**M7 Tax / Marcos Lopez** 647 594 0773 **Samuel Christoff | Integral Wealth Securities Limited** / 647 858-8185		

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
5.	OPERATIONS			
5.1	Commentary and supporting data that is available on repeat customers / engagement and customer growth over time.		Compresseurs GB Plus Inc. **6475 Boulevard des Grandes-Prairies unit 35, Montreal, QC H1P 1A5, CANADA**	Compresseurs GB Plus Inc. is a strong example of repeat customer engagement and long-term customer growth. The company was registered with US Air Compressor on March 15, 2022, and their purchases have gradually increased year over year. Their account has now grown to a $250,000 credit limit with 30-day payment terms, and their total orders have reached approximately $350,000 within the first five months of this year. This demonstrates growing customer trust, continued engagement, and

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
				increasing sales volume over time.
5.2	Any other material operations agreements to which the Company is a party.	NONE		
5.3	All material contracts (including but not limited to any agreements with no termination possible within a three-month period or termination only with a release payment of at least $25,000).		CEO Contract	All employees have the contract and the employment agreements do not create any material financial obligations beyond the minimum requirements mandated under the Ontario Employment Standards Act (ESA). Under the agreements, employees may be terminated for cause with only the minimum statutory entitlements, if any. Employees terminated without cause are entitled only to the minimum notice, pay in lieu of

				notice, severance (if applicable), continuation of benefits, and other obligations required by the ESA. The agreements expressly limit the company's obligations to these minimum statutory requirements and do not provide enhanced severance, termination payments, or release payments exceeding ESA minimums. Accordingly, the employment agreements do not contain termination provisions that would require a release payment of $25,000 or more, nor do they create material contractual obligations beyond standard statutory employment

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
				requirements except the CEO contract. CEO contract has a termination clause requires payment more than $25000. Appendix 11
5.4	Information on major trends, competitive factors, technological changes and factors impacting growth or profitability,	That is in the business plan prepared by Sam		
6.	EMPLOYEES			
6.1	Number of employees by department, functional area and location.		List of Employees	Appendix 12
6.2	Forms of employment agreements, if any.		List of Employees	Appendix 12
6.3	Employee benefit, pension, profit sharing, compensation and other plans.		List of Employees	Appendix 12
6.4	All consulting agreements and employment agreements, including a description of any oral agreements.		CEO Contract	Appendix 11
6.5	Description of commissions paid to managers, agents or other employees since inception of the Company.		List of Employees	Appendix 12
6.6	Description of any significant labour problems or union activities the Company has experienced.		1 employee court	Agreed to pay $40000 without going to litigation
6.7	Any employee handbooks, training programs and policies and programs of the Company.		Quality Manual and Onboarding document	Appendix 13

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
7.	OFFICERS AND DIRECTORS			
7.1	Curriculum vitae for each officer and director (e.g., position, work experience, education, etc.).			
7.2	Founders agreements, management employment agreements, indemnification agreements and "golden parachute" agreements, if any.	NONE		
7.3	Description of any transactions between the Company and any "insider" (i.e., any officer, director, or owner of a substantial amount of the Company's securities) or any associate of an "insider" or between or involving any two or more such "insiders".	Not applicable		
7.4	Any policies, procedures, mandates, code of ethics or position descriptions.			
8.	INTELLECTUAL PROPERTY			
8.1	List of all Canadian, U.S. and other country patents and patent applications held by the Company.	None		[4]
8.2	List of any trademarks, trade names, service marks or name, logos and copyrights owned by or licensed to or by the Company, or any applications in respect of any of the above.		**New Canadian Trademark Application** Trademark: U.S. AIR COMPRESSOR Classes: 6, 7, and 11 Appl. No.: 2439233 Applicant: U.S. Air Compressor (Canada) Inc.	

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
			DWW Ref.: A6680003	
8.3	List of proprietary processes (including, without limitation, any proprietary cultivation methods) controlled by the Company and other trade secrets.	None	Water Injected compressor designs	
8.4	List of material licensing agreements (including, without limitation, any licensing agreements with any licensed producers).	NONE		
8.5	All registration and renewal certificates for patents and patent applications, trademarks and trademark applications, utility models and design patents, and copyrights.	None		
8.6	All agreements giving rights in intellectual property owned by the Company to third parties.	NONE		
8.7	All know-how and licence agreements pursuant to which the Company has acquired rights in intellectual property from third parties.	NONE		
8.8	All agreements concerning shared intellectual property.			
8.9	Policies of the Company regarding treatment or disclosure of intellectual property, including all agreements concerning confidentiality, non-disclosure and assignment obligations with employees, contractors, visitors or other parties.		All commercial arrangements are made under customized NDAs and/or where applicable, exclusivity	
8.10	Details of all disputes and litigation in respect of intellectual property rights.	NONE		
8.11	Details of all ongoing trademark infringements of intellectual property rights by the Company or by third parties.	NONE		

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
8.12	Details of material claims relating to the infringement of intellectual property rights settled during the last three years.	NONE		
9.	TANGIBLE PROPERTY			
9.1	List of real property and material personal property owned by the Company.	NONE	No Property Owned	
9.2	All title documents, permits and other documents for any real property currently owned or under option by the Company (please include any reporting letter and opinions of counsel with respect to the acquisitions of such real property and copies of any encumbrances on such properties).	NONE	No Property Owned	
9.3	All documents purporting to create liens, mortgages, security interests, pledges, charges or other encumbrances of a material nature on real or personal property of the Company not otherwise referred to herein.	NONE	No Property Owned	
9.4	Any material leases (and amendments thereto) entered into by the Company in respect of real property and copies of the registrations, if any, thereof.	NONE	No Property Owned	
10.	LITIGATION AND AUDITS			
10.1	All letters from counsel sent to auditors for year-end and current interim audits (i.e., "litigation letters" or "audit inquiry response letters").	NONE		

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
10.2	Complaints, orders or other significant documents in pending or threatened matters involving claims of $5,000 or more or seeking injunctive or other equitable relief.		- Ex employee claim - Shareholder dispute/claim	- 40000$ ex employee claim - Shareholder dispute is ongoing
10.3	Active litigation files, including letters asserting claims, complaints, answers, etc. (non-privileged material only).		- Shareholder dispute/claim	Shareholder dispute is ongoing
10.4	Any litigation settlement documents.		Minutes of Settlement and Release (Executed) - Todosijevic	Appendix 14
10.5	Any decrees, orders or judgments of courts or governmental agencies.	NONE		
10.6	Information regarding any material litigation to which the Company is a party or in which it may become involved.		- Shareholder dispute/claim	Shareholder dispute is ongoing
10.7	Description of any arbitration proceedings.	NONE		
11.	INSURANCE			
11.1	Schedule or copies of all material insurance policies of the Company covering property, liabilities and operations.		- LIABILITY INSURANCE-Schedule of Endorsements	Appendix 15
11.2	Schedule of any other insurance policies in force, such as "key person" policies, director indemnification policies or product liability policies.	NONE	.	
11.3	Details of any premiums payable, renewal dates and amount of cover maintained.		PM Schedule Warranty Certificate	US Air Compressor offers a **10-year exchange /**

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
				bumper-to-bumper exchange warranty designed to protect customers from unexpected compressor replacement costs. Warranty coverage is subject to proper installation, operation, and scheduled preventive maintenance, as outlined in the PM schedule for each compressor model. This approach helps ensure customers continue using genuine US Air Compressor preventive maintenance parts throughout the 10-year warranty period, creating long-term customer retention and

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
				recurring PM parts sales. Appendix 6-Warranty Certificate Appendix 7 - PM Schedule
11.4	Confirmation as to existence of any material uninsured (including possible) damages or losses.	NONE		Uninsured Equipment
12.	TAX			
12.1	Federal, provincial and foreign tax returns filed by the Company, as applicable (together with exhibits and schedules thereto).		Corporation_notice_of_assessment 2025 Financial US AIR CANADA	Appendix 16 Appendix 17
12.2	Schedule describing any ongoing tax disputes together with copies of reports, correspondence, etc., relating to pending federal, provincial or foreign tax proceedings, assessments, or investigations, etc. with regard to open years or items.	None		
12.3	Copies of any tax agreements relating to the Company.	NA		
12.4	Information pertaining to any foreign, provincial or federal tax audits.	None		
13.	REGULATORY MATTERS			
13.1	Summary of all material inquiries and correspondence with any regulatory or governmental agency.	NA		
13.2	A copy of all licences and any related permits or exemptions (or modifications to existing licences,	NA		

NO.	DOCUMENT DESCRIPTION	NONE OR NOT APPLICABLE	PROVIDED	COMMENTS
	permits, or exemptions) required in order for the Company to conduct business.			
13.3	Any other material agreements or commercial arrangements entered into by the Company, whether in executed or draft form.	NA		

GENERAL SECURITY AGREEMENT

TO: **MEHMET BORA KUZUCAN**

(hereinafter the "**Secured Creditor**")

FROM: **US AIR COMPRESSOR (CANADA) INC.**
having its principal place of business/chief executive office at
5311 John Lucas Dr
Burlington ON L7L 6A8

(hereinafter the "**Debtor**")

WHEREAS:

A. The Secured Creditor had as at 28 May 2026 advanced funds to the Debtor totalling approximately $810,748.49 (the "**Current Shareholder Loan**")to allow the Debtor to carry on business, which debt is due and payable.

B. The Debtor had credit facilities (the "**RBC Facilities**") with Royal Bank of Canada ("**RBC**"), which credit facilities were guaranteed by the Secured Creditor. The RBC Facilities were secured by perfected security interests in all of the Debtor's assets, property and undertaking (the "**RBC Security**").

C. Pursuant to a demand delivered on 13 April 2026, RBC made demand on the Debtor and the Secured Creditor (the "**RBC Demand**") for CAD$133,807 and USD$13,758 plus costs and interest (the "**RBC Debt**").

D. On 13 April 2026, RBC delivered notice of its intention to enforce the RBC Security as required by section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and threatened to enforce its security if the RBC Debt was not paid immediately.

E. Enforcement of the RBC Security would have resulted in the Debtor ceasing to carry on business.

F. The Debtor did not have sufficient liquidity to satisfy the RBC Demand and the Secured Creditor was required to pay a portion of the RBC Debt to prevent RBC from enforcing the RBC Security.

G. To prevent RBC from enforcing the RBC Security, the Secured Creditor was also required to place $30,000 into escrow with RBC for the benefit of the Debtor and personally provided RBC with a release and indemnity.

H. The Debtor will require additional credit support while its is determined whether the it is viable and can continue to carry on business. The Secured Creditor has agreed to provide future loans to the Debtor while its is determined whether the it is viable and can continue to carry on business.

I. The Secured Creditor was only willing: (a) to forebear on enforcing the Current Shareholder Loan to determine if the Debtor's business sis viable; (b) pay the $30,000 into escrow with RBC for the benefit of the Debtor; (c) provide RBC with a personal release and indemnity; and (d) agree to provide the Debtor with on-going credit support to permit the Debtor to carry on business until it is determined whether the Debtor's business is viable on the condition that all of the past and future obligations owed to the Secured Creditor by the Debtor, including the Current Shareholder Loan, are secured against all of the current and after-acquired personal property of the Debtor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is acknowledged and agreed, the Debtor and the Secured Creditor agree as follows:

SECTION 1 – FORBEARANCE

1.1 Agreement to Forbear

The Secured Creditor will forbear from enforcing its claims against the Debtor, including the obligations secured by this Agreement, until 31 July 2026, or such later date as may be agreed.

SECTION 2 – GRANT OF SECURITY INTEREST

2.1 Security Interest

As a general and continuing security for the payment and performance of any and all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Creditor or remaining unpaid by the Debtor to the Secured Creditor wheresoever and howsoever incurred and howsoever evidenced, whether arising from dealings between the Secured Creditor and the Debtor or from other dealings or proceedings by which the Debtor may be or become in any manner indebted, obligated or liable to the Secured Creditor and wherever incurred and in any currency and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety, and all interest, commissions, cost of realization, legal and other costs, charges and expenses (all of the foregoing being herein collectively called the "**Obligations**") the Debtor, **IN CONSIDERATION OF THE OBLIGATIONS** and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, assigns and transfers to the Secured Creditor and grants to the Secured Creditor a continuing security interest in all the property, assets and undertakings of the Debtor of whatsoever nature and kind, now owned or hereafter-acquired by or on behalf of the Debtor, wherever located (the "**Collateral**") including, without limitation:

(a) Accounts Receivable

All debts, book debts, accounts, claims, demands, moneys and choses in action whatsoever including, without limitation, claims against the Crown and claims under insurance policies, which are now owned by or are due, owing or accruing due to the Debtor or which may hereafter be owned by or become due, owing or accruing due to the Debtor together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by the Debtor in respect of or as security for the same and the full benefit and advantage thereof, and all rights of action or claims which the Debtor now has or may at any time hereafter have against any person or persons, firm or corporation in respect thereof (all of the foregoing being herein collectively called the "**Accounts Receivable**");

(b) Inventory

All of the Debtor's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be furnished under any contract of service or held for sale or lease, all returned goods, raw materials, other materials and supplies of any kind, nature or description which are used or consumed in the Debtor's business or used in connection with the packing, shipping, advertising, selling or finishing of such goods or merchandise, and all documents of title or other documents representing them (all of the foregoing being herein collectively called the "**Inventory**");

(c) Equipment

All goods now or hereafter owned by the Debtor which are not inventory or consumer goods as defined in the *Personal Property Security Act* (Ontario) (the "**PPSA**") including, without limitation, all machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory), including motor vehicles with respect to which a certificate of title has been issued, aircraft, dies, tools, jigs, and office equipment, as well as all of such types of property leased by the Debtor and all of the Debtor's rights and interests with respect thereto under such leases (including, without limitation, options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located (all of the foregoing being herein collectively called the "**Equipment**");

(d) Chattel Paper, Instruments, Securities, etc.

All chattel paper, instruments, warehouse receipts, bills of lading and other documents of title, whether negotiable or non negotiable, shares, stock, warrants, bonds, debentures, debenture stock or other securities, now or hereafter owned by the Debtor;

(e) Intangibles

All intangibles now or hereafter owned by the Debtor including, without limitation, all contract rights, corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trademarks, service marks, trade names, trade secrets, goodwill, copyrights, computer software, customer lists, registrations, licenses, franchises, tax refund claims, any funds which may become due to the Debtor in connection with the termination of any employee benefit plan or any rights thereto and any other amounts payable to the Debtor from any employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, proceeds of insurance covering the lives of key employees on which the Debtor is beneficiary, and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor;

(f) Books and Accounts, etc.

With respect to the personal property described in Paragraphs (a) to (e) inclusive, all books, accounts, invoices, deeds, documents, writings, letters, papers, security certificates and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(g) Other Property

The uncalled capital, money, rights, bills of exchange, negotiable and non negotiable instruments, judgments and securities not otherwise described in Paragraphs (a) to (f) inclusive;

(h) Replacements, etc.

With respect to the personal property described in Paragraphs (a) to (g) inclusive, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of the Debtor therein; and

(i) Proceeds

With respect to the personal property described in Paragraphs (a) to (h) inclusive, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged and proceeds of proceeds whether of the same type, class or kind as the original proceeds.

2.2 Definitions and Interpretation

In this General Security Agreement:

(a) terms used herein and defined in the PPSA shall have the same meanings as in the PPSA unless the context otherwise requires;

(b) any reference to "**Collateral**" shall, unless the context otherwise requires, refer to "Collateral or any part thereof";

(c) the grant of the security interest herein provided for shall include, without limitation, a fixed mortgage, hypothecation, pledge, charge and assignment of the Collateral in favour of the Secured Creditor;

(d) the term "**security interest**" shall include, without limitation, a fixed mortgage, hypothecation, pledge, charge and assignment;

(e) the term "**purchase money security interest**" shall mean a purchase money security interest granted by the Debtor under the PPSA to secure all or any part of the indebtedness incurred by the Debtor in connection with the acquisition of property (not in excess of the acquisition price of such property) or any extension or renewal or replacement of such indebtedness provided that the principal amount of such indebtedness is not increased; and

(f) the term "**encumbrance**" shall include, without limitation, a security interest, lien, hypothec, claim, charge, deemed trust or encumbrance of any kind whatsoever.

2.3 Leases

The last day of the term of any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, shall be excepted from the security interest hereby granted and shall not form part of the Collateral, but the Debtor shall stand possessed of such one day remaining, upon trust to assign and dispose of the same as the Secured Creditor or any assignee of such lease or agreement shall direct. If any such lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, sub leased, charged or encumbered without the leave, license, consent or approval of the lessor, the application of the security interest created hereby to any such lease or agreement shall be conditional upon such leave, license, consent or approval having been obtained.

2.4 Debtor Remains Liable

Notwithstanding anything herein to the contrary:

(a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all its duties and obligations thereunder to the same extent as if this General Security Agreement had not been executed;

(b) the exercise by the Secured Creditor of any of the rights or remedies hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral; and

(c) the Secured Creditor shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Creditor be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to and in favour of the Secured Creditor as follows:

3.1 Organization

The Debtor is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario and is duly qualified and in good standing in all jurisdictions where the nature and extent of the business transacted by it or the ownership of its assets makes such qualification necessary. The Debtor has the right and power and is duly authorized and empowered to enter into, execute and deliver this General Security Agreement and all other agreements contemplated hereunder and perform its obligations hereunder and thereunder. The execution, delivery and performance of this General Security Agreement and all other agreements contemplated hereunder by the Debtor does not conflict with the provisions of the organizational documents of the Debtor, any statute, regulation, ordinance or rule of law, or any agreement, contract or other document which may now or hereafter be binding on the Debtor, and the execution, delivery and performance of this General Security Agreement and all other agreements contemplated hereunder by the Debtor shall not result in the imposition of any encumbrance upon any of the Debtor's property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument by which the Debtor or any of its property may be bound or affected.

3.2 No Default

The Debtor is not in default in the performance or observance of any of the obligations, covenants or conditions contained in any material contract, agreement or other instrument to which it is a party or by which it is bound. The Debtor is up to date in filing its corporate returns (including annual returns and financial statements). At the date hereof, no Default (as hereinafter defined) exists and no event or condition has occurred or exists which with the passage of time or the giving of notice, or both, would constitute a Default.

3.3 Title

Subject only to the security interests in favour of the Secured Creditor and those encumbrances listed on the attached **Schedule "A"** (the "**Permitted Encumbrances**"), the Debtor has good and marketable title to the Collateral free and clear of all encumbrances.

3.4 Enforceability

This General Security Agreement constitute a valid and legally binding obligation of the Debtor enforceable against the Debtor in accordance with their terms.

3.5 Information

The information, representations and warranties made by the Debtor to the Secured Creditor in respect of the Debtor's assets, operations or otherwise including, without limitation, the information contained in any financial statements or other information delivered or to be delivered by the Debtor to the Secured Creditor at or prior to the date and in the Schedules attached hereto, are true and accurate in all respects and are not misleading in light of the circumstances existing when made or delivered or in present circumstances. There are no facts or circumstances not disclosed in writing to the Secured Creditor relating to the business, properties, prospects or financial condition of the Debtor or its ability to perform its obligations hereunder, including without limitation, with respect to the existence of any contract, agreement or instrument or charter or corporate restriction.

3.6 No Litigation

There is no actions or proceedings pending or threatened against the Debtor, and the Debtor shall, promptly upon becoming aware of any such pending or threatened action or proceeding, give written notice thereof to the Secured Creditor.

3.7 Taxes

The Debtor has (i) filed all federal, state, provincial and other tax returns required to be filed, and all taxes, assessments and other government charges ("**Tax**") and information returns and other reports which it was required by law to file on or prior to the date hereof and the information contained in such returns and reports is correct and reflects accurately all liability for Taxes for the period covered, and (ii) paid all Taxes, and penalties and interest, if any, against it or its property, income, or franchise, that are due and payable. There are no Tax disputes waiting or pending that include the Debtor.

3.8 Compliance with Laws

The Debtor has obtained all governmental consents, franchises, certificates, licenses, authorizations, approvals and permits. The Debtor is in compliance in all respects with all applicable federal, provincial, state, local and foreign statutes, orders, regulations, rules and ordinances.

3.9 Solvency

The Debtor is adequately capitalized, and the fair saleable value of the Debtor's assets exceeds the Debtor's liabilities owing to arm's length parties.

3.10 Survival

All representations and warranties of the Debtor made herein or in any certificate or other document delivered by or on behalf of the Debtor to the Secured Creditor are material, shall be deemed to have been relied upon by the Secured Creditor notwithstanding any investigation heretofore or hereafter made by or on behalf of the Secured Creditor, shall survive the execution and delivery of this General Security Agreement and shall continue in full force and effect without time limit.

SECTION 4 – COVENANTS OF DEBTOR

The Debtor covenants and agrees with the Secured Creditor as follows:

4.1 Information

The Debtor shall keep proper books of account in accordance with sound accounting practice and applicable laws and GAAP consistently applied with respect to questionable, improper or corrupt payments, shall promptly furnish to the Secured Creditor such information with respect to the Collateral and the Debtor and its business as the Secured Creditor may from time to time require.

4.2 Make Payments

The Debtor shall pay all rents, Taxes, rates, and levies lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable except as are being contested in good faith by proper legal proceedings with respect to which adequate reserves have been established and are being maintained and shall exhibit to the Secured Creditor, when required, the receipts and vouchers evidencing such payments.

4.3 Encumbrances

Except for any encumbrances in favour of the Secured Creditor and the Permitted Encumbrances, the Debtor shall keep the Collateral free at all times from any and all encumbrances of whatsoever nature, kind or priority other than those in favour of the Secured Creditor, defend the title to the Collateral against all persons, not permit the Collateral to become an accession to any property not subject to the security interest granted by this General Security Agreement and not to become a fixture unless the security interest of the Secured Creditor ranks prior to the interests of all persons in the realty. The Secured Creditor may, at any time, contest the validity and enforceability against it or the Debtor of any encumbrance including, without limitation, any purchase money security interest.

4.4 Insurance

The Debtor shall cause all of the Collateral which is of a character usually insured by businesses owning or operating Collateral of a similar nature to be properly insured and kept insured with reputable insurers acceptable to the Secured Creditor, against loss or damage by fire or other risks and hazards usually insured against by businesses owning or operating Collateral of a similar nature, in such amounts, containing such terms, in such form and for such purposes, as may be satisfactory to the Secured Creditor. Loss under such insurance shall be payable to the Secured Creditor as its interest may appear and such insurance shall contain a mortgage clause acceptable to the Secured Creditor. The Debtor shall, at the Secured Creditor's request, provide satisfactory evidence that such insurance has been effected, that loss thereunder is payable to the Secured Creditor as its interest may appear and any other information relating to such insurance as the Secured Creditor may require. If the Debtor fails to maintain satisfactory insurance, the Secured Creditor may, at its option, obtain such insurance at the expense of the Debtor and the Debtor shall forthwith repay all costs and expenses incurred by the Secured Creditor in connection therewith and all such costs and expenses shall be deemed advanced to the Debtor by the Secured Creditor, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Secured Creditor on the Obligations or any part thereof and shall be secured by this General Security Agreement.

4.5 Compliance with Governmental Requirements

The Debtor shall maintain all governmental consents, franchises, certificates, licenses, authorizations, approvals and permits and the Debtor shall remain in compliance with all applicable federal, provincial, state, local and foreign statutes, orders, regulations, rules and ordinances (including, without limitation, environmental laws and statutes, orders, regulations, rules and ordinances relating to taxes, employer and employee contributions and similar items, securities, pension plans or employee health and safety).

4.6 No Change in Business

The Debtor shall not, without the prior written consent of the Secured Creditor, which consent shall be conditional on the receipt by the Secured Creditor of all security and deeds of confirmation as its counsel may consider advisable to protect the Secured Creditor's interest, directly or indirectly: change the nature of its business; change its Fiscal Year or amend its organizational documents; carry on business through any person, corporation, partnership or other entity (including, without limitation, any subsidiary except to the extent of any business currently carried on by such subsidiary); acquire, or enter into any arrangement or agreement relating to such an acquisition, any shares or assets of or interest in any person, corporation, partnership or other entity or; otherwise incur any material (determined in the Secured Creditor's sole discretion) capital expenditures (including, without limitation, entering into leases); guarantee, endorse or otherwise become surety for or upon the obligations of others, except to the Secured Creditor or by endorsement of negotiable instruments for deposit or collection in the ordinary course of its business; provide financial assistance (including, without limitation, by way of loans to, investments in and assumptions of obligations) to any person, corporation, partnership or other entity other than by way of advances and extensions of credit in the ordinary course of its business; sell, discount or dispose of any note, instrument, account or other obligation owing to the Debtor; amalgamate, reconstruct, consolidate or otherwise merge with any person or entity; enter into an arrangement or agreement for the sale of any substantial portion of the Collateral other than in the ordinary course of business; permit all or a substantial portion of the Collateral to become the property of any other person or entity, whether in one or a series of transactions; otherwise cease to carry on business as a going concern; do or omit to do any other act or thing that could adversely affect its business, financial condition, assets or position or its ability to carry on the business as now conducted by it; or allow, permit or authorize any such change in business, acquisition, extension of financial assistance, merger, reconstruction, consolidation, carrying on of business, arrangement or cessation of business of any of its subsidiaries.

4.7 Notice Regarding Change of Address, etc.

The Debtor shall notify the Secured Creditor in writing:

(a) at least 20 days prior to any change of name of the Debtor;

(b) at least 20 days prior to any transfer of the Debtor’s interest in any part of the Collateral, not expressly permitted hereunder;

(c) at least 20 days prior to any change in the location(s) of the Collateral and any records relating thereto; and

(d) Forthwith upon becoming aware of the existence of any condition or event which could cause or which, with the passage of time or notice, or both, constitute a Default, give the Secured Creditor written notice thereof specifying the nature and duration thereof and the action being taken or proposed to be taken with respect thereto.

SECTION 5 – COLLECTION OF PROCEEDS

5.1 Payments to Secured Creditor

Upon the occurrence of an Event of Default that is continuing, the Debtor shall:

(a) receive and hold in trust for the Secured Creditor, all payments on or instruments received in respect of the Collateral, all rights by way of suretyship or guarantee which the Debtor now has or may hereafter acquire to enforce payment of Collateral and all rights in the nature of a security interest whereby the Debtor may satisfy any Collateral out of property, and all non-cash proceeds of any such collection, disposition or realization of any of the Collateral shall be subject to the security interest hereby created;

(b) endorse to the Secured Creditor and forthwith deliver to it all such payments and instruments in the form received by the Debtor; and

(c) forthwith deliver to the Secured Creditor all property in the Debtor's possession or hereafter coming into its possession through enforcement of any such rights.

5.2 Account Debtor

Upon the occurrence of an Event of Default that is continuing, the Secured Creditor may notify an account debtor or obligors under any Account Receivable of the assignment of the Account Receivable to the Secured Creditor and require such person to make payment to the Secured Creditor in respect of any of the Accounts Receivable and the Secured Creditor may hold all amounts acquired or received from any such account debtors or obligors, together with income on such amounts, as part of the Collateral and as security for the Obligations.

SECTION 6 – DEFAULT

6.1 Defaults

Without in any way limiting or restricting the demand nature of any of the Obligations and the Secured Creditor's rights to demand, at any time, payment of any or all of the Obligations payable on demand, the Obligations secured by this General Security Agreement shall be immediately due and payable in full and the security hereby constituted shall become enforceable without the need for any action or notice on the part of the Secured Creditor upon the happening of any of the following events (herein called an "**Event of Default**"):

(a) if the Debtor shall fail to make any payment of any of the Obligations when due;

(b) if the Debtor commits a breach of or fails to observe or perform any of the covenants, terms or conditions contained in this General Security Agreement or in any other agreement or instrument from time to time in effect between the Debtor and the Secured Creditor, whether relating to the Obligations or not, or if any representation or warranty of the Debtor made to the Secured Creditor or otherwise contained herein or in any other agreement or instrument from time to time in effect between the Debtor and the Secured Creditor, whether relating to the Obligations or not, shall be established by the Secured Creditor to have been incorrect in any respect;

(c) if the Debtor shall default under any instrument or agreement with respect to any indebtedness or other obligation of it to the Secured Creditor or to any creditor or other person, provided that such default has resulted in, or may result in, with notice or lapse of time, or both, the acceleration of any such indebtedness or obligation in favour of such person or the right of such person to realize upon the Collateral;

(d) if the Debtor ceases paying its debts as they mature, ceases or threatens to cease to carry on its business, makes an assignment for the benefit of creditors, commits any act or does any thing constituting or being an event of bankruptcy or insolvency (as defined or provided for in any applicable statute), fails to defend in good faith any action, suit or proceeding commenced against it, fails to discharge or appeal forthwith any judgment for the payment of money rendered against it, fails to pay any taxes, rates or charges when due, in consequence of which any lien or other encumbrance, inchoate or otherwise, upon the Collateral arises or could arise thereby, applies to any tribunal or similar body for the appointment or authorization of any receiver, trustee, liquidator or sequestrator or otherwise commences any proceedings relating to any substantial portion of its property under any reorganization, arrangement or readjustment of debt, dissolution, winding-up, adjustment, composition or liquidation law or statute of any jurisdiction including, without limitation, under the *Companies' Creditors Arrangement Act* (Canada), the BIA or the *Winding-Up and Restructuring Act* (Canada), whether now or hereafter in effect (each of the foregoing herein referred to as a "**Proceeding**"); or

(e) if there is commenced against the Debtor any Proceeding and an order approving the petition or dissolution, liquidation or winding up is entered, or such Proceeding remains undismissed for a period of 30 days, any receiver, trustee, liquidator, sequestrator or similar official of or for the Debtor or any substantial portion of the property of the Debtor is appointed, the Debtor by any act indicates consent to or approval of or acquiescence in any Proceeding or the appointment of any receiver, trustee, liquidator, sequestrator or similar official of or for the Debtor or any substantial portion of the property of the Debtor or if any writ of seizure and sale, distress or similar process is levied or enforced against a substantial portion of the property and assets of the Debtor or otherwise remains undischarged or not defended or appealed forthwith.

SECTION 7 – REMEDIES ON DEFAULT

If the security hereby constituted becomes enforceable, the Secured Creditor shall have, in addition to any other rights, remedies and powers which it may have at law, in equity or under the PPSA or other laws of equitable jurisdiction and without demand, notice or legal process of any kind except as provided herein or as required by law, the following rights, remedies and powers:

7.1 Power of Entry

The Debtor shall forthwith upon demand assemble and deliver to the Secured Creditor possession of all of the Collateral at such place as may be specified by the Secured Creditor. The Secured Creditor may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral and, to that end, the Debtor agrees that the Secured Creditor, its servants or Secured Creditors or Receiver may enter upon lands and premises where the Collateral may be found for the purpose of taking possession of and/or removing the Collateral or any part thereof. In the event of the Secured Creditor taking possession of the Collateral, or any part thereof, the Secured Creditor shall have the right to maintain the same upon the premises on which the Collateral may then be situate. The Secured Creditor may take such action or do such things as to render any Equipment unusable.

7.2 Power of Sale

The Secured Creditor may sell, lease or otherwise dispose of all or any part of the Collateral, as a whole or in separate parcels, by public auction, private tender or by private contract, with or without notice, except as otherwise required by applicable law, with or without advertising and without any other formality, all of which are hereby waived by the Debtor. Such sale, lease or disposition shall be on such terms and conditions as to credit and otherwise and as to upset or reserve bid or price as to the Secured Creditor, in its sole discretion, may seem advantageous. If such sale, transfer or disposition is made on credit or part cash and part credit, the Secured Creditor need only credit against the Obligations the actual cash received at the time of the sale. Any payments made pursuant to any credit granted at the time of the sale shall be credited against the Obligations as they are received. The Secured Creditor may buy in or rescind or vary any contract for sale of all or any of the Collateral and may resell without being answerable for any loss occasioned thereby. Any such sale, lease or disposition may take place whether or not the Secured Creditor has taken possession of the Collateral. The Secured Creditor may, before any such sale, lease or disposition, perform any commercially reasonable repair, processing or preparation for disposition and the amount so paid or expended shall be deemed advanced to the Debtor by the Secured Creditor, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Secured Creditor on the Obligations or any part thereof and shall be secured by this General Security Agreement.

7.3 Validity of Sale

No person dealing with the Secured Creditor or its servants or Secured Creditors shall be concerned to inquire whether the security hereby constituted has become enforceable, whether the powers which the Secured Creditor is purporting to exercise have become exercisable, whether any money remains due on the security of the Collateral, as to the necessity or expedience of the stipulations and conditions subject to which any sale, lease or disposition shall be made, otherwise as to the propriety or regularity of any sale or any other dealing by the Secured Creditor with the Collateral or to see to the application of any money paid to the

Secured Creditor. In the absence of fraud on the part of such persons, such dealings shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effective accordingly.

7.4 Receiver Manager

The Secured Creditor may, in addition to any other rights it may have, appoint by instrument in writing a receiver or receiver and manager (both of which are herein called a "**Receiver**") of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Secured Creditor has under this General Security Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the Secured Creditor of the Debtor and the Secured Creditor shall not be responsible for any act or default of any such Receiver. The Secured Creditor may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Secured Creditor. A court need not appoint, ratify the appointment by the Secured Creditor of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Secured Creditor of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Secured Creditor.

7.5 Carrying on Business

The Secured Creditor may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtor, may, to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and may use all or any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Secured Creditor sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to manufacture or complete the manufacture of any Inventory and to pack and ship the finished product.

7.6 Dealing with Collateral

After the occurrence of Default, the Secured Creditor may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all of which without notice to the Debtor except as otherwise required by any applicable law. The Secured Creditor may demand, sue for and receive any Accounts Receivable with or without notice to the Debtor, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts Receivable, in the Secured Creditor's absolute discretion. The Secured Creditor may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Secured Creditor hereunder including, without limitation, in connection with advice with respect to any of the foregoing.

The amount of such sums shall be deemed advanced to the Debtor by the Secured Creditor, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Secured Creditor on the Obligations or any part thereof and shall be secured by this General Security Agreement.

7.7 Retention of Collateral

Upon notice to the Debtor and subject to any obligation to dispose of any of the Collateral, as provided in the PPSA, the Secured Creditor may elect to retain all or any part of the Collateral in satisfaction of the Obligations or any of them.

7.8 Pay Encumbrances

The Secured Creditor may pay any encumbrance that may exist or be threatened against the Collateral. In addition, the Secured Creditor may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtor and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and expenses incurred in connection therewith shall be deemed to have been advanced to the Debtor by the Secured Creditor, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Secured Creditor on the Obligations or any part thereof and shall be secured by this General Security Agreement.

7.9 Application of Payments Against Obligations

Any and all payments made in respect of the Obligations from time to time and moneys realized on the Collateral may be applied to such part or parts of the Obligations as the Secured Creditor may see fit. The Secured Creditor shall, at all times and from time to time, have the right to change any appropriation as it may see fit. Any insurance moneys received by the Secured Creditor pursuant to this General Security Agreement may, at the option of the Secured Creditor, be applied to rebuilding or repairing the Collateral or be applied against the Obligations in accordance with the provisions of this Section.

7.10 Set Off

The Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Secured Creditor or any right of set off or cross claim. Any indebtedness owing by the Secured Creditor to the Debtor may be set off and applied by the Secured Creditor against the Obligations at any time or from time to time either before or after maturity, without demand upon or notice to anyone.

7.11 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay the Secured Creditor all moneys due to it, the Debtor shall forthwith pay or cause to be paid to the Secured Creditor such deficiency.

7.12 Secured Creditor Not Liable

The Secured Creditor shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Secured Creditor, the Debtor or any other person, firm or corporation in respect of the Collateral and save and except for gross negligence or willful misconduct shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Secured Creditor or any of its officers, servants, Secured Creditors, solicitors, attorneys, Receivers or otherwise. Neither the Secured Creditor, nor any of their respective officers, servants, Secured Creditors or Receivers shall be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtor as provided in **Section 7.5** or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence.

7.13 Extensions of Time

The Secured Creditor may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, debtors of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Secured Creditor may see fit, all without prejudice to the liability of the Debtor to the Secured Creditor or the Secured Creditor's rights and powers under this General Security Agreement.

7.14 Rights in Addition

The rights and powers conferred by this **Section 7** are in supplement of and in addition to and not in substitution for any other rights or powers the Secured Creditor may have from time to time under this General Security Agreement or under applicable law. The Secured Creditor may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Secured Creditor shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination. The Debtor recognizes that if it fails to perform or observe its obligations hereunder, no remedy at law will provide adequate relief to the Secured Creditor, and the Debtor agrees that the Secured Creditor shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving irreparable harm. Any notification of intended disposition of any of the Collateral required by law will be deemed reasonably and properly given if given at least fifteen (15) calendar days before such disposition.

SECTION 8 – DEALING WITH COLLATERAL BY THE DEBTOR

8.1 Sale of Inventory

Prior to the occurrence of a Default, the Debtor may, in the ordinary course of its business and on customary trade terms, lease or sell items of inventory, so that the purchaser thereof takes title clear of the security interest hereby created. If such sale or lease results in an Account Receivable, such Account Receivable shall be subject to the security interest hereby created.

SECTION 9 – GENERAL

9.1 Security in Addition

The security hereby constituted is not in substitution for any other security for the Obligations or for any other agreement between the parties creating a security interest in all or part of the Collateral, whether heretofore or hereafter made, and such security and such agreements shall be deemed to be continued and not affected hereby unless expressly provided to the contrary in writing and signed by the Secured Creditor and the Debtor. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the Obligations or any part thereof, shall not release or affect the security interest created by this General Security Agreement and the taking of the security interest hereby created or any proceedings hereunder for the realization of the security interest hereby created shall not release or affect any other security held by the Secured Creditor for the repayment of or performance of the Obligations.

9.2 Waiver

Any waiver of a breach by the Debtor of any of the terms or provisions of this General Security Agreement or of a Default must be in writing to be effective against and bind the Secured Creditor. No such waiver by the Secured Creditor shall extend to or be taken in any manner to affect any subsequent breach or Default or the rights of the Secured Creditor arising therefrom.

9.3 Further Assurances

The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, conveyances, instruments, transfers, assignments, security agreements and assurances as the Secured Creditor may reasonably require in order to give effect to the provisions and purposes of this General Security Agreement including, without limitation, in respect of the Secured Creditor's enforcement of the security and its realization on the Collateral, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming and/or perfecting the security interest of the Secured Creditor in the Collateral pursuant to this General Security Agreement. The Debtor hereby constitutes and appoints the Secured Creditor or any Receiver appointed by the Court or the Secured Creditor as provided herein, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things which the Debtor has herein agreed to do, make or execute or which may be required by the Secured Creditor or a Receiver to give effect to this Agreement, with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The Debtor hereby authorizes the Secured Creditor to file such proofs of claim and other documents as may be necessary or advisable in order to prove its claim in any bankruptcy, proposed winding up or other proceeding relating to the Debtor.

Without limiting the generality of the foregoing, the Debtor:

(a) shall mark conspicuously each chattel paper evidencing or relating to an Account Receivable and each related contract and, at the request of the Secured Creditor, each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Secured Creditor, indicating that such chattel paper, related contract or Collateral is subject to the security interests granted hereby;

(b) shall, if any Accounts Receivable shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to the Secured Creditor hereunder such note, instrument or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Creditor;

(c) shall execute and file such financing or continuation statements, or amendments, thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Creditor may request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(d) hereby authorizes the Secured Creditor to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor, where permitted by law; and

(e) shall furnish to the Secured Creditor from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Creditor may request, all in reasonable detail.

9.4 No Merger

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Debtor to make payment of or satisfy the Obligations. The acceptance of any payment or alternate security shall not constitute or create any novation and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of such covenants.

9.5 Notices

Any notice required to be given to the Debtor or the Secured Creditor may be delivered to such party or a responsible officer thereof or may be sent by prepaid registered mail addressed to the appropriate party at the address above shown, or such further or other address as such party may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

9.6 Continuing Security Interest and Discharge

This General Security Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Obligations, notwithstanding any dealing between the Secured Creditor and the Debtor or any guarantor in respect of the Obligations or any release, exchange, non-perfection, amendment, waiver, consent or departure from or in respect of any or all of the terms or provision of any security held for the Obligations.

9.7 Governing Law and Waiver

The provisions of this General Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to applicable conflict of law principles. The Debtor consents to the non-exclusive jurisdiction of Ontario courts in connection with the resolution of any disputes relating to this General Security Agreement or any other Agreement or document executed or delivered hereunder. Debtor irrevocably waives any objection, including any objection to the laying of venue based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement.

9.8 Security Interest Effective Immediately

Neither the execution or registration of this General Security Agreement nor any partial advances by the Secured Creditor shall bind the Secured Creditor to advance any other amounts to the Debtor. The parties intend the security interest created hereby to attach and take effect forthwith upon execution of this General Security Agreement by the Debtor and the Debtor acknowledges that value has been given and that the Debtor has rights in the Collateral.

9.9 No Collateral Warranties

There is no representation, warranty or collateral agreement affecting this General Security Agreement or the Collateral, other than as expressed herein in writing.

9.10 Joint and Several Liability

If more than one person executes this General Security Agreement as Debtor, their obligations under this General Security Agreement shall be joint and several.

9.11 Provisions Reasonable

The Debtor expressly acknowledges and agrees that the provisions of this General Security Agreement and, in particular, those respecting remedies and powers of the Secured Creditor against the Debtor, its business and the Collateral upon Default, are commercially reasonable and not manifestly unreasonable.

9.12 Number and Gender

In this General Security Agreement, words importing the singular number include the plural and vice-versa and words importing gender include all genders.

9.13 Invalidity

In the event that any term or provision of this General Security Agreement shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this General Security Agreement shall be unaffected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.14 Indemnity and Expenses

(a) The Debtor agrees to indemnify and save harmless the Secured Creditor from and against any and all claims, losses and liabilities arising out of or resulting out of or resulting from this General Security Agreement (including, without limitation, enforcement of this General Security Agreement), except claims, losses or liabilities resulting from the Secured Creditor's gross negligence or wilful misconduct.

(b) The Debtor will upon demand pay to the Secured Creditor the amount of any and all expenses, including the fees and disbursements of its counsel and of any experts and Secured Creditors, which the Secured Creditor may incur in connection with (i) the administration of this General Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights or remedies of the Secured Creditor hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereunder.

9.15 Judgment Currency

If for the purpose of obtaining judgment in any court or for the purpose of determining, pursuant to the obligations of the undersigned, the amounts owing hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Secured Creditor could purchase, in the Toronto foreign exchange market, the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given or any other payment is due hereunder. The undersigned and each of them agrees that its obligation in respect of any Original Currency due from it to the Secured Creditor hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the Business Day following the date the Secured Creditor receives payment of any sum so adjudged or owing to be due hereunder in the Second Currency the Secured Creditor may, in accordance with normal banking procedures, purchase, in the Toronto City foreign exchange market the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, the undersigned and each of them agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Secured Creditor against such loss. The term "rate of exchange" in this **Section 9.15** means the spot rate at which the Secured Creditor , in accordance with normal practices is able on the relevant date to purchase the Original Currency with the Second Currency and includes any premium and costs of exchange payable in connection with such purchase.

9.16 Sections and Headings

The division of this General Security Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

9.17 Receipt of Copy

The Debtor acknowledges receipt of an executed copy of this General Security Agreement.

9.18 Binding Effect

All rights of the Secured Creditor hereunder shall enure to the benefit of its successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor and his heirs, executors, administrators, legal personal representatives, successors and assigns.

[The remainder of this page has been intentionally left blank].

IN WITNESS WHEREOF the parties have duly executed this General Security Agreement as of the ______ day of June 2026.

US AIR COMPRESSOR (CANADA) INC.

Per: ______________________________

Name: Mehmet Bora Kuzucan

Title: Director

____

MEHMET BORA KUZUCAN

SCHEDULE A

PERMITTED ENCUMBRANCES

Any security interests or other encumbrances existing as at the date hereof created or arising in the ordinary course of the Debtor's business and any future security interest or encumbrances created or arising in the ordinary course of the Debtor's business. NTD: This is for related parties. If the Secured Creditor is a third party, the secured creditor may want to further restrict the permitted encumbrances.

This is **Exhibit "C"** referred to in the Affidavit of Stephen Gilbertson sworn this 20th day of July, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN

Commissioner for Taking Affidavits
(or as may be)

ServiceOntario

Login New Enquiry Rate Our Service

Enquiry Result

File Currency: **13JUL 2026**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	13JUL 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	505990071	1	7	1	14	03JUN 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
505990071		001	3			20240603 1422 1532 9039	P PPSA	07
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	US AIR COMPRESSOR (CANADA) INC.							
	Address					**City**	**Province**	**Postal Code**
	5311 JOHN LUCAS DR SUITE 12-13SUITE 12-1					BURLINGTON	ON	L7L6A8
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
	20JAN1967		MEHMET			B	KUZUCAN	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612					TORONTO	ON	M5S3A6
Secured Party	**Secured Party / Lien Claimant**							
	THE BANK OF NOVA SCOTIA							
	Address					**City**	**Province**	**Postal Code**
	10 WRIGHT BOULEVARD					STRATFORD	ON	N5A7X9

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X	91948.21		

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2024	JEEP	GRAND CHEROKEE L	1C4RJKEG5R8569592

General Collateral Description	**General Collateral Description**
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
	AND THE PROCEEDS OF THOSE VEHICLES

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.									
File Currency	13JUL 2026									
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status		
	505990071	1	7	2	14	03JUN 2031				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period	
505990071		002	3			20240603 1422 1532 9039				
Individual Debtor	Date of Birth	First Given Name					Initial	Surname		
	20JAN1967	MEHMET						KUZUCAN		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	Address						City	Province	Postal Code	
	1001 BAY ST SUITE 1612SUITE 1612						TORONTO	ON	M5S3A6	
Individual Debtor	Date of Birth	First Given Name					Initial	Surname		
	20JAN1967	MEHMET						KVZUCAN		
Business Debtor	Business Debtor Name							Ontario Corporation Number		
	Address						City	Province	Postal Code	
	1001 BAY ST SUITE 1612SUITE 1612						TORONTO	ON	M5S3A6	
Secured Party	Secured Party / Lien Claimant									
	Address						City	Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make				Model		V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	Address						City	Province	Postal Code	

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	13JUL 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	505990071	1	7	3	14	03JUN 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**	
505990071		003	3		20240603 1422 1532 9039			
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**				
	20JAN1967	MEHMET BORA		KUZUCAN				
Business Debtor	**Business Debtor Name**	**Ontario Corporation Number**						
	Address	**City**	**Province**	**Postal Code**				
	1001 BAY ST SUITE 1612SUITE 1612	TORONTO	ON	M5S3A6				
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**				
Business Debtor	**Business Debtor Name**	**Ontario Corporation Number**						
	Address	**City**	**Province**	**Postal Code**				
Secured Party	**Secured Party / Lien Claimant**							
	Address	**City**	**Province**	**Postal Code**				
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**				
General Collateral Description	**General Collateral Description**							
Registering Agent	**Registering Agent**							
	Address	**City**	**Province**	**Postal Code**				

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.
File Currency	13JUL 2026

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	506736891	2	7	4	14	26JUN 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
506736891		001	3		20240626 1317 1532 0379	P PPSA	08

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	US AIR COMPRESSOR (CANADA) INC.			
	Address	City	Province	Postal Code
	5311 JOHN LUCAS DR SUITE 12-13SUITE 12-1	BURLINGTON	ON	L7L6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	20JAN1967	MEHMET	B	KUZUCAN
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	1001 BAY ST SUITE 1612SUITE 1612	TORONTO	ON	M5S3A6

Secured Party	Secured Party / Lien Claimant			
	THE BANK OF NOVA SCOTIA			
	Address	City	Province	Postal Code
	10 WRIGHT BOULEVARD	STRATFORD	ON	N5A7X9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	68012.46		

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2024	JEEP	GRAND CHEROKEE L	1C4RJKAG8R8943795

General Collateral Description	General Collateral Description
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
	AND THE PROCEEDS OF THOSE VEHICLES

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	506736891	2	7	5	14	26JUN 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

506736891		002	3		20240626 1317 1532 0379		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	20JAN1967	MEHMET		KUZUCAN	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612		TORONTO	ON	M5S3A6

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	20JAN1967	MEHMET		KVZUCAN	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612		TORONTO	ON	M5S3A6

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	506736891	2	7	6	14	26JUN 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
506736891		003	3		20240626 1317 1532 0379		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
	20JAN1967	MEHMET BORA		KUZUCAN
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	Address						City		Province	Postal Code
	1001 BAY ST SUITE 1612SUITE 1612						TORONTO		ON	M5S3A6
Individual Debtor	Date of Birth		First Given Name				Initial		Surname	
Business Debtor	Business Debtor Name								Ontario Corporation Number	
	Address						City		Province	Postal Code
Secured Party	Secured Party / Lien Claimant									
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount		Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model			V.I.N.	
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	Address						City		Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	13JUL 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	508333635	3	7	7	14	19AUG 2029		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period
508333635		001	1			20240819 1331 1532 6302	P PPSA	05
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	US AIR COMPRESSOR (CANADA) INC.							
	Address					City	Province	Postal Code
	5311 JOHN LUCAS DR					BURLINGTON	ON	L7L 6A8
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	

Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	ROYAL BANK OF CANADA							
	Address					**City**	**Province**	**Postal Code**
	36 YORK MILLS ROAD, 4TH FLOOR					TORONTO	ON	M2P 0A4
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			
Motor Vehicle Description	**Year**	**Make**				**Model**	**V.I.N.**	
General Collateral Description	**General Collateral Description**							
Registering Agent	**Registering Agent**							
	D + H LIMITED PARTNERSHIP							
	Address					**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR					MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	**Family**	**of Families**	**Page**	**of Pages**		
	508333635	3	7	8	14		
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT							
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**	
		001	1		20260609 1322 1590 3864		
Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**	
	508333635			D ASSGNMT			
Reference Debtor/ Transferor	**First Given Name**			**Initial**	**Surname**		
	Business Debtor Name						
	US AIR COMPRESSOR (CANADA) INC.						
Other Change	**Other Change**						
Reason / Description	**Reason / Description**						

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name
	ROYAL BANK OF CANADA
Secured Party	Secured party, lien claimant, assignee
	MEHMET BORA KUZUCAN

	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	GOWLING WLG (CANADA) LLP (I. LI)

	Address	City	Province	Postal Code
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	524584521	4	7	9	14	27FEB 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
524584521		001	1		20260227 1749 9586 9369	P PPSA	03

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number
	US AIR COMPRESSOR (CANADA) INC.	

	Address	City	Province	Postal Code
	5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code
Secured Party	Secured Party / Lien Claimant			
	MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	200-171 WATER ST.	VANCOUVER	BC	V6B 1A7

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS,
	INCLUDING, BUT NOT LIMITED TO, THE FUTURE DEBIT/CREDIT CARD
	RECEIVABLES OF THE DEBTORS.

Registering Agent	Registering Agent			
	MERCHANT GROWTH LTD.			
	Address	City	Province	Postal Code
	200-171 WATER STREET	VANCOUVER	BC	V6B 1A7

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	527752647	5	7	10	14	09JUN 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
527752647		001	1		20260609 1322 1590 3863	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	US AIR COMPRESSOR (CANADA) INC.			
	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8
Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
Secured Party	Secured Party / Lien Claimant			
	MEHMET BORA KUZUCAN			

	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	GOWLING WLG (CANADA) LLP (I. LI)			
	Address	City	Province	Postal Code
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	528643539	6	7	11	14	07JUL 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
528643539		01	002		20260707 1403 1462 5981	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	US AIR COMPRESSOR CANADA INC			
	Address	City	Province	Postal Code
	5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	20JAN1967	MEHMETBORA		KUZUCAN

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	1612 1001 BAY STREET	TORONTO	ON	M5S3A6

Secured Party	Secured Party / Lien Claimant			
	CANACAP			
	Address	City	Province	Postal Code
	4211 YONGE ST SUITE 402	TORONTO	ON	M2P2A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL
	INTANGIBLES, INSTRUMENTS, AND INVENTORY, AS THOSE TERMS ARE DEFINED
	IN THE PERSONAL PROPERTY SECURITY ACT (THE PPSA), NOW OR HEREAFTER

Registering Agent	Registering Agent			
	CANACAP			
	Address	City	Province	Postal Code
	4211 YONGE ST SUITE 402	TORONTO	ON	M2P2A9

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	13JUL 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	528643539	6	7	12	14	07JUL 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
528643539		02	002		20260707 1403 1462 5981	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description								
	OWNED OR ACQUIRED BY MERCHANT AND (B) ALL PROCEEDS, AS THAT TERM IS								
	DEFINED IN THE PPSA (A AND B COLLECTIVELY, THE COLLATERAL).								
Registering Agent	Registering Agent								
	CANACAP								
	Address					City		Province	Postal Code
	4211 YONGE ST SUITE 402					TORONTO		ON	M2P2A9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.								
File Currency	13JUL 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	790796475	7	7	13	14	15FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number		Registered Under	Registration Period
790796475		001	1			20230215 1806 1532 7957		P PPSA	05
Individual Debtor	Date of Birth		First Given Name				Initial	Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	US AIR COMPRESSOR CANADA INC								
	Address						City	Province	Postal Code
	5596 AMBLER DRIVE						MISSISSAUGA	ON	L4W2K9
Individual Debtor	Date of Birth		First Given Name				Initial	Surname	
	20JAN1967		MEHMET				B	KUZUCAN	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
	Address						City	Province	Postal Code
	43 SHORE GARDENS						OAKVILLE	ON	L6L5Z2
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address						City	Province	Postal Code
	10 YORK MILLS ROAD 3RD FLOOR						TORONTO	ON	M2P 0A2
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X					X	52735.49	14FEB2028	
Motor Vehicle Description	Year	Make				Model		V.I.N.	
	2016	BMW				7 SERIES		WBA7F2C53GG417790	
General Collateral Description	General Collateral Description								
	THE FULL DEBTOR NAME IS - MEHMET BORA KUZUCAN								
Registering Agent	Registering Agent								

	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.									
File Currency	13JUL 2026									
	File Number	**Family**	**of Families**	**Page**	**of Pages**					
	790796475	7	7	14	14					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**		**Registered Under**			
		001	1		20260609 1323 1590 3865					
Record Referenced	**File Number**		**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**			
	790796475				D ASSGNMT					
Reference Debtor/ Transferor	**First Given Name**				**Initial**	**Surname**				
	Business Debtor Name									
	US AIR COMPRESSOR CANADA INC									
Other Change	**Other Change**									
Reason / Description	**Reason / Description**									
Debtor/ Transferee	**Date of Birth**		**First Given Name**		**Initial**	**Surname**				
	Business Debtor Name						**Ontario Corporation Number**			
	Address				**City**		**Province**	**Postal Code**		
Assignor Name	**Assignor Name**									
	ROYAL BANK OF CANADA									
Secured Party	**Secured party, lien claimant, assignee**									
	MEHMET BORA KUZUCAN									
	Address				**City**		**Province**	**Postal Code**		
	UNIT 5 , 5311 JOHN LUCAS DRIVE				BURLINGTON		ON	L7L 6A8		
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**	
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**			

General Collateral Description	**General Collateral Description**			
Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**			
	GOWLING WLG (CANADA) LLP (I. LI)			
	Address	**City**	**Province**	**Postal Code**
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

Show All Pages

This is **Exhibit "D"** referred to in the Affidavit of Stephen Gilbertson
sworn this 20th day of July, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN

Commissioner for Taking Affidavits
(or as may be)

SHAREHOLDER AGREEMENT

THIS UNANIMOUS SHAREHOLDERS AGREEMENT made this 26th day of January, 2023.

BETWEEN:

Mehmet Bora Kuzucan of 43 Shore Gardens Oakville, On L6L5Z2

OF THE FIRST PART

and

Stephen Marshall Gilbertson of 8100 West 96th Street, Bloomington, MN 55438

OF THE SECOND PART

and

US AIR COMPRESSOR (CANADA) INC. of 5311 John Lucas Drive Burlington, On L7L6A8
(the "Corporation")

OF THE THIRD PART

BACKGROUND:

A. The Corporation is incorporated in the Province of Ontario under the Business Corporations Act (the "Act").

B. The Act permits the Shareholders to enter into a shareholder agreement in writing to restrict the powers of the directors of the Corporation to manage the business and affairs of the Corporation and to confer certain of the powers normally possessed by the directors of the Corporation on the Shareholders.

C. The Shareholders have decided to enter into this agreement (the "Agreement") to govern their respective interests, obligations, liabilities, ownership and rights in the Corporation and to provide for the better government of the Corporation.

D. All of the Shareholders have executed this Agreement.

E. The Corporation has executed this Agreement for the purpose of acknowledging notice of this Agreement and, where necessary, for the purpose of agreeing to give effect to the terms of this Agreement.

IN CONSIDERATION OF the premises and mutual covenants and agreements in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Interpretation

1. In this Agreement

a. "Articles" means the Corporation's Articles of Incorporation or Articles of Amalgamation, as the case may be;

b. "Board" means the board of directors of the Corporation;

c. "Business Day" means a day other than a Saturday or Sunday or statutory holiday;

d. "By-laws" means the by-laws of the Corporation as of the date of this Agreement and as may be amended from time to time;

e. "Fair Market Value" means the fair market value as determined by a professional appraiser selected by and paid for by the Corporation;

f. "Financial Statements" means the financial statements of the Corporation, prepared in accordance with generally accepted accounting principles;

g. "Party" or "Parties" means all of the Shareholders and the Corporation;

h. "Share" or "Shares" refers to a share or shares in the capital of the Corporation;

i. "Shareholder" means any one of the Shareholders who is or later becomes a Shareholder in the Corporation;

j. "Shareholders" mean any two or more of the Shareholders who are or later become Shareholders in the Corporation.

Shareholder Agreement

2. This Agreement restricts the Board's power to manage and supervise the Corporation to the extent necessary to effect the Shareholders objectives as such objectives are set out in this Agreement and transfers such powers to the Shareholders. The Shareholders acknowledge that to the extent the Board's powers are restricted and transferred to the Shareholders, the obligations and liabilities of the Board, and the individual directors thereon, are also transferred to the Shareholders.

By-laws and Articles

3. The By-laws will be read as being subject to the provisions of this Agreement. The By-laws will not be amended or repealed except by written Agreement of all of the Shareholders.

4. The Articles will be read as being subject to the provisions of this Agreement. The Articles will not be amended or repealed except by written Agreement of all of the Shareholders.

Warranties

5. The Corporation warrants that it has the necessary corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

6. Each Shareholder warrants that he or she is not prevented by reason of law or any other contractual agreement from entering into this Agreement.

Management of the Corporation

7. The Corporation will not purchase, redeem or acquire any Shares from any Shareholder except as provided in this Agreement and except in compliance with corporate solvency provisions and capital requirements of the Act.

8. The Corporation will not purchase any of its own Shares if the Corporation is, or after payment for the Shares would be, unable to pay its liabilities as they become due or if the realizable value of the Corporation's assets would be less than the aggregate of its liabilities and stated capital for all classes of Shares.

9. If the Corporation does purchase any of its own Shares, the Corporation will notify all Shareholders of the number of Shares purchased, the name or names of the Shareholder or Shareholders from whom it has purchased the Shares, the price paid for the Shares, whether cash or otherwise, and the balance, if any, remaining to be paid to the Shareholder or Shareholders from whom Shares were purchased.

10. The Corporation will not issue any Shares after the date of this Agreement unless issued in accordance with this Agreement or with the prior written approval of all of the Shareholders.

11. Shares will not be issued for other than money consideration, without the prior written approval of the Shareholders. Money includes a debt owing by the Corporation or a debt secured by a guarantee given by the Corporation. Money does not include a promissory note or other promise to pay.

Capital Requirements of the Corporation

12. If all of the Shareholders determine by written resolution that the Corporation requires additional funds to meet the Corporation's obligations to its creditors or to achieve the purpose for which the Corporation was incorporated the Shareholders will, at the request of the Board and on a pro rata basis, provide the Corporation with an interest-free shareholder loan (the "Loan") in an amount that is sufficient to enable the Corporation to meet such obligations or objectives, as the case may be. The Shareholders may exempt any Shareholder from contributing to the Loan, but if less than all of the Shareholders contribute to the Loan, the Shareholders who contribute to the Loan will be entitled to interest at a reasonable commercial rate.

Pre-Emptive Rights

13. Subject to the limitations on pre-emptive rights in the Act any Shares issued by the Corporation will be offered and issued in accordance with the following provisions:

    a. The Shares will be offered first to the Shareholders of the class of Share being issued (the "First Offer") on a pro rata basis.

    b. Any Shares remaining after the First Offer will be offered on an equal basis to the other Shareholders of that class (the "Second Offer") for not less than the subscription price specified in the First Offer and on terms not more favourable than those in the First Offer.

c. Any Shares remaining after the Second Offer will be offered on an equal basis to all Shareholders in the Corporation (the "Third Offer") for not less than the subscription price specified in the Second Offer and on terms not more favourable than those in the First Offer.

d. Any Shares remaining after the Third Offer may be offered to any person or persons (the "Final Offer") for not less than the subscription price specified in the Third Offer and on terms not more favourable than those in the First Offer.

14. The First Offer, the Second Offer, the Third Offer and the Final Offer (collectively and individually the "Offer") will be in writing and will specify:

a. the subscription price at which the Shares are offered;

b. the date by which the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;

c. the terms of the Offer; and

d. the closing date for the transaction, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.

15. If the Offer is not accepted within the time period specified for accepting the Offer, the Offer will be deemed to be declined.

16. Shares will not be issued unless:

a. the subscriber is a party to this Agreement; or

b. the subscriber agrees to be bound by and to become a party to this Agreement and gives a written and legally binding undertaking to be bound by and become a party to this Agreement.

17. Notwithstanding the above provisions with respect to the pre-emptive right of existing Shareholders to acquire Shares, Shareholders will have no pre-emptive right in respect of Shares

to be issued for consideration other than money, as a Share dividend, or pursuant to the exercise of conversion privileges, options or rights previously granted by the Corporation.

Restrictions on Transfer or other Disposal of Interest

18. Shareholders will not and will not agree to directly or indirectly sell, assign, transfer, give, pledge, hypothecate or otherwise dispose of or in any other way encumber any Share or any interest in any Share and will not create any security interest in or grant any option with respect to any Share or any interest in any Share, except in accordance with the express provisions of this Agreement or except with the prior written approval of all of the Shareholders.

Death or Incapacity of Shareholder

19. If a Shareholder dies or becomes incapable (the "Incapacitated Shareholder") of performing duties that the Shareholder is required to perform as a director or officer or as otherwise imposed by this Agreement by reason of sickness, injury, mental or physical incapacity ("Incapacity") and it appears as though the Incapacitated Shareholder will not recover so as to be able to perform those duties within 90 days of the Incapacity, the other Shareholders will purchase all of the Incapacitated Shareholder's Shares at Fair Market Value as soon as practicable but not later than 6 months after the Incapacity. If there is more than one other Shareholder purchasing the Incapacitated Shareholder's Shares, each Shareholder will, subject to the prior written agreement of the other purchasing Shareholders, purchase an equal amount of the Incapacitated Shareholder's Shares. Each Shareholder may obtain insurance on the life of any other Shareholder in an amount not exceeding the estimated Fair Market Value of that Shareholder's Shares. The proceeds from any such life insurance will be used for the sole purpose of purchasing a deceased Shareholder's Shares.

Dispute Resolution

20. In the event a dispute arises between two or more Shareholders, the Shareholders will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Ontario. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Ontario.

21. The dispute resolution process may be commenced by any of the Shareholders by the delivery of written notice (the "Notice of Dispute") to all other Shareholders. The notice will specify the dispute to be arbitrated, the issues of fact and law to be determined and the proposed arbitrator.

22. Any Shareholder may object to a proposed mediator and propose an alternate by delivering a written notice of objection to all other Shareholders within 15 Business Days of receiving the Notice of Dispute. All of the proposed mediators will jointly appoint a mediator. If the proposed mediators are unable to agree upon a mediator, any party to the dispute may apply to the Court for the appointment of a mediator.

23. Any Shareholder may object to a proposed arbitrator and propose an alternate by delivering a written notice of objection to all other Shareholders within 15 Business Days of receiving the Notice of Dispute. All of the proposed arbitrators will jointly appoint an arbitrator. If the proposed arbitrators are unable to agree upon an arbitrator, any party to the dispute may apply to the Court for the appointment of an arbitrator.

24. If no Shareholder objects by written notice to the proposed mediator or arbitrator within 15 Business Days of receiving the Notice of Dispute, the proposed mediator or arbitrator will be presumed acceptable.

25. Every mediator and arbitrator, and all proposed mediators and arbitrators will be at arm's-length from every Party to this Agreement and will not have any interest in the dispute.

26. The mediator or arbitrator will, subject to applicable legislation, determine the procedure for hearing the dispute but will give written reasons for material findings of fact and a written decision.

27. The mediator or arbitrator will determine the liability among the parties to the dispute for the cost of the dispute resolution process and for the payment of the mediator or arbitrator.

Shot Gun Provision

28. If any of the Shareholders have a dispute (a "Material Dispute") regarding:

a. the manner in which the affairs of the Corporation are to be conducted;

b. the business in which the Corporation should engage; or

c. any other matter where the disagreement is of such a nature that it is likely to prejudice the operations or profitability of the Corporation

and if the Material Dispute cannot be resolved within a reasonable period or through the provisions for mediation and arbitration within this Agreement, then any Shareholder (the "Initiating Shareholder") may initiate a forced buy or sell agreement (the "Shot Gun Provision").

29. If there are only two Shareholders to this Agreement at the time this Shot Gun Provision is utilized, the Initiating Shareholder will give a written offer (the "Offer") to the other Shareholder (the "Offeree") specifying the price per Share (the "Price") at which the Initiating Shareholder is willing to:

a. sell all of the Shares owned by the Initiating Shareholder; or

b. purchase all of the Shares owned by the Offeree.

30. The Offeree will, within 15 Business Days of receiving the Offer, give notice to the Initiating Shareholder indicating that the Offeree has elected to either:

a. purchase the Initiating Shareholder's Shares at the Price; or

b. sell the Offeree's Shares at the Price.

31. If the Offeree does not respond to the Offer before 5 o'clock in the afternoon on the 15th Business Day after the date on which the Offer was received, the Offeree will be deemed to have agreed to sell the Offeree's Shares to the Initiating Shareholder at the Price.

32. If the Offeree elects to purchase the Initiating Shareholder's Shares, the Offeree will tender a certified cheque for the Price within 10 Business Days of notifying the Initiating Shareholder that the Offeree has elected to purchase the Initiating Shareholder's Shares, and the Initiating Shareholder will transfer or cause to be transferred to the Offeree all of the Initiating Shareholder's Shares on receipt of the Price.

33. If the Offeree elects or is deemed to elect to sell the Offeree's Shares to the Initiating Shareholder, the Initiating Shareholder will tender a certified cheque for the Price within 10 Business Days of either the date on which the Initiating Shareholder receives notice that the Offeree has elected to sell the Offeree's Shares or the date on which the Offeree is deemed to have elected to sell the Offeree's Shares to the Initiating Shareholder, and the Offeree will transfer or cause to be transferred to the Initiating Shareholder all of the Offeree's Shares on receipt of the Price.

34. Failure to make a payment required by this Shot Gun Provision or failure to transfer the Shares as required by this Shot Gun Provision will be deemed to be a breach of contract and the non-defaulting party will, in addition to any other remedies available by statute or at law or equity, be entitled to and may elect to, by written notice within 30 Business Days of the default, purchase the defaulting party's Shares at 75% of the Price.

35. If there are more than two Shareholders to this Agreement, the Initiating Shareholder may make an Offer to one of the other Shareholders, and the procedure in this Shot Gun Provision will apply as if there were only two Shareholders. The Initiating Shareholder may also make an offer to the other Shareholders as a group, and the other Shareholders will either come to an agreement among themselves to buy the Initiating Shareholder's Shares or will, as a group, elect to sell all of their Shares to the Initiating Shareholder, and the procedure in this clause will apply.

Right of First Refusal

36. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:

   a. the Shares are first offered at not more than Fair Market Value to the Shareholders of the class of Share being sold on a pro rata basis ("Offer One"); and

   b. the Shares remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favourable than those in Offer One.

37. The Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than the price specified in Offer Two and on terms not more favourable than those in Offer One.

38. Offer One, Offer Two and the Third Party Offer (collectively and individually the "Offer") will be in writing and will specify:

    a. the price at which the Shares are offered;

    b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;

    c. the terms of the Offer; and

    d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.

39. Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.

40. If a transaction involving the sale of Shares to a person, firm, partnership, association, or other entity that was not previously a Shareholder of the Corporation (a "Third Party") will result in the Third Party acquiring 50% or more of the Shares in the Corporation, the selling Shareholder or Shareholders ("Selling Shareholder") will not be entitled to sell the Shares unless the Third Party offers the following options to each remaining Shareholder ("Remaining Shareholder"):

    a. The Third Party will offer to purchase any Remaining Shareholder's Shares. This offer will remain open for a period of 90 days from the date on which the Third Party first acquires Shares in the Corporation.

    b. If the Remaining Shareholder is selling Shares of the same class and series as the Shares purchased by the Third Party, the price will be the same.

    c. If the Remaining Shareholder is selling Shares of a class or series other than the Shares purchased by the Third Party, the price will be the Fair Market Value of the Shares. If the Fair Market Value of the Shares is unknown, the Third Party will bear the cost of determining the Fair Market Value of the Shares.

d. The Third Party will purchase the Remaining Shareholder's Shares on terms that are substantially similar to and not less favourable to the Remaining Shareholder than those in the transaction between the Selling Shareholder and the Third Party.

Dividends

41. Subject to corporate law solvency requirements and to the extent permitted by law and after payment of any shareholder loans and after establishing sufficient reserves for the normal operation of the Corporation's business activities and debt serving requirements, all of the Corporation's profits will be distributed by way of dividend. Dividends will be distributed annually.

Conflict of Opportunities and Non-Competition

42. Each Shareholder agrees that any business opportunity that comes to the attention of the Shareholder while the Shareholder is a Shareholder, director, officer or employee of the Corporation and that is similar to or that relates to the current or anticipated business opportunities of the Corporation or that arises out the Shareholder's connection with the Corporation, belongs to the Corporation.

43. Each Shareholder agrees that while a Shareholder, director, officer or employee of the Corporation and for a period of 3 years after ceasing to be a Shareholder, director, officer or employee of the Corporation, the Shareholder will not, solely or jointly with others:

a. undertake, plan, organize or be involved in any way with any business or any business activity that competes with the current or anticipated business of the Corporation in the geographic area in which the Corporation carries on its usual business; or

b. divert or attempt to divert from the Corporation any business the Corporation enjoyed, solicited, or attempted to solicit from its customers, prior to the Shareholder ceasing to be a Shareholder.

44. Each Shareholder agrees that for so long as the Shareholder is a Shareholder, director, officer or employee of the Corporation, the Shareholder will not engage or participate in any other business activities that conflict with the best interests of the Corporation.

Non-Solicitation

45. Each Shareholder agrees that while a Shareholder, director, officer or employee of the Corporation and for a period of 3 years after ceasing to be a Shareholder, director, officer or employee of the Corporation, the Shareholder will not in any way, directly or indirectly, induce any Shareholder, director, officer or employee of the Corporation to leave their position with the Corporation or to compete in any way with the Corporation and will not interfere with the Corporation's relationship with its other Shareholders, directors, officers or employees. Such enticement or interference would be harmful and damaging to the Shareholders and to the Corporation.

Notice of this Agreement on Share Certificates

46. Any and all share certificates issued by the Corporation will have subscribed on them the following notice, or a notice in substantially the following form:

- The shares represented by this certificate are subject to the provisions of a Unanimous Shareholder Agreement, made the 26th day of January, 2023, which restricts the right to sell, transfer or encumber any share in the Corporation, including the shares represented by this certificate. Notice of the said agreement is hereby given. A copy of the said agreement may be obtained by sending a written request to the Board of Directors for the Corporation.

Effective Date and Term

47. This Agreement will come into effect on the date of its execution.

48. This Agreement will remain in effect until the earliest of:

a. the date specified in a written agreement, signed by all of the Shareholders, terminating this Agreement; or

b. the bankruptcy, winding-up or dissolution of the Corporation.

Address for Notice

49. Service of all notices under this Agreement will be sufficient if delivered personally or mailed certified, return receipt requested, postage prepaid, to the following addresses:

- Mehmet Bora Kuzucan
  43 Shore Gardens Oakville, On L6L5Z2

- Stephen Marshall Gilbertson
  8100 West 96th Street, Bloomington, MN 55438

- US AIR COMPRESSOR (CANADA) INC.
  5311 John Lucas Drive Burlington, On L7L6A8

50. Any Shareholder may, on written notice to all other Shareholders and the Corporation, change the Shareholder's address for notice under this Agreement. If the Corporation's registered address changes, the Corporation may, on written notice to all Shareholders, change its address for notice under this Agreement.

Severability

51. If there is a conflict between any provision of this Agreement and its governing legislation (the "Legislation"), the Legislation will prevail and this Agreement will be amended in order to comply with the Legislation. Further, any provisions required by the Legislation are incorporated into this Agreement.

52. If there is a conflict between any provision of this Agreement and any form of Agreement prescribed by the Legislation, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.

53. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by the Parties subsequent to the expungement of the invalid provision.

General Provisions

54. This Agreement will not be amended or modified except by the written agreement of all the Shareholders. All Shareholders, without the consent of the Corporation, may modify, amend or rescind this Agreement.

55. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or representation with respect to the matters set forth in this Agreement, and there are no conditions, warranties, representations, agreements, express or implied, relating to such matters.

56. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

57. Headings are inserted for the convenience of the Parties and for the purpose of interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. Words in the neuter mean and include the masculine and feminine and vice versa.

58. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Parties.

59. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

60. Time is of the essence in this Agreement.

61. The Parties will do all acts and things and execute all documents that are reasonably necessary or advantageous to enforce this Agreement according to its tenor and intent and each Party will bear that Party's own expenses in connection with the same.

62. All dollar amounts in this Agreement refer to Canadian dollars, and all payments required to be paid under this Agreement will be paid in Canadian dollars unless the Parties agree otherwise.

63. No Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond that Party's control including, but not limited to acts of God or government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

IN WITNESS WHEREOF the Parties have executed this Agreement on this 26th day of January, 2023.

Mehmet Bora Kuzucan Shareholder

Stephen Marshall Gilbertson Shareholder

US AIR COMPRESSOR (CANADA) INC.
Corporation

Per:___________________________ (SEAL)

RESOLUTION OF THE SHAREHOLDERS

RESOLUTION IN WRITING of all voting shareholders (the "Shareholders") of US AIR COMPRESSOR (CANADA) INC. (the "Corporation") effective this 26th day of January, 2023.

BACKGROUND:

A. The Corporation is a corporation organized and operating in accordance with the laws of the Province of Ontario.

B. The Shareholders desire to make certain resolutions.

THE SHAREHOLDERS RESOLVED THAT:

1. Both parties agree that Mehmet Bora Kuzucan 50% and Stephen Marshall Gilbertson own 50 % of the shares.

DATED this 26th day of January, 2023.

____
Mehmet Bora Kuzucan

____
Stephen Marshall Gilbertson

Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON et al.	-and-	MEHMET BORA KUZUCAN et al.
Applicants		Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF STEPHEN GILBERTSON
(Affirmed July 20, 2026)

TYR LLP
488 Wellington St W
Suite 300-302
Toronto ON M5V 2E5

Jason Wadden (LSO# 46757M)
Email: jwadden@tyrllp.com
Tel: 416.627.9815

Kasia Donovan (LSO# 87212H)
Email: kdonovan@tyrllp.com
Tel: 416.805.6766

Lawyers for the Applicants

This is **Exhibit "D"** referred to in the Affidavit of Stephen Gilbertson affirmed this 28th day of August, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN
(LSO# 87212H)

Commissioner for Taking Affidavits (or as may be)

Court File No: CL-25-00753596-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

STEPHEN GILBERTSON and UNITED STATES AIR COMPRESSOR INCORPORATED

Applicants

and

MEHMET BORA KUZUCAN, ZORBEY DOGUKAN KUZUCAN, DENIS DINCER, US AIR COMPRESSOR (CANADA) INC. and US AIR COMPRESSORS INC.

Respondents

AFFIDAVIT OF BORA KUZUCAN

I, Mehmet Bora Kuzucan ("**Bora**"), of the City of Toronto, Ontario, MAKE OATH AND SAY:

1. I swear this affidavit to provide further evidence addressing further matters relevant to the July 6 motion. I also rely upon my affidavits sworn December 18, 2025, February 19, 2026, April 2, 2026, May 13, 2026, and June 22 submitted in this proceeding.

2. On 13 April 2026, Royal Bank of Canada ("**RBC**") terminated the loan facilities provided by RBC to USACC and made demands on USACC and me as guarantor of the obligations owed by USACC to RBC. RBC delivered notice under section 244 of the *BIA*. Copies of those documents are attached as **Exhibit 1**.

3. RBC made demand because of concerns with the viability of USACC based on the proceedings commenced by Steve in Ontario.

4. USACC did not have the money to pay RBC. As a result, I was required to honour my personal guarantee and pay RBC. I took an assignment of RBC's debt and security under the *Mercantile Law Amendment Act*. RBC also required that USACC provide $30,000.00 to RBC in escrow. USACC did not have the $30,000.00 and I was required to use my personal funds to provide the $30,000.00 to RBC. RBC also required that I personally release and indemnity RBC. A copy of the payout letter is attached as **Exhibit 2**.

5. To ensure that USACC was viable, I agreed to provide financial support to it. As a condition of me providing funds to USACC and providing go-forward financial support to USACC I required that USACC provide me with security. Documents showing RBC's assignment of security to me are attached as **Exhibit 3**.

6. Without the RBC facilities, USACC had no way of financing its operations or paying its employees. I managed to open new bank accounts and to secure a new VISA facility. However, like all businesses, USACC required an operating facility to operate. I could not provide such a facility to USACC. To permit USACC to operate, I negotiated a factoring agreement with CCP Advance Inc. ("**CANACAP**") on March 11, 2026 (the "**Factoring Agreement**"). A copy of the agreement with CANACAP is attached as **Exhibit 4**. USACC provided CANACAP with security to any amounts owed by USACC under the Factoring Agreement. I was required by CANACAP to provide a personal guarantee.

7. In addition to CANACAP, on February 25, 2026, I negotiated a factoring agreement with Merchant Growth. I was required by Merchant Growth to provide a personal guarantee. A copy of the agreement with Merchant Growth is attached as **Exhibit 5**.

8. On April 13, 2026, I negotiated a factoring agreement with Forward Funding. I was required by Forward Funding to provide a personal guarantee. A copy of the agreement with Forward Funding is attached as **Exhibit 6**.

9. On May 25, 2026, I negotiated a factoring agreement with BizFund. I was required by BizFund to provide a personal guarantee. A copy of the agreement with BizFund is attached as **Exhibit 7**.

10. All funds were used to pay operating costs.

11. On July 7, 2026, I am advised by my son DK that Steve’s counsel in the Minnesota Litigation requested that documents obtained in that litigation not be shared with me or my attorneys in these Canadian proceedings. A copy of this email is attached as **Exhibit 8**.

SWORN REMOTELY BY Mehmet Bora Kuzucan of the City of Montreal in the Province of Quebec before me at the City of Toronto, in the Province of Ontario, on July 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
J. Zhou
6899DA08A0C8484...

JENNY ZHOU
(LSO #87453F)
Commissioner for Taking Affidavits

Signed by:
Bora Kuzucan
E7E07BA7469445C...

MEHMET BORA KUZUCAN

THIS IS EXHIBIT “1” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:

6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

From:	Calvin Horsten <chorsten@airdberlis.com>
Sent:	April 13, 2026 4:08 PM
To:	Bora Kuzucan; Stanek, Chris
Subject:	Royal Bank of Canada loans to US Air Compressor (Canada) Inc. and Mehmet Bora Kuzucan
Attachments:	Demand Package - US Air Compressor (Canada) Inc.(68215724.1).pdf; Demand Letter - Mehmet Bora Kuzucan(68215710.1).pdf

Dear Mr. Kuzucan and Mr. Stanek:

As you know, we are the lawyers for Royal Bank of Canada ("**RBC**") in respect of the above-noted matter.

Please see the attached correspondence (including, without limitation, the notice of intention to enforce security hereby delivered to US Air Compressor (Canada) Inc. pursuant to section 244 of the *Bankruptcy and Insolvency Act*) which is directed to Mr. Kuzucan's immediate attention. I understand that Mr. Kuzucan is expecting to receive this correspondence based on a recent discussion with RBC.

Thank you,

Calvin Horsten
Associate | Lawyer

T 416.865.3077
F 416.863.1515
E chorsten@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com

AIRD BERLIS

Calvin Horsten
Direct: 416.865.3077
E-mail: chorsten@airdberlis.com

April 13, 2026

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL

US Air Compressor (Canada) Inc.
5311 John Lucas Drive
Burlington, ON L7L 6A8

Attention: Mehmet Bora Kuzucan, Director (bora@usaircompressor.com)

RE: Royal Bank of Canada loans to US Air Compressor (Canada) Inc.

As you know, we are the lawyers for Royal Bank of Canada ("**RBC**") in connection with its lending arrangements with US Air Compressor (Canada) Inc. (the "**Debtor**").

The Debtor is indebted to RBC with respect to certain credit facilities (the "**Credit Facilities**") made available by RBC to the Debtor pursuant to and under the terms of: (i) the credit agreement entered into between RBC and the Debtor dated September 19, 2024, as amended by the amending agreement dated June 18, 2025 (as same may have been further amended, restated or supplemented from time to time, the "**Primary Credit Agreement**"); (ii) the credit card agreement entered into between RBC and the Debtor dated June 25, 2024 (the "**Credit Card Agreement**"); and (iii) the conditional sales contract dated February 14, 2023 (the "**Conditional Sales Contract**" and, together with the Primary Credit Agreement and the Credit Card Agreement, the "**Credit Agreements**").

Certain of the Credit Facilities are repayable on demand. In addition, one or more Default or Event of Default (as defined in the applicable Credit Agreements) has occurred.

As of April 13, 2026, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available to the Debtor under the Credit Agreements:

Operating Facility	CAD $28,154.95
Auto Loan	CAD $22,270.61
CAD Credit Card Facility	CAD $83,382.32
USD Credit Card Facility	USD $13,758.52
	CAD $133,807.88 plus USD $13,758.52

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing from the Debtor to RBC, we hereby make formal demand for payment of **CAD $133,807.88 plus USD $13,758.52** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Credit Agreements (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*: (i) the general security agreement dated August 20, 2024 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings; and (ii) the Conditional Sales Contract in respect of the specific collateral described thereunder.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the exercise of RBC's contractual rights and/or remedies against the Debtor including, without limitation, private enforcement; (ii) the commencement of civil legal proceedings against the Debtor; and/or (iii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which cases RBC will also be seeking all costs incurred in so doing.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Calvin Horsten

Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(*Bankruptcy and Insolvency Act,* Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL

TO: **US Air Compressor (Canada) Inc.**
Attn: Mehmet Bora Kuzucan, Director (bora@usaircompressor.com)
5311 John Lucas Drive
Burlington, ON L7L 6A8

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of US Air Compressor (Canada) Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.

2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 20, 2024 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

3. As at April 13, 2026, the total amount of the indebtedness secured by the Security is the sum of **CAD $133,807.88 plus USD $13,758.52** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).

4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of April, 2026.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**

Per: ______________________
Calvin Horsten
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

AIRD BERLIS

Calvin Horsten
Direct: 416.865.3077
E-mail: chorsten@airdberlis.com

April 13, 2026

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL

Mehmet Bora Kuzucan (bora@usaircompressor.com)
5311 John Lucas Drive
Burlington, ON L7L 6A8

RE: Royal Bank of Canada loans to US Air Compressor (Canada) Inc. and Mehmet Bora Kuzucan

As you know, we are the lawyers for Royal Bank of Canada ("**RBC**") in connection with its lending arrangements with US Air Compressor (Canada) Inc. ("**USAC**") and Mehmet Bora Kuzucan ("**Bora**" and, together with USAC, the "**Debtors**").

The Debtors are jointly and severally indebted to RBC pursuant to and under the terms of the conditional sales contract dated February 14, 2023 (the "**Conditional Sales Contract**").

In addition, USAC is also indebted to RBC with respect to certain other credit facilities (together with the auto loan facility under the Conditional Sales Contract, the "**Credit Facilities**") made available by RBC to USAC pursuant to and under the terms of: (i) the credit agreement entered into between RBC and USAC dated September 19, 2024, as amended by the amending agreement dated June 18, 2025 (as same may have been further amended, restated or supplemented from time to time, the "**Primary Credit Agreement**"); and (ii) the credit card agreement entered into between RBC and USAC dated June 25, 2024 (the "**Credit Card Agreement**" and, together with the Conditional Sales Contract and the Primary Credit Agreement, the "**Credit Agreements**").

In addition to your joint and several liability under the Conditional Sales Contract, you, Bora, personally guaranteed the obligations of USAC to RBC, including, without limitation, those obligations under the Primary Credit Agreement and the Credit Card Agreement pursuant to the terms of the written guarantee and postponement of claim dated June 26, 2025, limited to the principal sum of $600,800 together with interest thereon from the date of demand for payment (the "**Personal Guarantee**").

Certain of the Credit Facilities are repayable on demand. In addition, one or more Default or Event of Default (as defined in the applicable Credit Agreements) has occurred.

As of April 13, 2026, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available to the Debtors under the Credit Agreements:

Operating Facility	CAD $28,154.95
Auto Loan	CAD $22,270.61
CAD Credit Card Facility	CAD $83,382.32
USD Credit Card Facility	USD $13,758.52
	CAD $133,807.88 plus USD $13,758.52

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing from you to RBC, we hereby make formal demand on you, Bora, for payment of **CAD $133,807.88 plus USD $13,758.52**, together with accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Credit Agreements, the Personal Guarantee and any other agreement, as applicable.

If payment of the Guaranteed Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the exercise of RBC's contractual rights and/or remedies against you, Bora, including, without limitation, private enforcement and/or the commencement of civil legal proceedings against you, in which cases RBC will also be seeking all costs incurred in so doing.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Calvin Horsten

THIS IS EXHIBIT “2” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:
J. Zhou
6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

AIRD BERLIS

Jeremy Nemers
Direct: 416.865.7724
E-mail: jnemers@airdberlis.com

May 28, 2026

BY EMAIL (patrick.shea@gowlingwlg.com)

Mehmet Bora Kuzucan
c/o Gowling WLG (Canada) LLP
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Attention: Patrick Shea

Dear Mr. Shea:

Re: Payment of certain outstanding indebtedness and liabilities owing to Royal Bank of Canada ("RBC") by US Air Compressor (Canada) Inc. (the "Debtor"), as guaranteed by Mehmet Bora Kuzucan (the "Guarantor" and, together with the Debtor, the "Credit Parties")

1. Reference is made to the following (collectively, the "**Credit Agreements**"):

   (a) the credit agreement between RBC and the Debtor dated September 19, 2024, as amended by an amending agreement dated June 18, 2025 (the "**Primary Credit Agreement**");

   (b) the credit card agreement between RBC and the Debtor dated June 25, 2024 (the "**Credit Card Agreement**"); and

   (c) the conditional sales contract dated February 14, 2023 (the "**Conditional Sales Contract**").

2. Pursuant to the Credit Agreements and the documentation executed in connection therewith: (i) RBC extended certain credit facilities and related services to the Debtor (the "**Credit Facilities**"); and (ii) the Guarantor granted a certain guarantee and postponement and assignment of claim to RBC, which are detailed at **Schedule A** hereto (collectively, the "**Guarantee and Postponement**").

3. RBC has been advised by the Guarantor's counsel that the Guarantor will be repaying the known outstanding indebtedness to RBC as of the date hereof under the Credit Agreements, including, without limitation, by providing RBC with the sum of $30,000 (the "**Cash Collateral**") to be held by RBC as cash collateral granted by the Guarantor to secure repayment of any Chargebacks (as defined below) and any other amounts, if any, owing by the Credit Parties to RBC following the date hereof, which Cash Collateral shall be held by RBC subject to the terms herein. The Guarantor hereby grants a security interest to RBC in the Cash Collateral to secure repayment of any Chargebacks, authorizes RBC to utilize the Cash Collateral to pay any Chargebacks and confirms, acknowledges and agrees that RBC's security interest in the Cash Collateral is perfected by way of possession (the "**Perfected Cash Collateral Security Interest**"), including, without limitation, in priority to any interest the Guarantor may have therein.

4. Based upon amounts known to RBC as of May 27, 2026, the total aggregate principal balance, interest, fees and expenses due to RBC under the Credit Agreements as of the date hereof (the "**Payout Date**") is the sum of the following amounts (collectively, the "**Payout Amount**"):

Operating Facility	$27,615.11
Vehicle Loan	20,996.82
Credit Cards	0.00
Cash Collateral	30,000.00
Aird & Berlis LLP fees and disbursements to May 26, 2026	18,109.23
Estimated legal fees and disbursements to closing	1,750.00
	$98,471.16

5. The Guarantor is hereby irrevocably directed to pay the Payout Amount to RBC on the Payout Date by way of wire transfer in trust to RBC's counsel, Aird & Berlis LLP, in accordance with the wire instructions attached hereto as **Schedule B**.

6. The Guarantor hereby indemnifies RBC for any and all fees (including, but not limited to, legal fees), bank account charges, credit card items, obligations under this letter, obligations that may become owing in respect of any letters of credit or any letters of guarantee, service charges, account overdrafts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to RBC with respect to the administration and closing of the Credit Facilities and the Debtor's accounts arising on or after the date hereof (all such fees, items, overdrafts, service charges and chargebacks being hereinafter referred to, collectively, as "**Chargebacks**") and promises to pay to RBC the amount of any Chargebacks incurred as soon as possible after RBC notifies the Guarantor of the same.

7. The Guarantor agrees that he shall pay all outstanding Chargebacks in full on demand after the Payout Date (and, for greater certainty, on or before the earlier of: (A) the date same come due in RBC's ordinary course of business; and (B) 30 calendar days after the Payout Date), and that the Cash Collateral shall be retained by RBC for:

    (a) any Chargebacks;

    (b) any Potential Prior Ranking Claims (as defined below); and

    (c) any other amounts, if any, owing by the Credit Parties to RBC following the Payout Date.

8. Upon receipt by RBC of (i) payment in full of the Payout Amount, and (ii) a copy of this letter executed by the Guarantor, then (and only then):

    (a) RBC acknowledges and agrees that payment in full of the Payout Amount constitutes payment and satisfaction in full of the amounts owing pursuant to the Credit Facilities, other than the Chargebacks;

    (b) RBC hereby releases, discharges and terminates the Guarantee and Postponement; and

    (c) RBC shall continue to hold a portion of the Payout Amount equal to the Cash Collateral after the Payout Date, and:

(i) to the extent that any amount of the Chargebacks is not paid when due, RBC shall be entitled to deduct such amounts (plus any related legal fees and disbursements) from the Cash Collateral to pay such amounts, without further notice to or instructions from any of the Credit Parties; and

(ii) if any amount of the Cash Collateral remains after the date that is 45 calendar days after the Payout Date, any such remainder of the Cash Collateral (if any) and the Perfected Cash Collateral Security Interest shall be released by RBC to the Guarantor, care of the Guarantor's legal counsel, Gowling WLG (Canada) LLP, at the Guarantor's cost.

9. The Guarantor, on its behalf and on behalf of its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges RBC and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (RBC and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**") of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the Guarantor or any of his successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which: (i) arises at any time on or prior to the date hereof; and (ii) is for or on account of, or in relation to, or in any way in connection with, the Credit Facilities, the Credit Agreements, the Guarantee and Postponement or any of the documents or transactions related thereto or executed in connection therewith.

10. Notwithstanding any other term or condition provided in this letter, any release and/or discharge granted by RBC is made on the basis that any and all claims that may rank in priority to the amounts owing to RBC by the Guarantor (the "**Potential Prior-Ranking Claims**") having been paid in full. To the extent that RBC suffers a loss or is required to pay any amounts in respect of any Potential Prior-Ranking Claims as a result of the failure of the Guarantor to meet any of his obligations, the Guarantor shall pay on demand to RBC the full amount of any loss or payment required to be made in respect of any Potential Prior-Ranking Claims, and any acknowledgment by RBC of repayment and satisfaction of amounts owing to it shall not operate as a release of the Guarantor to such extent.

11. This letter may be executed and delivered by the parties hereto in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this letter by facsimile or PDF transmission constitutes valid and effective delivery.

12. This letter shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein. The parties hereto submit to the courts of the Province of Ontario sitting in Toronto in any action or proceeding arising out of or relating to this letter, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts, and irrevocably waive, to the fullest extent possible, the defence of an inconvenient forum.

1. As the quantum of the Credit Facilities provided pursuant to the Credit Agreements can fluctuate on a daily basis, the Payout Amount is only valid until 4:00 p.m. (Toronto time) on the Payout Date. If RBC has not received the Payout Amount by such time, RBC will be required to recalculate the Payout Amount for the next business day. Accordingly, if RBC does not receive the Payout Amount on or before 4:00 p.m. (Toronto time) on the Payout Date, paragraph 8 of this letter shall be null and void and of no further force and effect.

2. By executing and delivering this letter, the Guarantor acknowledges and declares that:

   (a) he has had an adequate opportunity to read and consider this letter and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice;

   (b) he fully understands the nature and effect of this letter; and

   (c) this letter has been duly executed voluntarily.

We trust the foregoing is satisfactory.

Yours truly,

AIRD & BERLIS LLP FOR AND ON BEHALF OF ROYAL BANK OF CANADA

By:

Name: Jeremy Nemers

[Acknowledgment Page Follows]

ACKNOWLEDGED AND AGREED by the Guarantor as of the date first written above.

Witness Name: DENIZ DINCER	))))))	**MEHMET BORA KUZUCAN**

SCHEDULE A
GUARANTEE AND POSTPONEMENT

1. Guarantee and Postponement of Claim from the Assignee dated June 26, 2025 in the limited principal amount of $600,800.

2. Postponement and Assignment of Claim from the Assignee dated June 30, 2025.

SCHEDULE B
WIRE INSTRUCTIONS

CANADIAN DOLLAR PAYMENT / CANADIAN DOLLAR TRUST ACCOUNT

Account Name:	Aird & Berlis LLP 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9
Account No.:	5221548
Bank:	TD Canada Trust 55 King Street West Toronto, Ontario M5K 1A2
Bank No.:	004
Transit No:	10202
Swift Code:	TDOMCATTTOR
RE:	**M# 336736 Attention: Jeremy Nemers and Calvin Horsten** *(NOTE: This information must be included)*

US DOLLAR PAYMENT / US DOLLAR TRUST ACCOUNT

Account Name:	Aird & Berlis LLP 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9
Account No.:	7371757
Bank:	TD Canada Trust 55 King Street West Toronto, Ontario M5K 1A2
Bank No.:	004
Transit No:	10202
Swift Code:	TDOMCATTTOR
Correspondent Bank:	Bank of America 31 Broad Street New York, NY
ABA No.:	026009593
Swift Code:	BOFAUS3NXXX
RE:	**M# 336736 Attention: Jeremy Nemers and Calvin Horsten** *(NOTE: This information must be included)*

THIS IS EXHIBIT “3” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:
6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

ONTARIO PPSA Amendment Registration
2C - D - Assignment by Secured Party
CONFIRMATION

PPSA Ref File No.: 508333635 Expiry Date: N/A

Registration Number: 20260609 1322 1590 3864

CONFIRMATION DEBTOR NAME (BUSINESS)

US AIR COMPRESSOR (CANADA) INC.

SECURED PARTIES

ASSIGNORS

	NAME
1	ROYAL BANK OF CANADA

ASSIGNEES

	NAME	ADDRESS
1	MEHMET BORA KUZUCAN	UNIT 5 , 5311 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8

REGISTERING AGENT

NAME	ADDRESS
GOWLING WLG (CANADA) LLP (I. LI)	1600-1 FIRST CANADIAN PLACE 100 KING STR TORONTO ON M5X 1G5

ONTARIO PPSA Amendment Registration
2C - D - Assignment by Secured Party
CONFIRMATION

PPSA Ref File No.: 790796475 Expiry Date: N/A

Registration Number: 20260609 1323 1590 3865

CONFIRMATION DEBTOR NAME (BUSINESS)

US AIR COMPRESSOR CANADA INC

SECURED PARTIES

ASSIGNORS

	NAME
1	ROYAL BANK OF CANADA

ASSIGNEES

	NAME	ADDRESS
1	MEHMET BORA KUZUCAN	UNIT 5 , 5311 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8

REGISTERING AGENT

NAME	ADDRESS
GOWLING WLG (CANADA) LLP (I. LI)	1600-1 FIRST CANADIAN PLACE 100 KING STR TORONTO ON M5X 1G5

Dye & Durham

ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 527752647

Expiry Date: 2031-06-09

Registration Number: 20260609 1322 1590 3863

REGISTRATION TYPE: Personal Property Security Act

CAUTION FILING: N

TERM OF REGISTRATION (YEARS): 5

MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	US AIR COMPRESSOR (CANADA) INC.	UNIT 5 , 5311 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	MEHMET BORA KUZUCAN	UNIT 5 , 5311 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8

COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods __ Inventory x Equipment x Accounts x Other x Motor Veh Incl x		

REGISTERING AGENT

NAME	ADDRESS
GOWLING WLG (CANADA) LLP (I. LI)	1600-1 FIRST CANADIAN PLACE 100 KING STR TORONTO ON M5X 1G5

THIS IS EXHIBIT “4” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:

6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

CanaCap

Purchase and Sales of Future Receivables

THIS AGREEMENT is entered into by and between CCP ADVANCE INC dba "CANACAP" (the "**Purchaser**") and **MERCHANT** (the "**Merchant**") and the **PRINCIPAL** (the "**Principal**" and, jointly and severally, together with the Merchant, the "**Seller**"),

Business Legal Name US AIR COMPRESSOR (CANADA) INC.			
Trading As (DBA) US AIR COMPRESSOR (CANADA) INC.			
Physical Business Address 5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada			
Mailing Business Address 5311 John Lucas Drive, Burlington, ON, L7L 6A8, Canada			
Business Phone +1 905 238 0225	*Business Email* N/A	*Date of Ownership* 1/26/2023	*Type of Entity* Corporation

1st Owner Full Name Mehmet Kuzucan			
Home Address 1612 1001 Bay Street			
Birthdate (MM/DD/YYYY) 1/20/1967	*S.I.N* 149380479	*Driver's License* N/A	*Ownership %* 100 %
Email bora@usaircompressor.com		*Home Phone* N/A	*Mobile* 416-990-0773
Merchant #1	Bora kuzucan	*Owner/Guarantor #1*	Bora kuzucan

2nd Owner Full Name N/A			
Home Address N/A			
Birthdate (MM/DD/YYYY) //	*S.I.N* N/A	*Driver's License* N/A	*Ownership %* N/A
Email N/A		*Home Phone* N/A	*Mobile* N/A
Merchant #2		*Owner/Guarantor #2*	

Purchase Price	*Minimum Payment*	*Amount Sold*	*Specified Percentage*
$110,000	$4,384	$149,050	4.92 %

Merchant hereby sells, assigns and transfers to CCP ADVANCE INC DBA CANACAP (CCP) (making CCP the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other obligations arising from or relating to the payment of monies from Merchant's customers' and/or other third party payors (the "Total Gross Receipts," hereinafter "Receipts," defined as all payments made by cash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business without subtracting any costs or expenses), for the payment of Merchant's sale of goods or services until the amount specified below (the "Purchased Amount") has been remitted from the Merchant to CCP. The Purchased Amount shall be paid to CCP by Merchant's irrevocably authorizing only one depositing account acceptable to CCP (the "Account") to remit the percentage of daily receipts specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each transaction, until such time as CCP receives payment in full of the Purchased Amount. Merchant hereby authorizes CCP to EFT Debit the specified remittances from the Merchant's bank account on a daily basis and will provide CCP with all required access codes to view the account, and monthly bank statements. Merchant understands that it is responsible for ensuring that the Specified percentage to be debited by CCP remains in the account and will be held responsible for any fees incurred by CCP resulting from a rejected EFT attempt or an event of default. (See Appendix A). CCP is not responsible for any overdrafts or rejected transactions that may result from CCP's EFT debiting the specified amounts under the terms of this agreement. CCP will either (i) debit the Specified Percentage on a daily basis, or (ii) if a Specific daily Amount is specified hereunder, then CCP shall debit the Specific daily Amount on a business day, and upon Merchant's request, and receipt of the Merchant's monthly bank statements, CCP shall, on or about the fifteenth day of each month, reconcile the Merchant's account by either crediting or debiting the difference between the amount debited and the Specified Percentage, from or back to the Merchant's bank account so that the amount debited each month equals the Specified Percentage. CCP may, upon Merchant's request, adjust the amount of any payment due under this Agreement at CCP's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between CCP and Merchant, upon violation of any provision contained in Section 1.11 of the MERCHANT AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement are annexed hereto in Appendix A.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGE 2, THE "MERCHANT SECURITY AGREEMENT" AND "ADMINISTRATIVE FORM HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

CANACAP	*Sales Associate Name*
SHIYU WANG	Shiyu Wang

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to repay this obligation and that the information provided herein and in all of CCP documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and CCP and CCP shall be entitled to all remedies available under law. CCP may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant via Processor and/or Operator to CCP. An investigative or consumer report may be made in connection with the Agreement. Merchant and each of the above-signed Owners authorizes CCP, its agents and representatives and any credit reporting agency engaged by CCP, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as Merchant and/or Owners(s) continue to have any obligation owed to CCP as a consequence of this Agreement or for CCP's ability to determine Merchant's eligibility to enter into any future agreement with Company.

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

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MERCHANT AGREEMENT TERMS & CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Deposit Agreement. Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to CCP, and appoint a Bank acceptable to CCP, to obtain electronic fund transfer services and/or EFT payments. Merchant shall provide CCP and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize CCP and/or it's agent to deduct the amounts owed to CCP for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions, or other payment processing transactions, and to pay such amounts to CCP by permitting CCP to withdraw the specified percentages by EFT debiting of the account. The authorization shall be irrevocable absent CCP's written consent.
1.2 Term of Agreement. This Agreement shall have a term of one year. Upon the expiration of the term, this Agreement shall automatically renew for successive one-year terms, provided, however, that during the renewal term(s) Merchant may terminate this Agreement upon ninety days' prior written notice (effective upon receipt) to CCP, however, said termination of this Agreement shall not affect Merchant's responsibility to satisfy all outstanding obligations to CCP at the time of termination. Notwithstanding the foregoing, should Merchant elect to terminate this agreement in accordance with this paragraph "1.2" herein, but Merchant shall fail to fully satisfy its obligation to CCP then Merchant's termination shall have no effect, and this Agreement shall remain in full force and effect.
1.3 Future Purchases. CCP reserves the right to rescind the offer to make any purchase payments hereunder, in its sole discretion.
1.4 Financial Condition. Merchant and Guarantor(s) authorize CCP and its agents to investigate their financial responsibility and history, and will provide to CCP any bank or financial statements, tax returns, etc., as CCP deems necessary prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of financial information. CCP is authorized to update such information and financial profiles from time to time as it deems appropriate.
1.5 Transactional History. Merchant authorizes their bank to provide CCP with Merchant's banking and/or credit-card processing history to determine qualification or continuation in this program.
1.6 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by CCP for monies owed to CCP from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by CCP.
1.7 No Liability. In no event will CCP be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and Guarantor(s).
1.8 Reliance on Terms. Section 1.1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, CCP and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raise them as a defense in any action.
1.9 Sale of Receipts. Merchant and CCP agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from CCP to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement equals the fair market value of such Receipts. CCP has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to CCP in respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services and the payment therefore by Merchant's customers in the manner provided in Section 1.1. In no event shall the aggregate of all amounts be deemed as interest hereunder and charged or collected hereunder exceed the highest rate permissible at law. In the event that a court determines that CCP has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and CCP shall promptly refund to Merchant any interest received by CCP in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that CCP not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law.
1.10 Power of Attorney. Merchant irrevocably appoints CCP as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to CCP from Processor, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to CCP; and (v) to file any claims or take any action or institute any proceeding which CCP may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.
1.11 Protections Against Default. The following Protections 1 through 7 may be invoked by CCP, immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the CCP electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to CCP; (c) Merchant changes the electronic check processor or other payment processor through which the Receipts are settled from Processor to another electronic check processor or other payment processor, or permits any event to occur that could cause diversion of any of Merchant's check transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise conveys its business or assets without (i) the express prior written consent of CCP, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to CCP; or (e) Merchant takes any action, fails to take any action, or offers any incentive— economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to CCP at law, in equity or otherwise pursuant to this Agreement.
Protection 1. The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately. **Protection 2.** CCP may enforce the provisions of the Personal Guarantee of Performance against the Guarantor. **Protection 3.** Merchant shall, upon execution of this Agreement, deliver to CCP an executed confession of judgment in favor of CCP in the amount of the Purchase Amount stated in the Agreement. Upon breach of any provision in this paragraph 1.11, CCP may enter that confession of judgment as a judgment with the Clerk of the Court and execute thereon. **Protection 4.** CCP may enforce its security interest in the Collateral identified in the security agreement herein. **Protection 5.** The entire Purchase Amount shall become immediately refundable to CCP from Merchant. **Protection 6.** CCP may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which CCP shall recover judgment against Merchant, Merchant shall be liable for all of CCP's costs of lawsuit, including but not limited to all reasonable attorneys' fees and court costs. **Protection 7.** Merchant shall, upon execution of this Agreement, deliver to CCP an executed assignment of lease of Merchant's premises in favor of CCP. Upon breach of any provision in this paragraph 1.12, CCP may exercise its rights under such assignment of lease. **Protection 8.** CCP may debit Merchant's depository accounts wherever situated by means of EFT debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise, in an amount consistent with the Specified Percentage of Specific Daily Amount. **Protection 9.** CCP shall have the right, without waiving any of its rights and remedies and without notice to Merchant and/or Guarantor(s), to notify Merchant's credit card processor of the sale of Receipts hereunder and to direct such credit card processor to make payment to CCP of all or any portion of the amounts received by such credit card processor on behalf of Merchant, Merchant hereby grants to CCP an irrevocable power-of-attorney, which power-of-attorney shall be coupled with an interest, and hereby appoints CCP or any of CCP's representatives as Merchants attorney-in-fact, to take any and all action necessary to direct such new or additional credit card processor to make payment to CCP as contemplated by this Section.
1.12 Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, authorizes CCP to disclose information concerning Merchant's and each Owner's credit standing (including credit bureau reports that CCP obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against CCP or any of its affiliates relating to any (i) investigation undertaken by or on behalf of CCP as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.
1.13 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by CCP, including this Agreement and any other CCP documentations (collectively, "Confidential Information") are proprietary and confidential information of CCP. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of CCP to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 1.13.
1.14 Publicity. Merchant and each Owner only authorizes CCP to use its, his or her name in a listing of clients and in advertising and marketing materials with their express written consent.
1.15 D/B/A's. Merchant hereby acknowledges and agrees that CCP may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between CCP and Merchant, including the filing of PPSA financing statements and other notices or filings.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant represents, warrants and covenants that as of this date and during the term of this Agreement:
2.1 Financial Condition and Financial Information. Its bank and financial statements, copies of which have been furnished to CCP, and future statements which will be furnished hereafter at the discretion of CCP, fairly represent the financial condition of Merchant at such dates, and since those dates there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise CCP of any material adverse change in its financial condition, operation or ownership. CCP may request statements at any time during the performance of this Agreement and the Merchant shall provide them to CCP within 5 business days. Merchant's failure to do so is a material breach of this Agreement.

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2.2 Governmental Approvals. Merchant is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.
2.3 Authorization. Merchant, and the person(s) signing this Agreement on behalf of Merchant, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.
2.4 Insurance. Merchant will maintain business-interruption insurance naming CCP as loss payee and additional insured in amounts and against risks as are satisfactory to CCP and shall provide CCP proof of such insurance upon request.
2.5 Electronic Check & Payment Processing Agreement. Merchant will not change its processor, add terminals, change its financial institution or bank account(s) or take any other action that could have any adverse effect upon Merchant's obligations under this Agreement, without CCP's prior written consent. Any such change shall be a material breach of this Agreement.
2.6 Change of Name or Location. Merchant will not conduct Merchant's businesses under any name other than as disclosed to the Processor and CCP or change any of its places of business.
2.7 Daily Batch Out. Merchant will batch out receipts with the Processor on a daily basis.
2.8 Estoppel Certificate. Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from CCP to Merchant, execute, acknowledge and deliver to CCP and/or to any other person, person firm or corporation specified by CCP, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating the dates which the Purchased Amount or any portion thereof has been repaid.
2.9 No Bankruptcy. As of the date of this Agreement, Merchant does not contemplate and has not filed any petition for bankruptcy protection under the BIA and CCAA of the Canada Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptcy protection or is placed under an involuntary filing Protections 2 and 3 are immediately invoked.
2.10 Working Capital Funding. Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves the Receipts, whether in the form of a purchase of, a loan against, collateral against or the sale or purchase of credits against, Receipts or future check sales with any party other than CCP.
2.11 Unencumbered Receipts. Merchant has good, complete and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of CCP.
2.12 Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.
2.13 Default Under Other Contracts. Merchant's execution of and/ or performance under this Agreement will not cause or create an event of default by Merchant under any contract with another person or entity.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made; (c) Merchant shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts;(d) the sending of notice of termination by Guarantor; (e) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (f) Merchant shall transfer or sell all or substantially all of its assets; (h) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (i) Merchant shall use multiple depository accounts without the prior written consent of CCP; (j) Merchant shall change its depositing account without the prior written consent of CCP; (k) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; or (l) Merchant shall default under any of the terms, covenants and conditions of any other agreement with CCP.
3.2 Remedies. In case any Event of Default occurs and is not waived pursuant to Section 4.4.1 hereof, CCP may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Personal Guarantee) or any other legal or equitable right or remedy. All rights, powers and remedies of CCP in connection with this Agreement may be exercised at any time by CCP after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.
3.3 Costs. Merchant shall pay to CCP all reasonable costs associated with (a) a breach by Merchant of the Covenants in this Agreement and the enforcement thereof, and (b) the enforcement of CCP's remedies set forth in Section 4.2 above, including but not limited to court costs and attorneys' fees.
3.4 Required Notifications. Merchant is required to give CCP written notice within 24 hours of any filing under the BIA and CCAA of the Canada Code. Merchant is required to give CCP seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.
3.5 Fees. The undersigned shall pay to the Purchaser on demand (in addition to all debts and liabilities of the Merchant hereby guaranteed) all costs, charges and expenses (including, without limitation, legal and professional costs on a full indemnity basis) incurred by the Purchaser to enforce remittance of the unpaid revenue receipts and accrued transaction fees, together with default interest on the balance of unremitted revenue receipts and accrued transaction fees calculated from the date of payment by the Purchaser of each of such costs, charges and expenses until payment by the undersigned hereunder in the amount of 2.5% per month (the equivalent rate of 34.489% per annum).
3.6 Governing Law. Governing Law/Jurisdiction/Scope of Litigation. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto irrevocable attorn to the jurisdiction of the courts of the Province of Ontario. Notwithstanding any other applicable laws or rules, the parties hereby irrevocably agree that any action commence din respect of this Agreement will be commenced and heard in the City of Toronto, Ontario. The Merchant and the Principal each waive the right to participate in any class action or class-wide arbitration or to join or consolidate any such claims or disputes in respect of this Agreement with any third party.

IV. MISCELLANEOUS

4.1 Modifications. Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by CCP.
4.2 Assignment. CCP may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.
4.3 Notices. All notices, requests, consent, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement and shall become effective only upon receipt.
4.4 Waiver Remedies. No failure on the part of CCP to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
4.5 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, CCP and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of CCP which consent may be withheld in CCP's sole discretion. CCP reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the Province of Governing Jurisdiction, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if CCP so elects, be instituted in any court sitting in Canada, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by CCP to transfer such proceeding to an Acceptable Forum.
4.6 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.
4.7 Severability. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.
4.8 Entire Agreement. Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and Security Agreement hereto embody the entire agreement between Merchant and CCP and supersede all prior agreements and understandings relating to the subject matter hereof.
4.9 JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
4.10 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
4.11 Facsimile Acceptance. Facsimile signatures shall be deemed acceptable for all purposes.

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SECURITY AGREEMENT & GUARANTY

Merchant's Legal Name	D.B.A	BIN
Mehmet Kuzucan	US AIR COMPRESSOR (CANADA) INC.	705509883
Business Address		
5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada		

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to CCP under the Merchant Agreement (the "Factoring Agreement"), Merchant hereby grants to CCP a security interest in (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined in the Personal Property Security Act (the "PPSA"), now or hereafter owned or acquired by Merchant; and (b) all proceeds, as that term is defined in the PPSA (a and b collectively, the "Collateral").
Cross-Collateral. To secure Guarantor's payment and performance obligations to CCP under this Security Agreement and Guaranty (the "Agreement"), Guarantor hereby grants CCP a security interest in US AIR COMPRESSOR (CANADA) INC. (the "Additional Collateral").
Guarantor understands that CCP will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement. Merchant and Guarantor each acknowledge and agree that any security interest granted to CCP under any other agreement between Merchant or Guarantor and CCP (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement. Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as CCP deems necessary to perfect or maintain CCP's first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes CCP to file any financing statements deemed necessary by CCP to perfect or maintain CCP's security interest, which financing statement may contain notification that Merchant and Guarantor have granted a negative pledge to CCP with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lienor may be tortuously interfering with CCP's rights. Merchant and Guarantor shall be liable for and CCP may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by CCP in protecting, preserving and enforcing CCP's security interest and rights. Merchant further acknowledges that CCP may use another legal name and/or D/B/A when designating the Secured Party, when the CCP files the above-referenced financing statement(s).
Negative Pledge. Merchant and Guarantor each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral or the Cross-Collateral, as applicable.
Consent to Enter Premises and Assign Lease. CCP shall have the right to cure Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or for summary eviction, CCP may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that CCP may enter into an agreement with Merchant's landlord giving CCP the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and (b) to assign Merchant's lease to another qualified Merchant capable of operating a business comparable to Merchant's at such premises.
Remedies. Upon any Event of Default, CCP may pursue any remedy available at law (including those available under the provisions of the PPSA), or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to CCP Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Merchant Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in this Agreement and the Merchant Agreement, and (ii) at the time Merchant admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Merchant seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
Guarantor Waivers. In the event that Merchant fails to make a payment or perform any obligation when due under the Merchant Agreement, CCP may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral, Additional Collateral or Cross-Collateral CCP may hold pursuant to this Agreement or any other guaranty. CCP does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay any amount owed under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) CCP's acceptance of this Agreement ; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to CCP. In addition, CCP may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement : (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to CCP; (ii) release Merchant from its obligations to CCP; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Merchant Amount plus any accrued but unpaid interest and Merchant's other obligations to CCP under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that CCP must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the BIA and CCAA of the Canada Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.
Guarantor Acknowledgment. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.
Joint and Several Liability. The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

Merchant #1 Mehmet Kuzucan SIN 149380479	Driver's License N/A	Signature Bora Kuzucan
Merchant #2 N/A SIN N/A	Driver's License N/A	Signature
Owner/Guarantor #1 Mehmet Kuzucan SIN 149380479	Driver's License N/A	Signature Bora Kuzucan
Owner/Guarantor #2 N/A SIN N/A	Driver's License N/A	Signature

B.K
Initials

CanaCap

PERSONAL GUARANTEE

TO: CCP ADVANCE INC DBA CANACAP (CCP) (the "**Purchaser**")

FOR GOOD AND VALUABLE CONSIDERATION (receipt of which is hereby acknowledged), the undersigned hereby guarantees payment on demand to the Purchaser of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by US AIR COMPRESSOR (CANADA) INC. a(n) N/A entity (the "Merchant") to the Purchaser, or remaining unpaid by the Merchant to the Purchaser, heretofore or hereafter incurred or arising, including all sums owing to the Purchaser under that certain Weekly Amount Agreement for the Sale of Future Receivables between the Purchaser and the Merchant dated 11/03/2026 (collectively, the "Obligations").

The undersigned further covenants and agrees with the Purchaser as follows:

1) This shall be a continuing guarantee and shall cover all the Obligations, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Purchaser, but the Purchaser shall not be obliged to take any action to exhaust its recourse against the Merchant, or under any other guarantee or security agreement, or against any other person, firm or corporation, before requiring or being entitled to payment from the undersigned of the Obligations. The undersigned is jointly and severally (solidarity, in Quebec) liable with the Merchant and any other person who is or becomes responsible with or for the Merchant towards the Purchaser. If this guarantee is signed by more than one person, then each of them is jointly and severally (solidarity, in Quebec) with the other.

2) No change in the name, objects, share capital, business, directors' powers, organization or management of the Merchant shall in any way affect the obligations of the undersigned, it being understood that this guarantee is to remain in effect, notwithstanding any change or changes in the name of the Merchant, and notwithstanding any reorganization of the Merchant, or its amalgamation with another or others, or the sale or disposal of its business in whole or in part to another or others.

3) The undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until the Purchaser has served written demand upon the undersigned to pay or otherwise observe or perform the undersigned's obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

4) In case of default the Purchaser may maintain an action upon this guarantee against the undersigned whether or not the Merchant is joined therein or separate action is brought against the Merchant or judgment obtained against it. The Purchaser's rights are cumulative and shall not be exhausted by the exercise of any of its rights hereunder or otherwise against the undersigned or by any number of successive actions until and unless all of the Obligations have been paid and the undersigned's obligations hereunder have been fully performed.

5) The undersigned shall pay to the Purchaser on demand (in addition to all debts and liabilities of the Merchant hereby guaranteed) all costs, charges and expenses (including, without limitation, legal and professional costs on a full indemnity basis) incurred by the Purchaser for the enforcement of this guarantee, together with interest calculated from the date of payment by the Purchaser of each of such costs, charges and expenses until payment by the undersigned hereunder in the amount of 2.5% per month (the equivalent rate of 34.489% per annum).

6) Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

7) Any notice or demand which the Purchaser may wish to give may be served on the undersigned either by personal service on the undersigned, or by service on the undersigned's legal personal representative, or by mailing the same by registered mail in an envelope addressed to the person to be served at the address of such person last known to the Purchaser, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed.

8) Governing Law/Jurisdiction/Scope of Litigation. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto irrevocable attorn to the jurisdiction of the courts of the Province of Ontario. Notwithstanding any other applicable laws or rules, the parties hereby irrevocably agree that any action commencedin respect of this Agreement will be commenced and heard in the City of Toronto, Ontario. The Merchant and the Principal each waive the right to participate in any class action or class-wide arbitration or to join or consolidate any such claims or disputes in respect of this Agreement with any third party.

9) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

10) This guarantee and agreement on the part of the undersigned shall extend to and ensure to the Purchaser's benefit and the benefit of the Purchaser's successors and assigns and shall be binding on the undersigned and on his executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 11/03/2026.

Guarantor #1	Signature
Mehmet Kuzucan Phone N/A	Bora kuzucan
Guarantor #2 N/A Phone N/A	Signature

B.k

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UNDERWRITING & EFT PROGRAM FEE

A. UNDERWRITING FEE - $1,530

CONTRACT RELATED PROCESSING FEE

B. NSF FEE (STANDARD) ***- $35.00 EACH***

UP TO FOUR TIMES ONLY BEFORE A DEFAULT IS DECLARED

C. REJECTED EFT ***- $100***

WHEN THE MERCHANT DIRECTS THE BANK TO REJECT OUR EFT.

D. BANK CHANGE FEE ***- $50.00***

WHEN THE MERCHANT REQUIRES CHANGE OF ACCOUNT TO BE DEBITED REQUIRING CANACAP TO RECONFIGURE EFT COLLECTIONS.

E. BLOCKED ACCOUNT ***- $2,500.00***

WHEN THE MERCHANT BLOCKS ACCOUNT FROM OUR DEBIT EFT WHICH PLACES THEM IN DEFAULT (PER CONTRACT)

F. DEFAULT FEE ***- $2,500.00***

WHEN THE MERCHANT CHANGES BANK ACCOUNTS CUTTING US OFF FROM COLLECTIONS

G. EFT FEE ***- $15.00***

H. WIRE TRANSFER FEE ***- $35.00***

I. PPSA RELEASE ***- $150.00***

MISCELLANEOUS SERVICE FEES. MERCHANT SHALL PAY CERTAIN FEES FOR SERVICES RELATED TO THE ORIGINATION AND MAINTENANCE OF ACCOUNTS WHICH MAY INCLUDE BUT NOT BE LIMITED TO:

MERCHANTS FUNDING IS DONE ELECTRONICALLY TO THEIR DESIGNATED BANK ACCOUNT AND CHARGED A FEE OF **$35.00** FOR A FED WIRE OR $**15.00** FOR AN EFT. THE FEE FOR UNDERWRITING AND ORIGINATION IS PAID FROM THE FUNDED AMOUNT IN ACCORDANCE WITH THE SCHEDULE ON THIS PAGE. IF MERCHANT IS UTILIZING A BRIDGE / CONTROL ACCOUNT, THERE IS AN UPFRONT FEE OF **$395.00** FOR THE BANK FEES AND ADMINISTRATIVE COSTS OF MAINTAINING SUCH ACCOUNT FOR EACH CASH ADVANCE AGREEMENT WITH MERCHANT. FUND TRANSFERS FROM BRIDGE / CONTROL ACCOUNTS TO MERCHANT'S OPERATING BANK ACCOUNT WILL BE CHARGED **$10.95** PER MONTH VIA EFT. THIS FEE WILL CONTINUE IF THE BRIDGE ACCOUNT REMAINS OPEN AFTER THE RTR IS PAID. MERCHANT WILL BE CHARGED **$50.00** FOR EACH CHANGE OF ITS OPERATING BANK ACCOUNT ONCE ACTIVE WITH CCP. ANY ADMINISTRATIVE ADJUSTMENTS ASSOCIATED WITH CHANGES TO THE SPECIFIED PERCENTAGE WILL INCUR A FEE OF **$75.00** PER OCCURRENCE. (ALL FEES ARE SUBJECT TO CHANGE)

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Pre-Authorized Debit Form

I/we, on behalf of the Company (as defined below), authorize Canacap (hereinafter referred to as "CCP"), and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions as per our Future Receivables Purchase Contract and all related charges with Canacap.
This is a variable charge that will be debited daily in correlation to the agreed upon % of total monthly deposit average at our Company, as outlined in the Future Receivables Purchase Contact. We waived the right to receive pre-notifications of the amount of the PAD and agreed that Canacap does not require to give us advance notice of the number of PADs before the debit is processed.

The authority is to remain in effect until Canacap has fully recovered the amounts owing under the Future Receivables Purchase Contact, or until it has received written notification from me/us of its change or termination. This notification will be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting www.payments.ca

Canacap may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

I, (We) US AIR COMPRESSOR (CANADA) INC. Hereby Authorize, CANACAP (Hereinafter known as "CCP") to Electronically (EFT debit the Bank Account Below, of which I am a signer:

Banking Name		*Account No.*	*Branch & Transit No.*
ROYAL BANK OF CANADA		007521003672	N/A
Main Business Address			
5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada			
Type of Pre-Authorized Debit	*Amount*	*Payment %*	*Payment Frequency*
Business	$110,000	4.92 %	Weekly

This authorization is to remain in full force and effect until CCP has received written notification from me at least 5 banking days prior of its termination to afford CCP a reasonable opportunity to act on it.

Signer (Print name / Title)	*Signature*
Mehmet Kuzucan	
Date	Bora kuzucan
11/03/2026	

Tel: 1-888-944-6674 | Fax: 1-877-433-7796
support@canacap.ca | www.canacap.ca

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ADDENDUM #1 TO THE PURCHASE AND SALE OF FUTURE RECEIVABLES AGREEMENT

This is an addendum to that Purchase and Sale of Future Receivables Agreement dated 11/03/2026 by and between CCP ADVANCE INC dba CANACAP, hereinafter referred to as “Purchaser,” and US AIR COMPRESSOR (CANADA) INC. d/b/a US AIR COMPRESSOR (CANADA) INC. (The “Business”) and (Owners), collectively hereinafter referred to as “Seller” (Purchase Agreement).

Provided that Seller is not in default of any obligation to the Purchaser, and subject to the conditions set forth below, in exchange for the early delivery to Purchaser of the receivables purchased, Purchaser shall revise the Receipts Purchased Amount set forth in the Agreement as follows:

1. Seller and Purchaser agree to discount the amount of the purchased price according to the following schedule.

Early Repurchase Date	*Discount RTR Amount*
1-30 calendar days immediately following disbursement of funds	$143,192.5
31-60 calendar days immediately following disbursement of funds	$145,145
61+ calendar days immediately following disbursement of funds	$149,050

2. Any payment made pursuant to this Addendum must clear by 11:59 pm of the last date of the Early Delivery Window. If the payment is received from a third party, the full Receipts Purchased Amount set forth in the Agreement will remain due and owing.

3. Except as otherwise specifically provided herein, this Addendum shall not be deemed or construed to modify, amend or affect any of the terms and provisions of the Transaction Documents, which shall continue to apply to the Seller and Guarantor(s).

4. Capitalized terms used in this Addendum that are not defined shall have the meaning ascribed to them in the Transaction Documents.

Execution of this Addendum is made as of

Purchaser #1 ***Shiyu Wang - COO***	*Signature* SHIYU WANG
Seller #1 Mehmet Kuzucan	*Signature* Bora Kuzucan
Seller #2 N/A	*Signature*

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
ACFCE-B4YR7-VVNK5-MMDJH

DOCUMENT COMPLETED BY ALL PARTIES ON
19 MAR 2026 16:49:30 UTC

SIGNER	TIMESTAMP	SIGNATURE
EMAIL BORA@USAIRCOMPRESSOR.COM SHARED VIA LINK	SENT 11 MAR 2026 14:14:05 VIEWED 19 MAR 2026 16:48:16 SIGNED 19 MAR 2026 16:49:30	Bora kuzucan IP ADDRESS 72.143.213.177 LOCATION MONTREAL, CANADA

THIS IS EXHIBIT “5” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:
J. Zhou
6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

MERCHANT GROWTH

200 – 171 Water St.
Vancouver, BC V6B 1A7
Tel: 1-866-240-3694
Fax: 604-681-0916
www.merchantgrowth.com

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

FIXED SOLUTION

This agreement for the purchase and sale of future receivables (this "**Agreement**") is hereby entered into by and between MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP by its general partner Merchant Opportunities Canada Ltd., with a business address at 200 – 171 Water St., Vancouver, British Columbia, V6B 1A7 (the "**Purchaser**") and **US AIR COMPRESSOR (CANADA) INC. O/A US AIR COMPRESSOR, a(n) Federal Corporation** (the "**Merchant**"), as defined below, on **February 25, 2026**.

NOTE: THIS AGREEMENT ALLOWS THE PURCHASER TO DEDUCT A SET DAILY OR WEEKLY AMOUNT FROM THE DEPOSIT ACCOUNT OF THE MERCHANT. THIS IS DONE TO PROVIDE THE MERCHANT WITH THE CONVENIENCE OF COST CERTAINTY EACH MONTH. THE DAILY OR WEEKLY AMOUNT IS ESTIMATED BASED ON HISTORICAL RECEIPTS AND IS SUBJECT TO UPWARD OR DOWNWARD ADJUSTMENT EACH MONTH BASED ON ACTUAL RECEIPTS OF THE MERCHANT. IN ORDER TO QUALIFY FOR AN ADJUSTMENT, THE MERCHANT MUST SUBMIT MONTHLY DEPOSIT ACCOUNT STATEMENTS WITHIN SEVEN (7) CALENDAR DAYS OF MONTH END TO THE PURCHASER. IF THE MERCHANT FAILS TO SUBMIT MONTHLY STATEMENTS ON TIME, AND THE PURCHASER DOES NOT REQUEST THESE STATEMENTS, THEN THE PARTIES AGREE THAT THE PREVIOUSLY ESTABLISHED DAILY OR WEEKLY AMOUNTS WERE APPROPRIATE FOR THE PREVIOUS MONTH AND SHALL CONTINUE TO APPLY FOR THE NEXT MONTH. SEE SECTION 7 FOR DETAILS.

TERMS AND CONDITIONS

Please carefully read this Agreement including these Terms and Conditions, and initial each page.

1. **Definitions**. The following terms shall have the following meanings:
   (a) "**Amount Sold**" means the aggregate dollar value in Canadian dollars of the Specified Percentage of Future Receivables purchased by the Purchaser as recorded in the column headed "Amount Sold" in Schedule I to this Agreement. For greater certainty, pursuant to section 5, any amount recorded in an Additional Record (defined below), will be added to the definition of Amount Sold for the purposes of the application of the terms and conditions of this Agreement;
   (b) "**Daily Amounts**" means those amounts recorded on Schedule I attached to this Agreement, if applicable. The Daily Amounts are calculated pursuant to Section 7 hereof;
   (c) "**Disbursement Date**" means the date of disbursement of the Purchase Price by the Purchaser as recorded in the column headed "Disbursement Date" in Schedule I to this Agreement;
   (d) "**Future Receivables**" means all of the Merchant's future sales receipts and contract rights arising from or relating to future receivable accounts of the Merchant;
   (e) "**Outside Date**" means the date set out in Schedule I, unless extended pursuant to the terms of this Agreement;
   (f) "**Purchase Price**" means the amount paid by the Purchaser to the Merchant for the Amount Sold as recorded in in Schedule I to this Agreement;
   (g) "**Specified Percentage**" means the percentage of Future Receivables the Purchaser is entitled to withdraw from the Merchant's Deposit Account (as defined below) subject to Section 7 and in accordance with Section 6 and as recorded on Schedule I; and
   (h) "**Weekly Amounts**" means those amounts recorded on Schedule I attached to this Agreement, if applicable. The Weekly Amounts are calculated pursuant to Section 7 hereof;
   (i) "**Written Application**" means the application (and related materials) submitted by the Merchant to the Purchaser.
2. **Agreement of Purchase and Sale.** The Purchaser agrees to purchase from the Merchant and the Merchant agrees to sell to the Purchaser, in consideration of the Purchase Price, the Daily or Weekly Amounts up to the Outside Date or until such sooner date where the aggregate dollar amount received by the Purchaser equals the Amount Sold (the "**Term**"). Following the Term, except as otherwise provided for herein, no further payments or amounts shall be due from the Merchant to the Purchaser, and the Amount Sold shall be deemed to be paid in full. Following the Term, the parties shall engage in an accounting, and in the event that the Purchaser has received more than the Amount Sold, such additional amount shall promptly be returned to the Merchant.
3. **Purchase and Payment**. The Purchaser shall pay to the Merchant the applicable Purchase Price in the form of a electronic funds transfer ("**EFT**") on the Disbursement Date directed to the Merchant's designated settlement account (the "**Remittance Account**"). The Purchaser shall maintain the right to change the method of payment at

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any time, without prior notice. The Merchant shall not repurchase or resell any part of or all of the Future Receivables to any third party. The Merchant and the Purchaser agree that the Purchase Price paid to the Merchant is for the purchase of the Amount Sold, and this Agreement is not intended to be, nor shall it be construed as, a loan from the Purchaser to the Merchant. The Merchant acknowledges and agrees that this transaction is made only for business purposes and not for personal, family or any other household purposes.

4. **Conditions**. Despite the execution of this Agreement, the Purchaser may refuse to purchase the Amount Sold based on its underwriting guidelines, and the Merchant acknowledges and accepts that the Purchaser may not complete the purchase. Without limiting the generality of the foregoing, the Purchaser may refuse to complete any purchase if: (a) the Purchaser is not satisfied, in its sole discretion, with the Merchant's transaction history; (b) the Purchaser is not satisfied, in its sole discretion, with the background information received from the Merchant; or (c) the aggregate debit and credit cards receipts of the Merchant in respect of its business operations in the four (4) days prior to the expected Disbursement Date do not amount to at least 5% of the Amount Sold.

5. **Additional Sales**. The initial Amount Sold and corresponding Purchase Price are as recorded in Schedule I to this Agreement. The particulars of any subsequent sale of Future Receivables, if any, shall be recorded in Schedule I (each an "**Additional Record**") and executed by the Merchant and the Purchaser. Any such subsequent sale shall be subject to the terms and conditions of this Agreement, including, without limitation, Sections 6 and 7. Each fully executed Additional Record shall form part of this Agreement. In the event that an Additional Record is executed following the expiry of the Term, the execution of the Additional Record will be deemed to renew the Term and such subsequently executed Additional Record will be deemed to incorporate the terms and conditions of this Agreement and the renewed Term shall expire on the date that the Amount Sold and all other amounts due to the Purchaser under this Agreement have been received by the Purchaser in accordance with the Additional Record and the terms and conditions of this Agreement.

6. **Processing**. Until each Amount Sold has been remitted to the Purchaser in full, the Merchant: (a) shall carry on all of its credit card and debit card processing through the Current Processor (as defined in the Written Application), or such other processor or bank as may be approved by the Purchaser in writing (the "**Approved Processor**"), and (b) irrevocably authorizes and directs (and shall hereafter at the Purchaser's request confirm in writing) the Approved Processor to deposit all Future Receivables into the Remittance Account or, upon request by the Purchaser, a segregated bank account designated by the Purchaser (the Remittance Account or such segregated account, as the case may be, into which Future Receivables are to be deposited, is referred to herein as the "**Deposit Account**"). The Purchaser shall at all times have full, unfettered access to the Deposit Account, including the right to view all account transactions in, and to transfer funds to and from, the Deposit Account, and the Merchant will provide such authorizations or directions as are required in order to provide the Purchaser with such access. Upon request by the Purchaser, the Merchant shall provide the Purchaser with a further authorization and direction to allow the Purchaser to move the Deposit Account to an alternative institution. The Deposit Account will not be used by the Purchaser or the Merchant for any transactions other than for the purposes described herein. If the Deposit Account is the same as the Remittance Account, (a) the Purchaser shall be entitled to withdraw the applicable Daily or Weekly Amounts for each calendar month, each and every day on which the Main Branch of The Toronto Dominion Bank in Vancouver, British Columbia, is open for business (each a "**Banking Day**"), and (b) the Merchant may use the Deposit Account solely for the purposes of its normal business operations, provided that the Merchant must ensure that there are at all times sufficient funds available in the Deposit Account to cover the Purchaser's Daily or Weekly withdrawals. If there are insufficient funds available in the Deposit Account to fund any of the Purchaser's Daily or Weekly withdrawals, the Merchant will be liable to pay to the Purchaser an administrative fee equal to $50.00 (or such other amount as may be notified by the Purchaser to the Merchant from time to time) for each failed withdrawal. If the Deposit Account is a segregated account, except as otherwise provided in this Agreement, the Purchaser shall irrevocably authorize and direct and cause all Future Receivables to be disbursed each and every Banking Day, as follows: (a) to the Purchaser, the applicable Daily or Weekly Amount, and (b) to the Merchant, the balance of the Future Receivables less any other amount required to be paid by the Merchant to the Purchaser hereunder, by deposit or electronic funds transfer to the Remittance Account. Except for payments processed through the Approved Processor pursuant to this Agreement, until the Amount Sold has been remitted to the Purchaser in full, the Merchant will not, without the prior written consent of the Purchaser, allow any credit card or debit card payments to be processed at its business premises, whether by or on behalf of the Merchant or any other person. During the Term, the Merchant shall proceed with the batch closings of credit cards and debit cards payments no less than ten (10) times per month. Upon execution of this Agreement, the Merchant shall remit to Purchaser a void cheque (or, in the case of a savings account, the account number) for all bank accounts maintained by Merchant. Merchant hereby authorizes Purchaser to draw a debit in paper, electronic or other form on the Deposit Account and all other accounts maintained at the financial institution(s) where Merchant is doing business (the "**Financial Institution(s)**") for the purpose of receiving payment for the Future Receivables

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purchased hereunder (the "**Business PAD**"). The Business PAD shall permit Purchaser to deposit and withdraw varying amounts at varying intervals from the Deposit Account and all other accounts maintained by Merchant in accordance with the terms of this Agreement. Each EFT shall be for the Specified Percentage of each of the Future Receivables until such time that the Purchaser has remitted Future Receivables up to the Amount Sold, or any other amount which is or may become payable by Merchant to Purchaser hereunder. Merchant authorizes the Financial Institution(s) to honor and pay such debits in accordance with the terms and conditions stipulated hereinafter. Merchant acknowledges that the Financial Institution is not required to verify that any purpose of payment for which a pre-authorized debit was issued has been fulfilled by Purchaser or that a pre-authorized debit has been issued in accordance with the particulars of Merchant's authorization including, but not limited to, the amount, as a condition to honouring a pre-authorized debit issued by Purchaser on Merchant's account(s). Merchant has certain recourse rights if any debit does not comply with the terms of this Agreement. For example, Merchant has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. In order to be reimbursed, Merchant acknowledges that a declaration to this effect must be completed and presented to Merchant's branch of Merchant's Financial Institution up to and including ten (10) calendar days after the date on which the disputed debit was posted to Merchant's account. Merchant acknowledges that any claim made after ten (10) business days or for any reason other than the above is a matter to be resolved solely between the Purchaser and Merchant. To obtain more information on Merchant's recourse rights, Merchant may contact its Financial Institution or visit https://www.payments.ca/. Merchant acknowledges that provision and delivery of this Agreement to Purchaser constitutes delivery by Merchant to its Financial Institution(s). Merchant agrees with Purchaser to waive the requirement under the Payments Canada Rules (the "**Rules**") to receive a written pre-notification prior to each debit as set out in the Rules. Revocation of this Business PAD constitutes a breach under and does not terminate this Agreement. Merchant's authorization hereunder applies only to the method of payment and does not have any bearing on this Agreement. As long as the Amount Sold has not been remitted in full to Purchaser, Merchant hereby agrees to provide Purchaser, upon demand, with a copy of the monthly statements of any bank account maintained by Merchant. If, for whatever reason, Purchaser is unable to debit from the designated bank account(s) of the Merchant in accordance with the foregoing, then Merchant shall pay those amounts to Purchaser by alternative means acceptable to Purchaser.

7. **Daily or Weekly Amounts**. The Merchant acknowledges and agrees that the Daily or Weekly Amounts are calculated by multiplying (a) the Merchant's historical aggregate deposits to the Deposit Account for a calendar month for which statements were submitted by the Merchant to the Purchaser, by (b) the Specified Percentage and then dividing the product of said calculation by the number of Banking Days in the calendar month. Where bank statements were not submitted to the Purchaser in respect of the Deposit Account, the Daily or Weekly Amount is calculated by multiplying (a) the mean of the historical total deposits from the statements that were submitted, by (b) the Specified Percentage, and then dividing the product of said calculation by the number of Banking Days in the respective calendar month. The Merchant hereby agrees that in order to compute the Variable Amount (as defined below), the Merchant must submit to the Purchaser each of its monthly statements for the Deposit Account within seven (7) calendar days of month end. If the Merchant fails to submit its monthly statements for the Deposit Account on time, and the Purchaser does not request these statements, then the parties agree that the Daily or Weekly Amounts apply for that month. Where requested by the Purchaser, Merchant will provide a monthly statement for the Deposit Account within five (5) calendar days of the month end. Upon receipt of each monthly bank statement, the Purchaser shall compare (a) the total Daily or Weekly Amounts collected during the relevant calendar month, with (b) the actual total deposits shown on the bank statement, times the Specified Percentage (the "**Variable Amount**"). If the Variable Amount is lower than the total payments collected by the Purchaser during the relevant calendar month, the Purchaser will deposit the difference into the Deposit Account. If the Variable Amount is higher than the total payments collected by the Purchaser during the relevant calendar month, the Purchaser will withdraw the difference from the Deposit Account after providing four (4) business days' notice to the Merchant. The determination, evaluation and application of the Variable Amount by the Purchaser will be concluded within ten (10) calendar days of the month end. The Purchaser will only process the determination, evaluation and application of the Variable Amount in respect of the most recently completed calendar month end for which bank statements have been provided or requested. The Merchant will not be entitled to apply for a determination of a Variable Amount in respect of previous calendar month ends on a historical basis.

8. **Representations and Warranties of the Merchant**. The Merchant hereby represents and warrants to the Purchaser as follows on the date hereof and such representations and warranties will be true and correct for the duration of the Term: (a) all of the information provided by or on behalf of the Merchant to the Purchaser in the Written Application or otherwise in connection with this Agreement, is true and correct in all material respects and fairly represents the financial condition, result of operations and cash flows of the Merchant's business as at the dates indicated in the information so provided; (b) the Merchant is in compliance with all applicable laws, rules,

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regulations, permits, licenses, approvals, consents and other authorizations necessary to conduct its business; (c) the Merchant, and the individual(s) signing this Agreement on behalf of the Merchant, have full power and authority to enter into and perform the obligations of the Merchant under this Agreement, all of which have been duly authorized by all necessary and proper action and are not in contravention of the Merchant's articles or by-laws; (d) there is no claim, action, suit, demand, enforcement, arbitration or other proceeding or investigation pending or, to the Merchant's knowledge, threatened against the Merchant, involving more than $5,000; (e) the Merchant is the owner of its business premises and has presented documentation verifying ownership to the Purchaser, or occupies its business premises pursuant to a valid and enforceable lease or sublease, a copy of which has been furnished to the Purchaser; (f) the Merchant has not entered into an agreement for the sale of its Future Receivables with any other person, firm or corporation for which any sums remain outstanding; (g) the Merchant has not declared bankruptcy in the past two (2) years and is not an undischarged bankrupt; (h) there are no security interests, liens, charges, hypothecs or any other charges or encumbrances whatsoever against the Future Receivables or the Deposit Account; (i) the Merchant and any guarantor are solvent, do not have any outstanding payables past thirty (30) days and have no knowledge of any actual or potential material changes to the Merchant or any guarantor pending in the next six (6) months, including any demands, executions, enforcement, crystallization of security or insolvency; and (j) the Merchant does not intend to cease carrying on business at any time prior to the Outside Date.

9. **Deposit Account**. The Merchant hereby covenants that: (a) the Deposit Account shall be the exclusive account into which the Approved Processor shall be directed to remit all Future Receivables; and (b) the Merchant shall not direct or authorize the Approved Processor to make any payments relating to the Future Receivables to any account other than the Deposit Account. Upon request by the Purchaser, the Merchant shall provide the Approved Processor with a further authorization and direction to allow the Purchaser to move the Deposit Account to an alternative institution. The Merchant shall, upon demand from the Purchaser, provide the Purchaser with current bank statements for the Remittance Account, the Deposit Account and any other bank account maintained and used by the Merchant.

10. **Daily or Weekly Remittances**. As a condition of the payment of the Purchase Price by the Purchaser, the Merchant shall cause the Approved Processor to deliver to the Purchaser, on a daily or weekly basis, in a format acceptable to the Purchaser, a record (the "**Daily or Weekly Remittance Record**") from the Approved Processor reflecting the total gross dollar amount of the preceding day's credit card and debit card transactions processed by the Approved Processor for the Merchant, irrespective of whether such amount consists of sales, taxes or other amounts collected by the Merchant from its customers. Without limiting the rights and remedies of the Purchaser available hereunder or under law, in the event that the Merchant proposes to change credit card or debit card processors without the Purchaser's prior approval or the Merchant ceases, for any reason whatsoever, to process debit or credit cards payments with the Approved Processor while remaining in business, the Purchaser shall be entitled to debit from the Deposit Account the Liquidated Damages Amount (as defined below). Without limiting the Purchaser's right to debit the Deposit Account as aforesaid, and without limiting any of the rights and remedies of the Purchaser hereunder or under law, if there is a Daily or Weekly Remittance Default (as hereinafter defined), then the Purchaser shall have the right, at its sole discretion, without notice to or authorization from the Merchant, to withdraw from the Deposit Account on each Banking Day that the Daily or Weekly Remittance Default is in existence, an amount equal to the Default Daily or Weekly Withdrawal Amount (as hereinafter defined) in lieu of the Daily or Weekly Amount or Specified Percentage. For the purposes of the foregoing: (a) a "**Daily or Weekly Remittance Default**" shall have occurred if the Merchant for any reason fails, on any Banking Day, to make the Daily or Weekly Remittance Record available to the Purchaser; and (b) "**Default Daily or Weekly Withdrawal Amount**" means an amount calculated by dividing (1) the Liquidated Damages Amount (as defined below), by (2) the number 189.

11. **Covenant.** Merchant shall not enter into any purchase agreement involving its Future Receivables with any party other than Purchaser for the duration of this Agreement. Purchaser may share information regarding this Agreement with any third party in order to determine whether Merchant is in compliance with this provision.

12. **Default**. Any of the following shall constitute an "**Event of Default**" by the Merchant under this Agreement: (a) the Merchant changes credit card or debit card processors, changes Merchant IDs, adds a second credit card or debit card processor or otherwise uses a credit card or debit card processor other than the Approved Processor; (b) the Merchant changes any of the locations where it carries on business as stated in its written application, or the Merchant adds a new location, without the prior written consent of the Purchaser; (c) the Merchant fails to direct all payments relating to the Future Receivables exclusively to the Deposit Account or changes the Deposit Account or causes or permits any disbursement of funds from the Deposit Account except as expressly provided in this Agreement; (d) there are insufficient funds in the Deposit Account to cover the Daily or Weekly Amount for two consecutive Banking Days or for two or more Banking Days in any given month; (e) the Merchant in any way, directly or indirectly, encourages or exercises any influence on, whether through written or verbal communication or

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otherwise, its customers to pay by cash or other form of payment other than debit or credit card payment regardless of the amount of the sale; (f) the Merchant disposes of all or any substantial portion of its assets or undertaking without the express prior written consent of the Purchaser or ceases to carry business in the ordinary course; (g) the Merchant sells or hypothecates or grants or permits to exist any lien or security interest in or otherwise encumbers the Future Receivables or the Deposit Account to or in favor of any other person; (h) the Merchant suffers or permits any transfer of its voting shares or partnership interests (as applicable) to occur without the prior written consent of the Purchaser; (i) any of the representations and warranties contained in the Written Application, this Agreement or otherwise in connection therewith are untrue or incorrect in any material respect at any time before the Outside Date; (j) the Merchant breaches any of its covenants contained in this Agreement; (k) the Merchant files a petition or commences proceedings pursuant to bankruptcy or insolvency laws seeking; (i) the appointment of a receiver or trustee for any of its assets, (ii) the adjudication of the Merchant as bankrupt or insolvent, (iii) an "order for relief" or protection from its creditors under such statutes, or (iv) a reorganization of or a plan of arrangement for the Merchant; (iv) a trustee, liquidator or receiver is appointed for the Merchant or in respect of substantially all of the property or business of the Merchant; (l) any money judgment, writ or order of execution, or warrant of attachment, or similar process is entered or filed against the Merchant or any of its assets and which remains unpaid, unvacated, unbonded or unstayed for a period of seven (7) days. Any act or omission carried out by an affiliate, shareholder, director, officer, employee or agent of the Merchant that, if carried out by the Merchant itself, would be an Event of Default, shall be deemed to be an Event of Default hereunder.

13. **Remedies**. Upon the occurrence of an Event of Default, the Purchaser shall be entitled to all remedies available under law and this Agreement, and without limiting the generality of the foregoing: (a) the Outside Date shall be extended by the number of days that the Event of Default persists until such Event of Default is cured; and/or (b) the Purchaser shall be immediately entitled to recover from the Merchant the Liquidated Damages Amount (as defined below), which amount, or portion of such amount, may be automatically debited, at any time, or from time to time, from the Deposit Account by the Purchaser without notice to the Merchant. As used herein the term "**Liquidated Damages Amount**" shall mean an amount equal to the Amount Sold less the amount that has been collected by the Purchaser under this Agreement up to the date of the Event of Default, plus legal fees and other fees related to collections, and a monthly monitoring fee based upon the difference between the Amount Sold and the aggregate dollar amount received by the Purchase up to the date of Default (the "**Default Amount**") as follows: (i) a monthly monitoring fee equal to $250.00 per month if the Default Amount is between $0 to $15,000; (ii) a monthly monitoring fee equal to $500.00 per month if the Default Amount is above $15,000 to $50,000; (iii) a monthly monitoring fee equal to $750.00 per month if the Default Amount is above $50,000 to $100,000; and (iv) a monthly monitoring fee equal to $1000.00 per month if the Default Amount between is over $100,000. Such Liquidated Damages Amount is a genuine pre-estimate of damages to the Purchaser and not intended to be a penalty. In the event that the Merchant prevents, or fails to ensure, the collection of receivables from the Deposit Account, or begins to deposit its receipts into another bank account, then Purchaser shall have the right, without waiving any of its other rights and remedies and without notice to the Merchant or any guarantor, to notify the bank holding the Deposit Account or other bank account regarding the sale of Future Receivables hereunder and to direct such bank to permit the Purchaser to debit from Merchant's account any amounts to which Purchaser is entitled under this Agreement.

14. **Granting of Security**. As continuing and collateral security for the due and punctual performance of all present and future obligations and liabilities of the Merchant to the Purchaser under this Agreement related to the purchase and sale of the Future Receivables, and any and all other obligations of the Merchant to the Purchaser, the Merchant hereby grants to the Purchaser, a security interest (the "**Canadian Security**"), in all of the Merchant's present and after-acquired personal property, of every nature whatsoever (the "**Collateral**") which Collateral shall also include all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the sale, exchange, assignment or other disposition of the Collateral. Upon an Event of Default, the Canadian Security shall immediately become enforceable, and the Purchaser may take any action permitted by law or in equity. The Merchant authorizes the Purchaser to file such financing statements, financing change statements, and other documents, and do such acts, matters, and things as the Purchaser may deem appropriate, to perfect, on an ongoing basis, the Canadian Security, to protect and preserve the Collateral, and to realize upon the Canadian Security. The Merchant waives all rights to receive from the Purchaser a copy of any financing statement, financing change statement, or verification statement filed, issued or obtained at any time in respect of this Agreement. In the event the Merchant is located in Quebec, as continuing and collateral security for the due and punctual performance of all present and future obligations and liabilities of merchant to purchaser under this agreement for the sale of Future Receivables, the Merchant hereby hypothecates in favour of Purchaser, for an amount equal to the Amount Sold plus an additional hypothec equal to twenty per cent (20%) of such amount, all of merchant's rights, title and interests in and to the universality of all Merchant's moveable property of every nature whatsoever, both present and future, corporeal and incorporeal (the "**Hypothec**" and, collectively with the Canadian Security,

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the "**Security Interest**"). Merchant hereby authorizes the registration of the hypothec granted herein at the Quebec registre des droits personnels et réels mobiliers by the Purchaser or any affiliate or subsidiary thereof, or any assignee or designee thereof and/or record such other document or instrument as purchaser may deem necessary or desirable to perfect, protect and preserve the hypothec hereby granted.

15. **Insurance**. In order to protect and safeguard the Purchaser's interest in the Future Receivables sold hereunder, the Merchant hereby undertakes to amend its existing commercial general liability insurance policy to add the Purchaser as a co-insured, and to provide the Purchaser with a copy of said insurance policy reflecting same within forty-five (45) days from the Date of Disbursement. Such insurance policy shall provide for a minimum coverage being no less than the Amount Sold and, if both the Purchaser and the Merchant have claims to be indemnified under such insurance policy, the indemnity shall be applied first to the settlement of the Purchaser's claim and the balance, if any, to the settlement of the Merchant's claim. Failure by the Merchant to carry insurance or to provide the aforesaid proof of co-insurance within the prescribed delay shall not be considered an Event of Default but shall entitle the Purchaser to claim and receive from the Merchant a risk-based premium equal to 3% of the Amount Sold (the "**Risk Premium**"). The Risk Premium shall be withdrawn by the Purchaser from the Deposit Account in four equal monthly installments at the end of each successive month following the Disbursement Date.
16. **Consent as to Personal Background Information**. The Merchant authorizes the Purchaser to conduct any background and financial examinations of the Merchant that the Purchaser may deem necessary. Such background and financial examinations may, at the discretion of the Purchaser, extend to the Merchant's owners and any guarantor and may include the Purchaser obtaining credit and other background information from third parties, including without limitation, credit agencies. The Purchaser may also require additional information, documents or consents in order to conduct such background and financial examinations and the Merchant undertakes to provide the Purchaser with same, upon demand.
17. **Data Collection**. The Merchant hereby acknowledges and agrees that during the Term the Purchaser may collect data, information and details relating to the Merchant and the Merchant's business, including without limitation, information and details related to the Merchant's Future Receivables, Deposit Account, Remittance Account, debit or credit card transactions (in anonymized form), accounts receivable arising out of the Merchant's sale of goods or provision of services (the "**Collected Data**"). The Merchant further acknowledges and agrees that the Purchaser may retain the Collected Data indefinitely following termination of this Agreement.
18. **The Merchant Not Acting As A Consumer**. In entering into this Agreement, the Merchant is acting in its capacity as a business enterprise and not as a consumer.
19. **Further Assurances**. The Merchant will promptly execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, reasonably requested by the Purchaser and necessary for the Merchant to comply with the obligations, representations, warranties and covenants contained herein and will take any action consistent with the terms of this Agreement that may reasonably be requested by the Purchaser.
20. **Notices to the Merchant**. Any notice to the Merchant required or permitted under this Agreement shall be in writing and may be given by personal service, courier, fax or e-mail (using a system which provides a reliable proof of delivery), to the address, fax number or e-mail address of the Merchant as it appears on the Written Application, or as changed through written notice by the Merchant to the Purchaser. Any notice given in accordance with this section will be deemed to have been duly given as follows: (a) if sent by email, at the time shown on the proof of delivery, (b) if sent by fax, at the time shown on the confirmation of transmission, or (c) in the case of courier or personal delivery, when delivered; provided that in each case where delivery occurs after 5 p.m., service will be deemed to occur at 9 a.m. on the next following business day.
21. **Notices to the Purchaser**. Any notice to the Purchaser required or permitted under this Agreement shall be in writing and may be given by personal service, courier or fax to the address or fax number of the Purchaser as it appears below, or as changed through written notice by the Purchaser to the Merchant: Merchant Opportunities Canada Limited Partnership, 200 – 171 Water St., Vancouver, BC V6B 1A7, Fax: 604-681-0916, Attention: CEO. Any notice given in accordance with this section will be deemed to have been duly given as follows: (a) if sent by fax, at the time shown on the confirmation of transmission, or (b) in the case of courier or personal delivery, when delivered; provided that in each case where delivery occurs after 5 p.m., service will be deemed to occur at 9 a.m. on the next following business day.
22. **No Fees; Not a Loan**. No obligation fees or brokerage fees are charged to the Merchant for the purchase of the Amount Sold. The Purchaser also does not charge any interest, finance charges, late fees or similar charges as this is not a loan. Instead, the Purchaser is purchasing a percentage of the Future Receivables of the Merchant at a discount. The Purchaser is not an investor in the business of the Merchant.
23. **Payment Adjustment.** This is an agreement for the purchase and sale of Future Receivables at a discount up to the Amount Sold and in no way is the intention of the parties to make, or receive, a loan or to charge interest. However,

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if the Amount Sold payable by the Merchant to the Purchaser under this Agreement were ever to be determined to constitute "**Interest**" (as defined in section 347 of the Criminal Code (Canada) ("**Section 347**") payable under this Agreement, and would exceed the maximum effective annual rate of Interest on the "**credit advanced**" (as defined in Section 347) permitted under Section 347 and, if any payment, collection or demand pursuant to this Agreement, in respect of such aggregate "**Interest**" is determined to be contrary to the provisions of Section 347, then such payment, collection or demand will be deemed to have been made by mutual mistake of the Merchant and the Purchaser, and such payment, collection or demand shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received, the Purchaser shall refund any such excess amount to the Merchant. For purposes of this Agreement, the effective annual rate of Interest will be determined in accordance with generally accepted actuarial practices and principles over the Term on the basis of annual compounding of the lawfully permitted rate of Interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appoint by the Purchaser will be prima facie evidence absent manifest error, for the purposes of such determination. In the event that this arrangement and Agreement were to be reclassified as a loan, the Purchaser covenants to take immediate steps to ensure compliance with Section 347 with retroactive effect.

24. **Legal and Professional Fees**. The Purchaser shall be entitled to recover from the Merchant all legal and professional costs associated with or resulting from the enforcement of its rights and remedies under this Agreement or at law, on a full indemnity basis (and in no event less than on a solicitor and client basis).

25. **Severability**. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. **Survival**. All provisions of this Agreement reasonably required for their interpretation, shall survive the expiry of the Term or the termination of this Agreement

26. **Indemnification and Limitation of Liability of the Purchaser.** The Merchant hereby agrees to indemnify, defend and hold harmless the Purchaser from and against any claim, demand, loss, financial or otherwise, damage, liability or cost, including legal fees and expenses, caused by or from: (i) any intentional, negligent or innocent misrepresentation by the Merchant; (ii) a breach of the terms hereof; (iii) an Event of Default; or (iv) negligence, fraud or intentional wrongdoing by the Merchant or any of its affiliates.

27. **Assignment and Acknowledgement.** Notwithstanding anything in this Agreement to the contrary, the obligations, rights and liabilities of the Merchant under this Agreement may not be assigned by the Merchant without the prior written consent of the Purchaser in its sole discretion. This Agreement, or any interest in the Agreement, in whole or in part, may be assigned by the Purchaser without the consent of the Merchant and the Merchant acknowledges that the Purchaser may sell, assign, transfer or set over a portion of the Future Receivables or the Security Interest to third parties at the discretion of the Purchaser and the Merchant hereby consents to such sale, assignment or transfer of Future Receivables and the Security Interest, or portion thereof. If a Security Interest, or portion thereof is assigned to a third party, the Merchant authorizes the Purchaser or such third party to file such financing statements, financing change statements, and other documents, and do such acts, matters, and things as the Purchaser may deem appropriate, to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral, and to realize upon the Security Interest.

28. **Dispute Resolutions and Arbitration Procedure.** All disputes, disagreements, controversies, questions or claims arising out of or relating to this Agreement and all other agreements, documents and instruments entered into pursuant to the terms of this Agreement, including with respect to its formation, execution , validity, application, interpretation, performance, breach or termination (other than any determination by the Purchaser to enforce its rights as a result of an Event of Default hereunder by the Merchants (collectively, "**Disputes**") shall be exclusively determined in accordance with the provisions of this section. In the event of any disputes, the Purchaser and the Merchant shall use commercially reasonable efforts to resolve the Disputes. To this effect, the Purchaser and the Merchant shall meet in person or by telephone within ten business days of any party's receipt of a written notice informing that party of the existence of any Disputes. If the Purchaser and the Merchant do not resolve or settle the matter within ten business days after the initial meeting or following any longer period as the Purchaser and the Merchant may agree to in writing, the Disputes shall be submitted to binding arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its applicable rules, upon the request of either party and upon the service of that request on the other party. The parties shall agree on a single arbitrator to resolve the Disputes. The arbitration shall be conducted in Vancouver, British Columbia. Any decisions of the Arbitrator shall be final. The costs of arbitration, excluding legal fees, will be split equally or be borne by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees. By agreeing to arbitration, the parties understand and agree that they are waiving their right to maintain other available resolution processes such as a court action or administrative proceeding to settle their Disputes. The Merchant further understands and agrees that it is waiving any right to commence or participate in class proceeding against the Purchaser related to this

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Agreement or related to any performance of any services related to this Agreement. The resolution of Disputes in accordance with this section shall be final and binding upon the parties and there shall be no appeal therefrom, including any appeal in a court of law on a question of law, a question of fact, or a questions of mixed fact and law. With respect to matters of enforcement of security, injunctive relief, fraud, intentionally misrepresentation or collections, the Purchaser shall retain the ability, and the Merchant hereby agrees, that the Purchaser may bring such matters before a court in the Province of British Columbia and the parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

29. **Waiver of Class Actions and Consolidated or Joined Proceedings**. The Purchaser and the Merchant (and their respective successors and assigns) waive any ability to participate in class action litigation or class-wide arbitration concerning any claims or disputes arising out of or in any way related to this Agreement or the relationship between Purchaser and Merchant. The Purchaser and the Merchant (and their respective successors and assigns) also waive any ability to join or consolidate claims or disputes with other persons or entities.

30. **Multiple Parties as Merchant**. If more than one party is named as Merchant, (a) each such party shall be jointly and severally liable (or in Quebec, solidarily) with the other parties for the obligations of the Merchant hereunder, such that the Purchaser may, at its sole discretion, require payment and performance of all obligations from any one of them or a portion from each one of them, and (b) references to “the Merchant” in Section 11 (Default) and in other sections of this Agreement where the context requires it, shall be deemed to constitute a reference to any one of the parties that is named as the Merchant, as applicable.

31. **Counterparts**. This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original for all purposes, and all counterparts shall together constitute but one and the same instrument. This Agreement may be delivered by facsimile or similar transmission, and a facsimile or similar transmission evidencing execution shall be effective as a valid and binding instrument for all purposes.

32. **Language**. The parties have requested that this Agreement be drawn in English language. Les parties ont exigé que la présente entente soit rédigée en langue anglaise.

33. **Independent Legal Advice.** Each of the parties hereto acknowledges that they have obtained independent legal advice in connection with the negotiation and execution of this agreement or, having had the opportunity to do so, has declined to obtain independent legal advice, and further acknowledges and agrees that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.

34. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, and the applicable laws of Canada excluding any conflicts-of-law rule or law that refers to the laws of another jurisdiction for all Merchants outside of the Province of Quebec. For Merchants located in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the applicable laws of Canada excluding any conflicts-of-law rule or law that refers to the laws of another jurisdiction.

35. **Entire Agreement.** This Agreement represents the entire understanding between the Merchant and the Purchaser with respect to the matters contained herein, without any verbal or collateral representations which do not form part of this Agreement, and it may be amended only by an instrument in writing signed by all parties hereto

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The undersigned represents that he or she is authorized to sign this Agreement for the Merchant, has read and understands its content, has read and understands the Terms and Conditions and Schedule I, and agrees to bind the merchant by this Agreement, all such Terms and Conditions and Schedule I. For greater certainty it is agreed that the Terms and Conditions and Schedule I will form part of this Agreement.

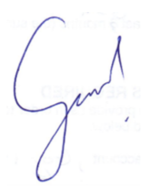
US AIR COMPRESSOR (CANADA) INC. O/A US AIR COMPRESSOR, a(n) Federal Corporation

Authorized Signatory:

E-SIGNED by Mehmet Kuzucan
on 2026-02-25 14:15:33 EST

Print Name: MEHMET KUZUCAN

MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP by its general partner MERCHANT OPPORTUNITIES CANADA LTD.



(Signature)

Name: David Gens

Title: CEO

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Schedule I

This Schedule I forms part of the Agreement for the Purchase and Sale of Future Receivables – Fixed Solutions dated **February 25, 2026** between Merchant Opportunities Canada Limited Partnership and **US AIR COMPRESSOR (CANADA) INC. O/A US AIR COMPRESSOR, a(n) Federal Corporation**. This Schedule I may be amended from time to time to include an Additional Record.

Purchase Price	Amount Sold	Specified Percentage	Disbursement Date	Outside Date	Weekly Amount	Signature of the Purchaser	Signature of the Merchant	Signature of the Guarantor(s)
$150,000	**$192,300**	**7.47%**	**February 25, 2026**	**February 26, 2029**	**$2,465.40** Payable beginning on a date that is within 5 business days after the Approved Amount has been disbursed, and each week thereafter	**Signature:** **Print Name: David Gens** **Title: CEO**	**Signature:** E-SIGNED by Mehmet Kuzucan on 2026-02-25 14:16:10 EST **Print Name: MEHMET KUZUCAN**	**Signature:** E-SIGNED by Mehmet Kuzucan on 2026-02-25 14:16:11 EST **Print Name: MEHMET KUZUCAN**

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MERCHANT GROWTH

GUARANTEE

TO: MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP (the "**Purchaser**")

FOR GOOD AND VALUABLE CONSIDERATION (RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED), THE UNDERSIGNED HEREBY GUARANTEES THE PERFORMANCE OF ALL OBLIGATIONS OWED BY **US AIR COMPRESSOR (CANADA) INC. O/A US AIR COMPRESSOR, a(n) Federal Corporation** (THE "**MERCHANT**") TO THE PURCHASER (, THE "**OBLIGATIONS**") UNDER THAT CERTAIN AGREEMENT FOR THE SALE OF FUTURE RECEIVABLES BETWEEN THE PURCHASER AND THE MERCHANT DATED **February 25, 2026** (, THE "**AGREEMENT**").

THE UNDERSIGNED(S), AFTER HAVING REVIEWED AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE AGREEMENT AND HAVING HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE, ASSUMES AND GUARANTIES THE PERFORMANCE AND SATISFACTION OF ALL OF THE MERCHANT'S OBLIGATIONS. THIS GUARANTY IS UNLIMITED, ABSOLUTE, UNCONDITIONAL AND IRREVOCABLE, AND IS BINDING UPON THE UNDERSIGNED(S) HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. IF THERE IS MORE THAN ONE GUARANTOR, THE OBLIGATIONS SHALL BE JOINT AND SEVERAL WITH THE OTHER GUARANTOR. THE UNDERSIGNED(S) AGREE THAT THE PURCHASER MAY COLLECT AMOUNTS OWING INDEPENDENT AND IRRESPECTIVE OF THE PURCHASER'S REMEDIES AGAINST THE MERCHANT. THE UNDERSIGNED(S) AUTHORIZE THE PURCHASER TO OBTAIN MY CREDIT REPORT AND/OR OTHER INVESTIGATIVE REPORTS ABOUT ME. THE UNDERSIGNED(S) GRANT THE PURCHASER A PRE-AUTHORIZED RIGHT TO DEBIT AMOUNTS OWING TO THE PURCHASER, FROM (I) THE BANK ACCOUNT APPEARING ON MY VOIDED CHEQUE ATTACHED HERETO AND (II) THE CREDIT CARD ACCOUNT IDENTIFIED ON THE ATTACHED AUTHORIZATION, SO LONG AS THE MERCHANT HAS ANY OUTSTANDING OBLIGATIONS TO THE PURCHASER UNDER THE AGREMENT. IF THE UNDERSIGNED(S) IS RESIDING IN THE PROVINCE OF QUEBEC, THE UNDERSIGNED(S) ACKNOWLEDGES THAT THIS GUARANTY CONSTITUTES A "SURETYSHIP" BY VIRTUE OF SECTIONS 2333 AND FOLLOWING OF THE CIVIL CODE OF QUEBEC AND THE UNDERSIGNED(S) WAIVE ANY RIGHT OF DIVISION AND/OR DISCUSSION AND SPECIFICALLY RENOUNCES TO THE APPLICATION OF SECTIONS 2362 AND 2363 OF THE CIVIL CODE OF QUEBEC.

The undersigned acknowledges having been advised to obtain independent legal advice prior to entering into this Agreement and by entering into this guarantee the undersigned represents that it did obtain whatever legal advice he or she considered appropriate and sufficient.

IN WITNESS WHEREOF the undersigned has executed this guarantee, this **February 25, 2026**.

Authorized Signatory:

E-SIGNED by Mehmet Kuzucan
on 2026-02-25 14:16:49 EST

Print Name: MEHMET KUZUCAN
Phone:
Address: 1001 BAY STREET, TORONTO, ON, CANADA, M5S3A6

THIS IS EXHIBIT "6" REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:

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Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

forward funding

Purchase and Sales of Future Receivables

THIS AGREEMENT is entered into by and between **Forward Funding** dba "**FF**" (the "**Purchaser**") and **MERCHANT** (the "**Merchant**") and the **PRINCIPAL** (the "**Principal**" and, jointly and severally, together with the Merchant, the "**Seller**"),

Business Legal Name US AIR COMPRESSOR (CANADA) INC.			
Trading As (DBA) US AIR COMPRESSOR (CANADA) INC.			
Physical Business Address 5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada			
Mailing Business Address 5311 John Lucas Drive, Burlington, ON, L7L 6A8, Canada			
Business Phone +1 905 238 0225	*Business Email* N/A	*Date of Ownership* 1/26/2023	*Type of Entity* Corporation

1st Owner Full Name Mehmet bora Kuzucan			
Home Address 1612 1001 Bay Street			
Birthdate (MM/DD/YYYY) 1/20/1967	*S.I.N* 149380479	*Driver's License* N/A	*Ownership %* 100 %
Email bora@usaircompressor.com		*Home Phone* N/A	*Mobile* 416-990-0773
Merchant #1 bora@usaircompressor.com		*Owner/Guarantor #1* bora@usaircompressor.com	

2nd Owner Full Name N/A			
Home Address N/A			
Birthdate (MM/DD/YYYY) //	*S.I.N* N/A	*Driver's License* N/A	*Ownership %* N/A
Email N/A		*Home Phone* N/A	*Mobile* N/A
Merchant #2		*Owner/Guarantor #2*	

Purchase Price	*Minimum Payment*	*Amount Sold*	*Specified Percentage*
$50,800	$2,637.69	$68,580	15.00 %

Merchant hereby sells, assigns and transfers to Forward Funding DBA Forward Funding (FF) (making FF the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other obligations arising from or relating to the payment of monies from Merchant's customers' and/or other third party payors (the "Total Gross Receipts," hereinafter "Receipts," defined as all payments made by cash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business without subtracting any costs or expenses), for the payment of Merchant's sale of goods or services until the amount specified below (the "Purchased Amount") has been remitted from the Merchant to FF. The Purchased Amount shall be paid to FF by Merchant's irrevocably authorizing only one depositing account acceptable to FF (the "Account") to remit the percentage of daily receipts specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each transaction, until such time as FF receives payment in full of the Purchased Amount. Merchant hereby authorizes FF to EFT Debit the specified remittances from the Merchant's bank account on a daily basis and will provide FF with all required access codes to view the account, and monthly bank statements. Merchant understands that it is responsible for ensuring that the Specified percentage to be debited by FF remains in the account and will be held responsible for any fees incurred by FF resulting from a rejected EFT attempt or an event of default. (See Appendix A). FF is not responsible for any overdrafts or rejected transactions that may result from FF's EFT debiting the specified amounts under the terms of this agreement. FF will either (i) debit the Specified Percentage on a daily basis, or (ii) if a Specific daily Amount is specified hereunder, then FF shall debit the Specific daily Amount on a business day, and upon Merchant's request, and receipt of the Merchant's monthly bank statements, FF shall, on or about the fifteenth day of each month, reconcile the Merchant's account by either crediting or debiting the difference between the amount debited and the Specified Percentage, from or back to the Merchant's bank account so that the amount debited each month equals the Specified Percentage. FF may, upon Merchant's request, adjust the amount of any payment due under this Agreement at FF's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between FF and Merchant, upon violation of any provision contained in Section 1.11 of the MERCHANT AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement are annexed hereto in Appendix A.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGE 2, THE "MERCHANT SECURITY AGREEMENT" AND "ADMINISTRATIVE FORM HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

Forward Funding SHIYU WANG	*Sales Associate Name* Shiyu Wang

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to repay this obligation and that the information provided herein and in all of FF documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and FF and FF shall be entitled to all remedies available under law. FF may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant via Processor and/or Operator to FF. An investigative or consumer report may be made in connection with the Agreement. Merchant and each of the above-signed Owners authorizes FF, its agents and representatives and any credit reporting agency engaged by FF, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as Merchant and/or Owners(s) continue to have any obligation owed to FF as a consequence of this Agreement or for FF's ability to determine Merchant's eligibility to enter into any future agreement with Company.

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

B.O.

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forward funding

MERCHANT AGREEMENT TERMS & CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Deposit Agreement. Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to FF, and appoint a Bank acceptable to FF, to obtain electronic fund transfer services and/or EFT payments. Merchant shall provide FF and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize FF and/or it's agent to deduct the amounts owed to FF for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions, or other payment processing transactions, and to pay such amounts to FF by permitting FF to withdraw the specified percentages by EFT debiting of the account. The authorization shall be irrevocable absent FF's written consent.
1.2 Term of Agreement. This Agreement shall have a term of one year. Upon the expiration of the term, this Agreement shall automatically renew for successive one-year terms, provided, however, that during the renewal term(s) Merchant may terminate this Agreement upon ninety days' prior written notice (effective upon receipt) to FF, however, said termination of this Agreement shall not affect Merchant's responsibility to satisfy all outstanding obligations to FF at the time of termination. Notwithstanding the foregoing, should Merchant elect to terminate this agreement in accordance with this paragraph "1.2" herein, but Merchant shall fail to fully satisfy its obligation to FF then Merchant's termination shall have no effect, and this Agreement shall remain in full force and effect.
1.3 Future Purchases. FF reserves the right to rescind the offer to make any purchase payments hereunder, in its sole discretion.
1.4 Financial Condition. Merchant and Guarantor(s) authorize FF and its agents to investigate their financial responsibility and history, and will provide to FF any bank or financial statements, tax returns, etc., as FF deems necessary prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of financial information. FF is authorized to update such information and financial profiles from time to time as it deems appropriate.
1.5 Transactional History. Merchant authorizes their bank to provide FF with Merchant's banking and/or credit-card processing history to determine qualification or continuation in this program.
1.6 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by FF for monies owed to FF from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by FF.
1.7 No Liability. In no event will FF be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and Guarantor(s).
1.8 Reliance on Terms. Section 1.1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, FF and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raise them as a defense in any action.
1.9 Sale of Receipts. Merchant and FF agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from FF to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement equals the fair market value of such Receipts. FF has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to FF in respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services and the payment therefore by Merchant's customers in the manner provided in Section 1.1. In no event shall the aggregate of all amounts be deemed as interest hereunder and charged or collected hereunder exceed the highest rate permissible at law. In the event that a court determines that FF has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and FF shall promptly refund to Merchant any interest received by FF in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that FF not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law.
1.10 Power of Attorney. Merchant irrevocably appoints FF as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to FF from Processor, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to FF; and (v) to file any claims or take any action or institute any proceeding which FF may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.
1.11 Protections Against Default. The following Protections 1 through 7 may be invoked by FF, immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the FF electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to FF; (c) Merchant changes the electronic check processor or other payment processor through which the Receipts are settled from Processor to another electronic check processor or other payment processor, or permits any event to occur that could cause diversion of any of Merchant's check transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise conveys its business or assets without (i) the express prior written consent of FF, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to FF; or (e) Merchant takes any action, fails to take any action, or offers any incentive— economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to FF at law, in equity or otherwise pursuant to this Agreement.
Protection 1. The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately. **Protection 2.** FF may enforce the provisions of the Personal Guarantee of Performance against the Guarantor. **Protection 3.** Merchant shall, upon execution of this Agreement, deliver to FF an executed confession of judgment in favor of FF in the amount of the Purchase Amount stated in the Agreement. Upon breach of any provision in this paragraph 1.11, FF may enter that confession of judgment as a judgment with the Clerk of the Court and execute thereon. **Protection 4.** FF may enforce its security interest in the Collateral identified in the security agreement herein. **Protection 5.** The entire Purchase Amount shall become immediately refundable to FF from Merchant. **Protection 6.** FF may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which FF shall recover judgment against Merchant, Merchant shall be liable for all of FF's costs of lawsuit, including but not limited to all reasonable attorneys' fees and court costs. **Protection 7.** Merchant shall, upon execution of this Agreement, deliver to FF an executed assignment of lease of Merchant's premises in favor of FF. Upon breach of any provision in this paragraph 1.12, FF may exercise its rights under such assignment of lease. **Protection 8.** FF may debit Merchant's depository accounts wherever situated by means of EFT debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise, in an amount consistent with the Specified Percentage of Specific daily Amount. **Protection 9.** FF shall have the right, without waiving any of its rights and remedies and without notice to Merchant and/or Guarantor(s), to notify Merchant's credit card processor of the sale of Receipts hereunder and to direct such credit card processor to make payment to FF of all or any portion of the amounts received by such credit card processor on behalf of Merchant, Merchant hereby grants to FF an irrevocable power-of-attorney, which power-of-attorney shall be coupled with an interest, and hereby appoints FF or any of FF's representatives as Merchants attorney-in-fact, to take any and all action necessary to direct such new or additional credit card processor to make payment to FF as contemplated by this Section.
1.12 Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, authorizes FF to disclose information concerning Merchant's and each Owner's credit standing (including credit bureau reports that FF obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against FF or any of its affiliates relating to any (i) investigation undertaken by or on behalf of FF as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.
1.13 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by FF, including this Agreement and any other FF documentations (collectively, "Confidential Information") are proprietary and confidential information of FF. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of FF to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 1.13.
1.14 Publicity. Merchant and each Owner only authorizes FF to use its, his or her name in a listing of clients and in advertising and marketing materials with their express written consent.
1.15 D/B/A's. Merchant hereby acknowledges and agrees that FF may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between FF and Merchant, including the filing of PPSA financing statements and other notices or filings.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant represents, warrants and covenants that as of this date and during the term of this Agreement:
2.1 Financial Condition and Financial Information. Its bank and financial statements, copies of which have been furnished to FF, and future statements which will be furnished hereafter at the discretion of FF, fairly represent the financial condition of Merchant at such dates, and since those dates there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise FF of any material adverse change in its financial condition, operation or ownership. FF may request statements at any time during the performance of this Agreement and the Merchant shall provide them to FF within 5 business days. Merchant's failure to do so is a material breach of this Agreement.

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Initials

2.2 Governmental Approvals. Merchant is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.
2.3 Authorization. Merchant, and the person(s) signing this Agreement on behalf of Merchant, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.
2.4 Insurance. Merchant will maintain business-interruption insurance naming FF as loss payee and additional insured in amounts and against risks as are satisfactory to FF and shall provide FF proof of such insurance upon request.
2.5 Electronic Check & Payment Processing Agreement. Merchant will not change its processor, add terminals, change its financial institution or bank account(s) or take any other action that could have any adverse effect upon Merchant's obligations under this Agreement, without FF's prior written consent. Any such change shall be a material breach of this Agreement.
2.6 Change of Name or Location. Merchant will not conduct Merchant's businesses under any name other than as disclosed to the Processor and FF or change any of its places of business.
2.7 Daily Batch Out. Merchant will batch out receipts with the Processor on a daily basis.
2.8 Estoppel Certificate. Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from FF to Merchant, execute, acknowledge and deliver to FF and/or to any other person, person firm or corporation specified by FF, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating the dates which the Purchased Amount or any portion thereof has been repaid.
2.9 No Bankruptcy. As of the date of this Agreement, Merchant does not contemplate and has not filed any petition for bankruptcy protection under the BIA and CCAA of the Canada Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptcy protection or is placed under an involuntary filing Protections 2 and 3 are immediately invoked.
2.10 Working Capital Funding. Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves the Receipts, whether in the form of a purchase of, a loan against, collateral against or the sale or purchase of credits against, Receipts or future check sales with any party other than FF.
2.11 Unencumbered Receipts. Merchant has good, complete and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of FF.
2.12 Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.
2.13 Default Under Other Contracts. Merchant's execution of and/ or performance under this Agreement will not cause or create an event of default by Merchant under any contract with another person or entity.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made; (c) Merchant shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts;(d) the sending of notice of termination by Guarantor; (e) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (f) Merchant shall transfer or sell all or substantially all of its assets; (h) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (i) Merchant shall use multiple depository accounts without the prior written consent of FF; (j) Merchant shall change its depositing account without the prior written consent of FF; (k) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; or (l) Merchant shall default under any of the terms, covenants and conditions of any other agreement with FF.
3.2 Remedies. In case any Event of Default occurs and is not waived pursuant to Section 4.4.1 hereof, FF may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Personal Guarantee) or any other legal or equitable right or remedy. All rights, powers and remedies of FF in connection with this Agreement may be exercised at any time by FF after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.
3.3 Costs. Merchant shall pay to FF all reasonable costs associated with (a) a breach by Merchant of the Covenants in this Agreement and the enforcement thereof, and (b) the enforcement of FF's remedies set forth in Section 4.2 above, including but not limited to court costs and attorneys' fees.
3.4 Required Notifications. Merchant is required to give FF written notice within 24 hours of any filing under the BIA and CCAA of the Canada Code. Merchant is required to give FF seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.
3.5 Fees. The undersigned shall pay to the Purchaser on demand (in addition to all debts and liabilities of the Merchant hereby guaranteed) all costs, charges and expenses (including, without limitation, legal and professional costs on a full indemnity basis) incurred by the Purchaser to enforce remittance of the unpaid revenue receipts and accrued transaction fees, together with default interest on the balance of unremitted revenue receipts and accrued transaction fees calculated from the date of payment by the Purchaser of each of such costs, charges and expenses until payment by the undersigned hereunder in the amount of 2.5% per month (the equivalent rate of 34.489% per annum).
3.6 Governing Law. Governing Law/Jurisdiction/Scope of Litigation. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto irrevocable attorn to the jurisdiction of the courts of the Province of Ontario. Notwithstanding any other applicable laws or rules, the parties hereby irrevocably agree that any action commence din respect of this Agreement will be commenced and heard in the City of Toronto, Ontario. The Merchant and the Principal each waive the right to participate in any class action or class-wide arbitration or to join or consolidate any such claims or disputes in respect of this Agreement with any third party.

IV. MISCELLANEOUS

4.1 Modifications. Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by FF.
4.2 Assignment. FF may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.
4.3 Notices. All notices, requests, consent, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement and shall become effective only upon receipt.
4.4 Waiver Remedies. No failure on the part of FF to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
4.5 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, FF and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of FF which consent may be withheld in FF's sole discretion. FF reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the Province of Governing Jurisdiction, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if FF so elects, be instituted in any court sitting in Canada, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by FF to transfer such proceeding to an Acceptable Forum.
4.6 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.
4.7 Severability. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.
4.8 Entire Agreement. Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and Security Agreement hereto embody the entire agreement between Merchant and FF and supersede all prior agreements and understandings relating to the subject matter hereof.
4.9 JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
4.10 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
4.11 Facsimile Acceptance. Facsimile signatures shall be deemed acceptable for all purposes.

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SECURITY AGREEMENT & GUARANTY

Merchant's Legal Name	D.B.A	BIN
Mehmet bora Kuzucan	US AIR COMPRESSOR (CANADA) INC.	705509883
Business Address		
5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada		

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to FF under the Merchant Agreement (the "Factoring Agreement"), Merchant hereby grants to FF a security interest in (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined in the Personal Property Security Act (the "PPSA"), now or hereafter owned or acquired by Merchant; and (b) all proceeds, as that term is defined in the PPSA (a and b collectively, the "Collateral").

Cross-Collateral. To secure Guarantor's payment and performance obligations to FF under this Security Agreement and Guaranty (the "Agreement"), Guarantor hereby grants FF a security interest in US AIR COMPRESSOR (CANADA) INC. (the "Additional Collateral").

Guarantor understands that FF will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement. Merchant and Guarantor each acknowledge and agree that any security interest granted to FF under any other agreement between Merchant or Guarantor and FF (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement. Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as FF deems necessary to perfect or maintain FF's first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes FF to file any financing statements deemed necessary by FF to perfect or maintain FF's security interest, which financing statement may contain notification that Merchant and Guarantor have granted a negative pledge to FF with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lienor may be tortuously interfering with FF's rights. Merchant and Guarantor shall be liable for and FF may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by FF in protecting, preserving and enforcing
FF's security interest and rights. Merchant further acknowledges that FF may use another legal name and/or D/B/A when designating the Secured Party, when the FF files the above-referenced financing statement(s).

Negative Pledge. Merchant and Guarantor each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral or the Cross-Collateral, as applicable.

Consent to Enter Premises and Assign Lease. FF shall have the right to cure Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or for summary eviction, FF may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that FF may enter into an agreement with Merchant's landlord giving FF the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and (b) to assign Merchant's lease to another qualified Merchant capable of operating a business comparable to Merchant's at such premises.

Remedies. Upon any Event of Default, FF may pursue any remedy available at law (including those available under the provisions of the PPSA), or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to FF Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Merchant Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in this Agreement and the Merchant Agreement, and (ii) at the time Merchant admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Merchant seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.

Guarantor Waivers. In the event that Merchant fails to make a payment or perform any obligation when due under the Merchant Agreement, FF may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral, Additional Collateral or Cross-Collateral FF may hold pursuant to this Agreement or any other guaranty. FF does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay any amount owed under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) FF's acceptance of this Agreement ; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to FF. In addition, FF may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement : (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to FF; (ii) release Merchant from its obligations to FF; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Merchant Amount plus any accrued but unpaid interest and Merchant's other obligations to FF under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that FF must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the BIA and CCAA of the Canada Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

Guarantor Acknowledgment. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

Joint and Several Liability. The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

Merchant #1 Mehmet bora Kuzucan SIN 149380479	Driver's License N/A	Signature bora@usaircompressor.com
Merchant #2 N/A SIN N/A	Driver's License N/A	Signature
Owner/Guarantor #1 Mehmet bora Kuzucan SIN 149380479	Driver's License N/A	Signature bora@usaircompressor.com
Owner/Guarantor #2 N/A SIN N/A	Driver's License N/A	Signature

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PERSONAL GUARANTEE

TO: Forward Funding DBA Forward Funding (FF) (the "**Purchaser**")

FOR GOOD AND VALUABLE CONSIDERATION (receipt of which is hereby acknowledged), the undersigned hereby guarantees payment on demand to the Purchaser of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by US AIR COMPRESSOR (CANADA) INC. a(n) N/A (the "Merchant") to the Purchaser, or remaining unpaid by the Merchant to the Purchaser, heretofore or hereafter incurred or arising, including all sums owing to the Purchaser under that certain Weekly Amount Agreement for the Sale of Future Receivables between the Purchaser and the Merchant dated 27/03/2026 (collectively, the "Obligations").

The undersigned further covenants and agrees with the Purchaser as follows:

1) This shall be a continuing guarantee and shall cover all the Obligations, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Purchaser, but the Purchaser shall not be obliged to take any action to exhaust its recourse against the Merchant, or under any other guarantee or security agreement, or against any other person, firm or corporation, before requiring or being entitled to payment from the undersigned of the Obligations. The undersigned is jointly and severally (solidarity, in Quebec) liable with the Merchant and any other person who is or becomes responsible with or for the Merchant towards the Purchaser. If this guarantee is signed by more than one person, then each of them is jointly and severally (solidarity, in Quebec) with the other.
2) No change in the name, objects, share capital, business, directors' powers, organization or management of the Merchant shall in any way affect the obligations of the undersigned, it being understood that this guarantee is to remain in effect, notwithstanding any change or changes in the name of the Merchant, and notwithstanding any reorganization of the Merchant, or its amalgamation with another or others, or the sale or disposal of its business in whole or in part to another or others.
3) The undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until the Purchaser has served written demand upon the undersigned to pay or otherwise observe or perform the undersigned's obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
4) In case of default the Purchaser may maintain an action upon this guarantee against the undersigned whether or not the Merchant is joined therein or separate action is brought against the Merchant or judgment obtained against it. The Purchaser's rights are cumulative and shall not be exhausted by the exercise of any of its rights hereunder or otherwise against the undersigned or by any number of successive actions until and unless all of the Obligations have been paid and the undersigned's obligations hereunder have been fully performed.
5) The undersigned shall pay to the Purchaser on demand (in addition to all debts and liabilities of the Merchant hereby guaranteed) all costs, charges and expenses (including, without limitation, legal and professional costs on a full indemnity basis) incurred by the Purchaser for the enforcement of this guarantee, together with interest calculated from the date of payment by the Purchaser of each of such costs, charges and expenses until payment by the undersigned hereunder in the amount of 2.5% per month (the equivalent rate of 34.489% per annum).
6) Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
7) Any notice or demand which the Purchaser may wish to give may be served on the undersigned either by personal service on the undersigned, or by service on the undersigned's legal personal representative, or by mailing the same by registered mail in an envelope addressed to the person to be served at the address of such person last known to the Purchaser, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed.
8) This guarantee shall be construed in accordance with the laws of the Province of Governing Jurisdiction and in any action thereon the undersigned shall be stopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them.
9) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
10) This guarantee and agreement on the part of the undersigned shall extend to and ensure to the Purchaser's benefit and the benefit of the Purchaser's successors and assigns and shall be binding on the undersigned and on his executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 27/03/2026.

Guarantor #1 Mehmet bora Kuzucan *Phone* N/A	*Signature* bora@usaircompressor.com
Guarantor #2 N/A *Phone* N/A	*Signature*

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UNDERWRITING & EFT PROGRAM FEE

A. THE FEE STRUCTURE

UNDER $5 000.00 = ***$99.00***
$5 000.00 - $10,000.00 = ***$199.00***
$10,001.00 - $25,000.00 = ***$399.00***
$25,000.00 - $50,000.00 = ***$499.00***
$50,000.00 & UP = ***$799.00***

B. NSF FEE (STANDARD) - ***$35.00 EACH***
UP TO FOUR TIMES ONLY BEFORE A DEFAULT IS DECLARED

C. REJECTED EFT - ***$100***
WHEN THE MERCHANT DIRECTS THE BANK TO REJECT OUR EFT.

D. BANK CHANGE FEE - ***$50.00***
WHEN THE MERCHANT REQUIRES CHANGE OF ACCOUNT TO BE DEBITED REQUIRING FORWARD FUNDING TO RECONFIGURE EFT COLLECTIONS.

E. BLOCKED ACCOUNT - ***$2,500.00***
WHEN THE MERCHANT BLOCKS ACCOUNT FROM OUR DEBIT EFT WHICH PLACES THEM IN DEFAULT (PER CONTRACT)

F. DEFAULT FEE - ***$2,500.00***
WHEN THE MERCHANT CHANGES BANK ACCOUNTS CUTTING US OFF FROM COLLECTIONS

G. ***PPSA RELEASE - $150.00***

MISCELLANEOUS SERVICE FEES. MERCHANT SHALL PAY CERTAIN FEES FOR SERVICES RELATED TO THE ORIGINATION AND MAINTENANCE OF ACCOUNTS WHICH MAY INCLUDE BUT NOT BE LIMITED TO:

MERCHANTS FUNDING IS DONE ELECTRONICALLY TO THEIR DESIGNATED BANK ACCOUNT AND CHARGED A FEE OF **$35.00** FOR A FED WIRE OR $**15.00** FOR AN EFT. THE FEE FOR UNDERWRITING AND ORIGINATION IS PAID FROM THE FUNDED AMOUNT IN ACCORDANCE WITH THE SCHEDULE ON THIS PAGE. IF MERCHANT IS UTILIZING A BRIDGE / CONTROL ACCOUNT, THERE IS AN UPFRONT FEE OF **$395.00** FOR THE BANK FEES AND ADMININSTRATIVE COSTS OF MAINTAINING SUCH ACCOUNT FOR EACH CASH ADVANCE AGREEMENT WITH MERCHANT. FUND TRANSFERS FROM BRIDGE / CONTROL ACCOUNTS TO MERCHANT'S OPERATING BANK ACCOUNT WILL BE CHARGED **$10.95** PER MONTH VIA EFT. THIS FEE WILL CONTINUE IF THE BRIDGE ACCOUNT REMAINS OPEN AFTER THE RTR IS PAID. MERCHANT WILL BE CHARGED **$50.00** FOR EACH CHANGE OF ITS OPERATING BANK ACCOUNT ONCE ACTIVE WITH FF. ANY ADMININSTRATIVE ADJUSTMENTS ASSOCIATED WITH CHANGES TO THE SPECIFIED PERCENTAGE WILL INCUR A FEE OF **$75.00** PER OCCURRENCE. (ALL FEES ARE SUBJECT TO CHANGE)

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Pre-Authorized Debit Form

I/we, on behalf of the Company (as defined below), authorize Forward Funding (hereinafter referred to as "FF"), and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions as per our Future Receivables Purchase Contract and all related charges with Forward Funding.
This is a variable charge that will be debited weekly in correlation to the agreed upon % of total monthly deposit average at our Company, as outlined in the Future Receivables Purchase Contact. We waived the right to receive pre-notifications of the amount of the PAD and agreed that Forward Funding does not require to give us advance notice of the number of PADs before the debit is processed.

The authority is to remain in effect until Forward Funding has fully recovered the amounts owing under the Future Receivables Purchase Contact, or until it has received written notification from me/us of its change or termination. This notification will be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting www.payments.ca

Forward Funding may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

I, (We) US AIR COMPRESSOR (CANADA) INC. Hereby Authorize, Forward Funding (Hereinafter known as "FF") to Electronically (EFT debit the Bank Account Below, of which I am a signer:

Banking Name		*Account No.*	*Branch & Transit No.*
N/A		N/A	N/A
Main Business Address			
5311 John Lucas Drive,, Burlington, ON, L7L6A8, Canada			
Type of Pre-Authorized Debit	*Amount*	*Payment %*	*Payment Frequency*
Business	$50,800	15.00 %	Weekly

This authorization is to remain in full force and effect until FF has received written notification from me at least 5 banking days prior of its termination to afford FF a reasonable opportunity to act on it.

Signer (Print name / Title)	*Signature*
Mehmet bora Kuzucan	
Date	bora@usaircompressor.com
27/03/2026	

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
EMTEE-CA8PE-NFW87-QTYEH

DOCUMENT COMPLETED BY ALL PARTIES ON
13 APR 2026 20:17:32 UTC

SIGNER	TIMESTAMP	SIGNATURE
EMAIL BORA@USAIRCOMPRESSOR.COM SHARED VIA LINK	SENT 27 MAR 2026 14:23:06 VIEWED 13 APR 2026 20:16:50 SIGNED 13 APR 2026 20:17:32	bora@usaircompressor.com IP ADDRESS 24.114.110.57 LOCATION MONTREAL, CANADA

THIS IS EXHIBIT “7” REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:

6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

BIZFUND .CA
LOYAL TO YOU AND YOUR GROWTH

c/o BizFund Canada LTD

MERCHANT CASH ADVANCE AGREEMENT

Agreement (this "Agreement" or "Merchant Agreement") dated May 25th, 2026 between, BizFund Canada LTD an Ontario corporation ("Purchaser"), and the Merchant listed below ("Merchant"). Purchaser and Merchant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties". Capitalized terms used in this Agreement shall have the respective meanings given to them in Section 5 of the attached Terms and Conditions (the "Terms"). The Terms are hereby incorporated into and made a part of this Agreement as if set forth in this Agreement in full.

MERCHANT INFORMATION

Merchant's Legal Name: US AIR COMPRESSOR
D/B/A: US AIR COMPRESSOR (CANADA
Province of Incorporation/Formation: ONTARIO
Type of entity: CORPORATION
Address of Executive Offices: 5311 JOHN LUCAS DRIVE, BURLINGTON, ON L7L 6A8
Mailing Address: SAME AS ABOVE
Date business started (mm/yy): 03/2019

IN CONSIDERATION OF THE PROMISES and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of Merchant and Purchaser, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Purchase and Sale of Future Receipts.

1.1 Merchant hereby sells, assigns, transfers and delivers to Purchaser absolutely, without recourse, all of its right, title and interest in, to and under its future Receipts in the amount specified below (the "Purchased Amount") for the purchase price specified below (the "Purchase Price"). Purchaser hereby purchases such future Receipts in the amount of the Purchased Amount (the "Purchased Receipts") for the Purchase Price on behalf of itself or on behalf of itself and/or as Agent for certain Syndicate Partners. Merchant hereby agrees that it retains no right, title, ownership or other interest, legal, beneficial or otherwise, in the Purchased Receipts.

1.2 Merchant and Purchaser agree that the Purchased Amount shall be delivered to Purchaser from the proceeds of the collection of the specified percentage (the "Specified Percentage") of Receipts set forth below. Merchant represents that the Specified Percentage of its average weekly receipts during the past three (3) months is approximately equal to the estimated specific weekly amount set forth below (the "Specific Weekly Amount"). Merchant shall establish, and shall maintain at all times during the duration of this Agreement and until all Merchant Obligations have been irrevocably satisfied in full, a depositary account (the "Specified Account") at a commercial bank or other financial institution selected by Merchant that is reasonably acceptable to Purchaser (the "Financial Institution"). Merchant hereby irrevocably authorizes Purchaser to effect pre- authorized debit ("PAD") payments ("PAD payments") on the Specified Account in an amount equal to the Specific Weekly Amount until Purchaser irrevocably receives an aggregate amount equal to all Merchant Obligations. Purchaser may effect PAD payments to the Specified Account on each Business Day in an amount equal to the Specific Weekly Amount, provided that on the Business Day prior to a legal bank holiday occurring during any business week P(Monday through Friday), Purchaser may affect a PAD payment to the Specified Account in an amount equal to twice the Specific Weekly Amount.

1.3 Merchant and Purchaser acknowledge that the Merchant's Receipts will depend upon Merchant's success in selling its products and services and the collection of payment therefor, that Merchant's average daily Receipts from and after the date of this Agreement may be more or less than the average of Merchant's daily Receipts during the three (3) months prior to the date of this Agreement and that there is no assurance that the Specified Percentage of Merchant's Receipts will be sufficient to enable Purchaser to collect Receipts in a total amount equal to the Purchased Amount. There is no time period during which the Purchased Amount of Receipts must be collected by Purchaser and there is no interest rate or required amortization schedule associated therewith. If Receipts arise more slowly than Purchaser anticipates because Merchant's business slows, or if the Purchased Amount is not collected in full because Merchant becomes bankrupt or otherwise ceases operations in the ordinary course of business, Merchant will have no obligation or liability to Purchaser unless Merchant has breached a representation, warranty, covenant or other obligation on its part to be performed under this Agreement. For greater certainty, the Parties agree that there is no fixed term, maturity date or deadline by which Purchaser must receive the Purchased Amount. All estimates or projections are non-binding and shall not create any repayment schedule or debt-like obligation.

1.4 Consequently, Merchant and Purchaser intend and agree that the transactions provided for in this Agreement constitute a purchase and sale of future Receipts at a discount for all purposes and shall in no event constitute, or be deemed or construe to constitute, a loan transaction. This Agreement has no term but shall remain in full force and effect until all Merchant Obligations have been irrevocably satisfied in full.

1.5 This Agreement shall become effective and binding upon Merchant and Owner/Guarantor when it is executed and delivered by Merchant and Purchaser provides funds to pay the Purchase Price, even if Purchaser has not executed and delivered to Merchant a counterpart of this Agreement.

1.6 The Parties expressly acknowledge that this Agreement constitutes an absolute, irrevocable and unconditional sale, assignment and transfer of the Purchased Receipts to Purchaser. Merchant has no right or ability to repurchase, redeem or reacquire the Purchased Receipts. Nothing in this Agreement shall be construed to create any loan, debt, repayment obligation, interest, principal balance, amortization schedule, term, or financing arrangement of any kind. Purchaser assumes the risk that the Purchased Receipts may be collected more slowly than expected or may never be generated at all, except where Merchant breaches this Agreement.

1.7 Purchaser assumes the risk that Receipts may decline, slow, or never materialize for any reason arising from Merchant’s business operations. A reduction in Receipts, seasonality, economic conditions, or business interruption shall not constitute a default, absent breach of Merchant’s covenants.

1.8 **No Recourse; No Deficiency.** Purchaser acknowledges that it is purchasing future Receipts and assumes the risk that such Receipts may never be generated. If Merchant ceases operations, becomes insolvent, or files for bankruptcy without having breached its representations, warranties, or covenants under this Agreement, Purchaser shall have no claim for any deficiency and Merchant shall have no obligation to deliver any amount beyond Receipts actually generated and collected prior to such event.

Section 2. Authorization of PAD payments.

2.1 Merchant shall irrevocably authorize and instruct the Financial Institution to honor and effect the PAD payments permitted by this Agreement by properly completing, executing and delivering to the Financial Institution, with a copy to Purchaser, a written authorization substantially in the form attached to this Agreement as Appendix B. Merchant shall not change the Specified Account or the Financial Institution without the express prior written consent of Purchaser, which Purchaser may give or withhold in its sole discretion. Merchant shall ensure that all of its Receipts are deposited in or otherwise credited to the Specified Account; provided that Merchant shall only deposit, or permit to be deposited, Purchased Receipts into the Specified Account. Merchant shall not block or otherwise interfere with Purchaser's access to the Specified Account to effect PAD payments in accordance with the terms of this Agreement. Notwithstanding the foregoing provisions of this Section 2.1, Merchant may revoke such authorization and change the financial institution at which it maintains a depositary account in accordance with the form attached to this Agreement as Appendix B. All PAD debits are variable estimates only and shall adjust through reconciliation to reflect actual Receipts. PAD amounts do not create any fixed payment schedule or repayment obligation.

2.2 Merchant shall provide Purchaser with all such other access codes and other information or documents necessary to enable Purchaser to affect the PAD payments provided for in Section 1.2 or elsewhere in this Agreement, as well as all monthly bank statements relating to the Specified Account, promptly upon Purchaser's request. Merchant shall be responsible for, and shall pay upon demand, any fees or costs incurred by Purchaser as a result of any dishonor of a PAD payment permitted by this

Agreement. Purchaser shall in no event be responsible or liable to Merchant or the Financial Institution for any fees, costs or other expenses arising or resulting from or in connection with any rejected PAD payment transaction or overdraft that may result from Purchaser effecting or attempting to effect a PAD payment permitted by this Agreement.

2.3 Without the express prior written consent of Purchaser, which Purchaser may give or withhold in its sole discretion, Merchant will not (a) permit to occur or suffer to exist any event that could cause the diversion of any of Merchant's Receipts to any account with a financial institution other than the Financial Institution or to any account with the Financial Institution other than the Specified Account; (b) change the arrangements with the Financial Institution or with respect to the Specified Account or the relevant access codes or other information with respect thereto in any way that is adverse to Purchaser; (c) directly or indirectly make any promise or offer with respect to, or provide, any incentive, economic or otherwise, such as, but not limited to, loyalty points for payment by credit card or any other method other than cash, a personal cheque or other cash equivalent, the effect or result of which could be to (i) discourage the generation of a Receipt that is not deposited in the Specified Account, or induce a customer of Merchant to pay for Merchant's goods or services with any means other than cash, a personal cheque or other cash equivalent; or (d) take any other action that could have any adverse effect upon Merchant's Obligations or Purchaser's rights or remedies under this Agreement or fail to take any action if such failure could have such adverse effect.

Section 3. Reconciliations.

Either Party may request a reconciliation of Merchant's account under this Agreement (a "Reconciliation Request") by providing written notice to the other Party. Promptly upon receiving a Reconciliation Request from Purchaser, and together with any a Reconciliation Request made by Merchant, Merchant shall provide to Purchaser, true, correct and complete copies of all bank statements relating to the Specified Account and all monthly statements of any bank or other financial institution at which Merchant or any of its Affiliates maintain or have maintained a depositary or other account since the date of this Agreement through the end of the calendar month immediately prior to the calendar month in which the Reconciliation Request is made (collectively, the "Account Statements"). Any Reconciliation Request shall be in writing and given in accordance with the notice provisions set forth in Section 11.13. Merchant may request reconciliation at any time and from time to time, without limitation. Purchaser shall complete any reconciliation request within five (5) Business Days and shall not deny reconciliation solely due to decreased Receipts.

3.1 As soon as reasonably practicable after receipt of all Account Statements, Purchaser shall provide to Merchant, without charge, a statement (a "Reconciliation Statement") that sets forth: (a) the total amount of Receipts that Merchant originated after the date of this Agreement, (b) the amount equal to the product of the Specified Percentage and the total amount of Receipts that originated after the date of this Agreement, and (c) the aggregate amount of the PAD payments effected by Purchaser pursuant to Section 1.2. The Reconciliation Statement shall provide the foregoing information as of the last day of the calendar month immediately prior to Purchaser's receipt of the Reconciliation Request. Reconciliation shall ensure that all debits made reflect the Specified Percentage of actual Receipts. PAD amounts are estimates only and do not create any obligation to make fixed periodic payments.

3.2 Each Reconciliation Statement shall be final, binding and conclusive on Merchant, absent manifest error. Within ten (10) Business Days after the delivery of a Reconciliation Statement, Purchaser shall either deposit into the Specified Account the amount, if any, by which the amount described in clause (c) of Section 3.2 as set forth in such Reconciliation Statement exceeds the amount described in clause (b) of Section 3.2 as set forth in such Reconciliation Statement, or shall debit by PAD payment the Specified Account in the amount, if any, by which the amount described in clause (b) of Section 3.2 as set forth in such Reconciliation Statement exceeds the amount described in clause (c) of Section 3.2 as set forth in such Reconciliation Statement.

3.3 In the event that Merchant fails to deliver all such Account Statements on a timely basis, Purchaser shall have no obligation under this Agreement or otherwise to provide a Reconciliation Statement with respect to such Reconciliation Request. A failure by Merchant to make a Reconciliation Request with respect to any period, or to provide Account Statements pursuant to Section 3.2 with respect to a Reconciliation Request, shall not constitute a waiver by Merchant of its right to make a Reconciliation Request in accordance with this Section 3 on a future occasion.

Section 4. Certain Adjustments; Fees.

4.1 Notwithstanding and in addition to Merchant's right to make a Reconciliation Request pursuant to Section 3.1, Merchant may request that Purchaser adjust, and Purchaser in its sole discretion may adjust, the Specified Percentage, the Specific Daily Amount, any Fee or any other payment due under this Agreement to a percentage or an amount Purchaser deems appropriate in its sole discretion. Upon the occurrence of an Event of Default arising from a material breach of Merchant's representations, warranties or covenants (other than a mere decline in Receipts), Purchaser shall have the right to enforce its ownership rights in the Purchased Receipts and pursue remedies permitted under applicable law. Nothing herein shall convert this Agreement into a loan or create personal liability for uncollected Receipts absent breach..

4.2 In addition to the foregoing, Merchant shall be responsible for and shall pay when due all fees, costs and expenses provided for in Appendix A attached to this Agreement (collectively "Fees"). Appendix A is hereby incorporated into and made a part of this Agreement as if set forth in this Agreement in full. Subject to applicable law, Purchaser may apply amounts collected hereunder to the Merchant Obligations in such manner as Purchaser chooses in its sole discretion

4.3 Purchaser may not accelerate delivery of the uncollected Purchased Amount solely due to a decline in Receipts or changes in Merchant's business performance. Acceleration is permitted only upon a breach of Merchant's covenants or misrepresentation

4.4 No fee, penalty, or charge shall apply solely because Merchant's Receipts decrease or fluctuate.

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER OR GUARANTOR IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR MISREPRESENTATION.

Purchase Price:	Specified Percentage:	Daily Amount:	Weekly Amount:	Purchased Amount:
$70,000.00	7%	$753.80	$3,769.00	$98,000.00

What is the Initial Specific Daily or Weekly Amount?

The Specific Daily/Weekly Amount is an initial estimate of your average daily sales revenue multiplied by the Specified Percentage. We will debit the Specific Daily/Weekly Amount from your Specified Account each Business Day or one Business Day per week (if weekly), subject to your actual revenue. We based the Initial Specific Daily/Weekly Amount on information you provided or made available to us to calculate your average revenue over a period of time prior to the date of this Agreement. Please refer to Section 3 of this Agreement for how you can adjust the Specific Daily Amount.

Merchant acknowledges that it is a sophisticated commercial entity, has had the opportunity to seek independent legal and financial advice, and is entering into this Agreement for commercial purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written:

MERCHANT (#1)

By **MEHMET KUZUCAN BORA**
(Print Name and Title):

Signed by:
Mehmet kuzucan Bora
5277C081B6C641B...

Sign Here

(Signature)

OWNER/GUARANTOR #1

By**MEHMET KUZUCAN BORA**
(Print Name):

Signed by:
Mehmet kuzucan Bora
5277C081B6C641B...

Sign Here

(Signature)

MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS

Section 5. Definitions.

Capitalized terms used in this Agreement shall have the respective meanings set forth below in this Section 5:

"Account Statements" has the meaning set forth in Section 3.1.

"Advisor" has the meaning set forth in Section 9.

"Affiliate" of any Person means any other Person controlling, controlled by or under common control with such Person.

"Agent" means Purchaser, acting in its capacity as the administrative agent for the Syndicate Partners in connection with this Agreement and the transactions contemplated hereby.

"Agreement" has the meaning set forth in the heading to this Agreement and includes all extensions, renewals, amendments and other modifications and restatements thereof. Any reference herein to this "Agreement" or this "Merchant Agreement" includes these Terms.

"Ancillary Document" means the Guarantee and any other agreement, document or instrument delivered by Merchant and/or Owner/Guarantor pursuant to or in connection with this Agreement or the transactions contemplated hereby and in each case includes all extensions, renewals, amendments and other modifications and restatements thereof.

"Bankruptcy Case" means any bankruptcy, insolvency, arrangement, reorganization, liquidation or other debt-relief Proceeding under applicable law.

"Business Day" means any day other than on a day on which commercial banks in Toronto, Ontario or in the principal place of business of Financial Institution, are not authorized to be open or are required to be closed for commercial transactions under applicable law, rule or regulation.

"Event of Default" has the meaning set forth in Section 7.1.

"Fees" has the meaning set forth in Section 4.2.

"Financial Institution" has the meaning set forth in Section 1.2.

"Guarantee" means the Guarantee at the end of this Agreement executed by Owner/Guarantor and includes all extensions, renewals, amendments and other modifications and restatements thereof.

"Liens" has the meaning set forth in Section 6.3.

"Merchant" has the meaning set forth in the heading to this Agreement.

"Merchant Agreement" has the meaning set forth in the heading to this Agreement.

"Merchant Confidential Information" has the meaning set forth in Section 9.

"Merchant Obligations" means the Purchased Amount Balance, together with any and all Fees and all other payment obligations of Merchant to Purchaser pursuant to this Agreement and any other Ancillary Document, including all fees, costs and expenses of investigation, court costs and fees and expenses of legal counsel and other professionals.

"Owner/Guarantor" means the member, shareholder or other owner of Merchant who has executed this Agreement and/or the Guarantee.

"Party" and "Parties" have the respective meanings set forth in the heading to this Agreement, except that in Section 10, the terms "Party and "Parties" shall also include any Owner/Guarantor that has executed this Agreement or any Ancillary Document.

"Person" means any individual, corporation, limited or general partnership, limited liability partnership, unlimited liability corporation, joint venture, trust, association or other entity.

"PPSA" means the Personal Property Security Act in effect from time to time in the province or territory in which the Merchant is organized.

"Proceeding" means any claim, demand, action, suit or proceeding at law, in equity or otherwise, including any arbitration.

"Purchase Price" has the meaning set forth in Section 1.1.

"Purchased Amount" has the meaning set forth in Section 1.1.

"Purchased Amount Balance" has the meaning set forth in Section 4.1.

"Purchased Receipts" has the meaning set forth in Section 1.1.

"Purchaser" has the meaning set forth in the heading to this Agreement.

"Purchaser Advisor" has the meaning set forth in Section 9.

"Purchaser Confidential Information" has the meaning set forth in Section 9.

"Receipt" means any and all payments Merchant receives for the sale of goods or services in the ordinary course of business from, on account of or in connection with any and all invoices, accounts, contract rights and other payment obligations arising after the date of this Agreement with or by any customer or client of Merchant or other third parties having a business relationship with Merchant, whether such payment is made in cash or by cheque, money order, wire transfer or any in other form.

"Reconciliation Request" has the meaning set forth in Section 3.1.

"Reconciliation Statement" has the meaning set forth in Section 3.2.

"Security Agreement" means the security agreement set forth in Section 11.15.

"Specific Weekly Amount" has the meaning set forth in Section 1.2.

"Specified Account" has the meaning set forth in Section 1.2.

"Specified Percentage" has the meaning set forth in Section 1.2.

"Syndicate Partners" means those Persons that have acquired a participation interest in the transactions contemplated by this Agreement.

"Terms" has the meaning set forth in the heading to this Agreement.

Section 6. Representations, Warranties and Covenants of Merchant.

By executing and delivering this Agreement, Merchant acknowledges, represents, warrants, covenants and agrees to and with Purchaser as follows:

6.1 Organization and Good Standing. Merchant is the type of entity specified on the first page of this Agreement and is duly organized and in good standing in its jurisdiction of formation specified on the first page of this Agreement. Merchant is duly qualified or licensed to do business in each jurisdiction in which the operation of its business or the location of its properties or assets requires such qualification or licensing. Merchant is a valid business and Merchant is entering into this

Agreement for business purposes only and not as a consumer for personal, family or household purposes. Merchant understands, acknowledges and agrees it is not entitled to the rights and protections that are afforded to consumers under federal, provincial and territorial law with respect to consumer loans.

6.2 Authorization. Merchant has full power and authority to execute and deliver this Agreement and any Ancillary Document to which it is a party, and to incur and perform its obligations under this Agreement and each such Ancillary Document. Owner/Guarantor has full capacity, power and authority to execute and deliver this Agreement on behalf of Merchant and any Ancillary Document to which it is a party, and to incur and perform its obligations under each such Ancillary Document. Merchant and each such Owner/Guarantor have duly authorized, executed and delivered this Agreement and any such Ancillary Document and each of this Agreement and any such Ancillary Document constitutes their respective legal, valid and binding obligations, enforceable against them in accordance with their respective terms.

6.3 No Conflict. Neither the execution, delivery nor performance of this Agreement or any Ancillary Document by Merchant or any Owner/Guarantor does or will, with or without the giving of notice or the passage of time, or both, (a) conflict with, violate, breach, cause a default or give rise to a right of acceleration in favor of any third Person under (i) the constituent documents of Merchant or any such Owner/Guarantor; (ii) any law, rule or regulation binding on Merchant or any such Owner/Guarantor; or (iii) any contract, agreement, trust or other understanding, commitment or arrangement, whether written or oral, to which Merchant or any such Owner/Guarantor is a party or by which any of them, or their respective properties or assets, is bound; (b) require the consent, authorization or approval of, or the giving of notice to, any governmental agency or authority under any applicable law, rule or regulation; or (c) result in the creation of any claim, charge, restriction, condition, option, right, mortgage, security interest, equity, pledge, lien or other encumbrance of any kind or nature whatsoever (collectively, "Liens") upon any or all of the properties or assets of Merchant or Owner/Guarantor.

6.4 **Financial Condition and Financial Information.**

(a) All of the information and statements made in Merchant's application for the purchase and sale transaction provided for in this Agreement are true, correct and complete. Merchant will promptly notify Purchaser if any of such information or statement is no longer true, correct or complete. Merchant's financial statements, true, complete and correct copies of which have been furnished to Purchaser, fairly present in all material respect the financial condition and results of operations of Merchant at their respective dates, and for the periods then ended, and since those dates there has been no material adverse change, financial or otherwise, in the business, operations, financial condition, results of operations, assets or liabilities, prospects or ownership of Merchant. Any financial statements delivered by Merchant to Purchaser pursuant to this Agreement will be true, correct and complete and will fairly present in all material respects the financial condition and results of operations of Merchant as of their respective dates and for the respective periods then ending. Merchant shall promptly advise Purchaser of any material adverse change in its business, operations, financial condition, results of operations, assets, liabilities, prospects or ownership. Merchant shall provide to Purchaser within five (5) Business Days after Purchaser's request therefor, true, correct and complete copies of all such other financial statements, bank statements or other documents relating to Merchant's financial condition or results of operations, all of which shall be true, correct and complete.

(b) Merchant authorizes Purchaser and its agents to investigate Merchant's financial responsibility, credit worthiness and financial history, and will provide to Purchaser any bank or financial statements, tax returns, etc., as Purchaser deems necessary in its sole discretion prior to or at any time after the execution of this Agreement. A photocopy of this Agreement shall be deemed as acceptable for release of such information by the various credit services and financial institutions. Purchaser is authorized to request updates with respect to such information from time to time as it deems appropriate in its sole discretion. Merchant shall authorize its bank(s) to provide to Purchaser Merchant's banking and/or credit card processing history to assist Purchaser in evaluating the transactions contemplated by this Agreement.

(c) Merchant and each Person signing this Agreement on behalf of Merchant and/or as Owner/Guarantor, in respect of himself personally, authorizes Purchaser to disclose information concerning Merchant's and each Owner/Guarantor's credit standing (including credit bureau reports that Purchaser obtains) and business conduct to agents, Affiliates, subsidiaries, Syndicate Partners, Purchaser's funding sources and credit reporting bureaus. Merchant and each Owner/Guarantor hereby waives and releases to the maximum extent permitted by law any claim for damages against Purchaser or any of its Affiliates relating to any (i) investigation undertaken by or on behalf of Purchaser permitted by this Agreement, or (ii) disclosure of information permitted by this Agreement.

6.5 Title to Assets; No Liens. Merchant has good, complete and marketable title to all of the properties and assets used in its business, free and clear of any and all Liens or any other rights or interests that may be inconsistent with the transactions contemplated hereby, or adverse to the interests of Purchaser. Merchant will not incur, permit or suffer to exist any Lien on the Purchased Receipts.

6.6 Conduct of Business; Compliance with Laws. Merchant shall conduct its business in the ordinary course, consistent with past practice, and shall use its best efforts to continue its business at least at the same level as on the date of this Agreement. Merchant has no current plans to close its business for any reason, and agrees that until all Merchant Obligations have irrevocably been satisfied in full, Merchant will not close its business on a temporary basis for renovation, repairs or other similar purposes without the express prior written consent of Purchaser, which consent Purchaser may give or not give in its sole discretion. Merchant shall use the proceeds of the Purchase Price solely in connection with the operation of its business. Merchant will not incur any debts outside the ordinary course of business, will not make any loans, advances or other extension of credit to any Person or guarantee or otherwise become liable for the debts or obligations of any other Person, except for the endorsement of negotiable instruments in the ordinary course of business. Merchant is currently in compliance and shall continue to comply with all laws, rules and regulations applicable to its business, operations, properties and assets and it has valid and in full force and effect, and will continue to maintain in full force and effect and operate its business in compliance with, all necessary or advisable permits, authorizations and licenses to own, operate and lease its properties and assets as and where they are located and to conduct the business in which it is presently engaged. Without limiting the foregoing, Merchant shall pay all required taxes on a timely basis, including employment taxes and withholdings, sales and use taxes and, if applicable, real estate taxes. For the avoidance of doubt, this Section 6.6 does not constitute a covenant or agreement by Merchant that it will not cease conducting its business should circumstances in the Merchant's business beyond its control so require.

6.7 Certain Matters as to the Receipts and Payments. The Purchase Price is in full payment for the purchase, at an agreed-upon discount, of the future Receipts pursuant to this Agreement and equals the fair market value of the Purchased Receipts. Purchaser has purchased and upon the funding under this Agreement, without any other action or the delivery of any other document or instrument by Merchant, shall have good, complete and marketable title to all the Purchased Receipts as and when the Purchased Receipts arise, free and clear of any and all Liens. If, notwithstanding Section 1.3, a court re-characterizes the purchase and sale transaction provided for in this Agreement as a loan transaction, determines that any collections by Purchaser pursuant to this Agreement constitute interest, determines that such payments are in excess of the highest rate permitted by applicable law or otherwise determines that the transactions provided for in this Agreement are subject to the usury laws of any jurisdiction, the Purchase Price or the Purchased Amount shall automatically be adjusted to a payment amount that will equal the maximum amount permitted by applicable law. Purchaser shall promptly refund to Merchant any payments received by Purchaser in excess of the maximum lawful amount, it being intended that Merchant not contract to pay or pay, and that Purchaser not contract to receive or receive, directly or indirectly in any manner whatsoever, any payment in excess of that which may be paid by Merchant under applicable law.

6.8 No Bankruptcy Pending. During the six (6) months ending on the date of this Agreement, neither Merchant nor Owner/Guarantor has contemplated (or contemplates) or has commenced (a) any Bankruptcy Case; (b) any petition or other Proceeding seeking the appointment of a receiver, administrator, liquidator or other person for the marshalling, sale or liquidation of its properties or assets; or (c) an assignment for the benefit of its creditors, and there has been no involuntary petition or Proceeding brought or is pending against Merchant or Owner/Guarantor for any of the foregoing purposes. Neither Merchant nor Owner/Guarantor is insolvent or has admitted in writing its inability to pay its debts as they mature. Merchant does not anticipate commencing any such Bankruptcy Case, petition or other Proceeding and it does not anticipate that any such involuntary petition or Proceeding will be filed against it during the next twelve (12) months. For the avoidance of doubt, this Section 6.8 does not constitute a covenant or agreement by Merchant that it will not commence or become subject to a Bankruptcy Case in the next twelve (12) months should circumstances in the Merchant's business beyond its control so require.

6.9 Working Capital Funding. Merchant has not and shall not enter into any arrangement, agreement or commitment that relates to or involves the Purchased Receipts, whether in the form of a purchase of, a loan against, collateral against or the sale, assignment, transfer, factoring or purchase of credits against, Receipts, cash deposits or receipts or future sales with any Person other than Purchaser without Purchaser's prior express written consent, which Purchaser may or may not give in its sole discretion. Purchaser may share information regarding this Agreement with any third person in order to determine whether Merchant is in compliance with the provisions of this Section 6.9. Upon the irrevocable satisfaction in full of all Merchant Obligations, the restrictions contained in this Section 6.9 shall terminate.

6.10 Insurance. Merchant will maintain in full force and effect liability, property and casualty and business- interruption insurance policies in such amounts and against such risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.

6.11 Change of Name or Location. Merchant will not conduct its business(es) under any name other than as set forth in the heading to this Agreement or change its name or the location of its incorporation or other organization or any of its places of business without providing Purchaser express written notification at least twenty (20) Business Days in advance of any such change.

6.12 Notice of Certain Events. Merchant shall give Purchaser written notice of its intention to file a Bankruptcy Case at least five (5) Business Days prior to the filing of any Bankruptcy Case. Merchant shall give Purchaser written notice of its intention to enter into or consummate any transaction described in Section 7.1(c) or Section 7.1(d) at least ten (10) Business Days prior to the closing of any such transaction. Merchant shall give Purchaser advance notice of at least one (1) Business Day in the event that sufficient funds will not be available in the Specified Account to permit Purchaser to effect PAD payments in accordance with the terms of this Agreement.

6.13 Estoppel Certificate. Merchant will at any time, and from time to time, upon at least one (1) Business Day's prior notice from Purchaser, execute, acknowledge and deliver to Purchaser and/or to any other Person specified by Purchaser, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification) and stating the dates on which the Purchased Amount or any portion thereof has been collected.

6.14 Publicity. Purchaser may include Merchant's name in a listing of its clients and in its advertising and marketing materials. Purchaser may in its discretion disclose to Syndicate Partners information about this Agreement and the transactions contemplated hereby.

6.15 D/B/A's. Purchaser may be using "doing business as" or "dba" names in connection with various matters relating to this Agreement and the transactions contemplated hereby, including the filing of PPSA financing statements and other notices or filings.

MERCHANT ACKNOWLEDGES AND AGREES THAT EACH OF ITS ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS SET FORTH IN THIS SECTION 6 OR ELSEWHERE IN THIS AGREEMENT IS MATERIAL, THAT PURCHASER HAS RELIED THEREON IN ENTERING INTO THIS AGREEMENT AND THAT A BREACH OR VIOLATION OF ANY OF THEM SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT. ALL SUCH REPRESENTATIONS AND WARRANTIES SHALL BE CONTINUING REPRESENTATIONS AND WARRANTIES AND SHALL SURVIVE THE EXECUTION, DELIVERY, PERFORMANCE AND THE TERMINATION OF THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.16 A “Material Adverse Change” means a material adverse change arising from Merchant’s intentional misconduct, fraud, misrepresentation, unlawful diversion of Receipts, or unauthorized transfer of assets that materially impairs Purchaser’s ownership rights in the Purchased Receipts .Segregation of Purchased Receipts. Purchased Receipts are the sole and exclusive property of Purchaser from the moment they arise. Merchant shall hold any Purchased Receipts it receives in trust for Purchaser until transferred.

6.17 Merchant acknowledges that the Purchased Receipts were absolutely transferred to Purchaser and shall not form part of Merchant’s estate under the Bankruptcy and Insolvency Act (Canada) (“BIA”). Merchant shall immediately notify Purchaser of any insolvency filing, and shall segregate all Purchased Receipts received after such filing.

6.18 If Merchant’s business is interrupted due to events beyond its control—including fire, flood, illness, supply chain disruption, or government shutdown—Purchaser shall suspend PAD debits until operations resume, provided Merchant notifies Purchaser promptly.

6.19 Segregation of Purchased Receipts. Purchased Receipts are the sole and exclusive property of Purchaser from the moment they arise. Merchant shall hold any Purchased Receipts it receives in trust for Purchaser until transferred.

Section 7. Events of Default and Remedies.

7.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) Merchant breaches or violates any covenant, agreement or other obligation contained in this Agreement (including any breach or violation of Section 2.1, Section 2.2 or Section 2.3 or any failure to provide a timely notice of certain events pursuant to Section 6.12) or any Person other than Purchaser that is a party to an Ancillary Document breaches or violates any covenant, agreement or other obligation of such other Person contained in such Ancillary Document;

(b) Any representation or warranty of Merchant contained in this Agreement, or any representation or warranty of any Person other than Purchaser in any Ancillary Document, shall prove to be incorrect, incomplete, false or misleading in any material respect when made or at any time thereafter until all Merchant Obligations shall have been irrevocably satisfied in full;

(c) Merchant sells, assigns, conveys or otherwise transfers all or substantially all of its assets or makes or sends any notice of an intended bulk sale of its properties and assets without, in any such case, (i) the prior express written consent of Purchaser, which Purchaser may give or withhold in its sole discretion, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations (including all Merchant Obligations) under this Agreement pursuant to documentation satisfactory to Purchaser in its sole discretion;

(d) Merchant reorganizes, merges or consolidates with, or otherwise effects a business combination with, any Person, as a result of which the ownership of Merchant after such transaction is materially different than such ownership immediately prior to such transaction, without, in any such case, (i) the prior express written consent of Purchaser, which Purchaser may give or withhold in its sole discretion, and (ii) the written agreement of the surviving Person in such reorganization, merger, consolidation or other business combination, as the case may be, to the assumption of all of Merchant's obligations (including all Merchant Obligations) under this Agreement pursuant to documentation satisfactory to Purchaser in its sole discretion;

(e) Merchant takes any action, or fails to take any action, that could have the effect of encumbering the cash flow of its business or unduly straining the viability of its operations; or

(f) Any Owner/Guarantor revokes or otherwise terminates its Guarantee, or such Guarantee otherwise becomes invalid or unenforceable.

(g) For the avoidance of doubt, the filing of a Bankruptcy Case by Merchant, the commencement of any insolvency proceeding, or the cessation of Merchant’s business operations due solely to business failure, without fraud, intentional misconduct, or diversion of Purchased Receipts, shall not constitute an Event of Default under this Agreement.

7.2 Remedies. In case any Event of Default occurs and is not expressly waived pursuant to Section 11.3, Purchaser may, without any demand or notice of any kind, all of which Merchant hereby waives, proceed to protect and enforce its rights or remedies set forth below in this Section 7.2 and such other rights and remedies available to it under applicable law, whether by suit for specific performance or other equitable relief or by action at law, or both, or otherwise, including an action for breach of this Agreement and monetary damages as a result thereof:

(a) Purchaser may enforce the provisions of the Guarantee against the Owner/Guarantor;

(b) Purchaser may enforce its rights under Section 11.13 and pursue any and all remedies available to it under the PPSA; or

(c) Purchaser may debit Merchant's depository accounts wherever situated by means of PAD payment or facsimile signature on a computer-generated cheque drawn on Merchant's bank account or otherwise for an amount equal to the Merchant Obligations.

7.3 Remedies Cumulative; Costs. All rights and remedies of Purchaser under this Agreement or applicable law are cumulative and not exclusive. The exercise by Purchaser of any one or more of such rights or remedies on any occasion or with respect to any Event of Default shall not preclude or be deemed to waive the exercise of any other such right or remedy on the same or any other occasion or with respect to the same or any other Event of Default. Merchant shall pay to Purchaser all costs and expenses Purchaser incurs as result of or in connection with (a) a breach by Merchant of any of its obligations under this

Agreement, and (b) enforcement of Purchaser's rights and remedies under this Agreement or applicable law, including fees, costs and expenses of investigation, court costs and fees and expenses of legal counsel and other professionals.

Section 8. Exculpation and Indemnification.

8.1 Exculpation. In no event will Purchaser, as principal or Agent, or any Syndicate Partner, or any of their respective officers, directors, managers, members, shareholders, employees, agents or consultants, be liable for any claim asserted by Merchant or any Owner/Guarantor under any legal theory (a) as a result of any action taken or omitted to be taken by Purchaser in accordance with and pursuant to this Agreement or any Ancillary Document or (b) for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and Owner/Guarantor.

8.2 Indemnification of Purchaser. Merchant shall indemnify and hold harmless Purchaser, as principal and as Agent, and the Syndicate Partners, and their respective officers, directors, managers, members, shareholders, employees, agents and consultants, and the successors, assigns, executors, personal representatives and heirs of each of the foregoing, from and against any and all direct and indirect losses, damages, claims, liabilities, costs and expenses (including fees, costs and expenses of investigation, court costs and fees and expenses of legal counsel and other professionals) incurred or suffered as a result of or in connection with (a) Merchant and Owner(s)/Guarantor(s) entering into this Agreement and the Ancillary Documents with Purchaser or performing or failing to perform their respective obligations pursuant to this Agreement and the Ancillary Documents ; (b) actions taken by the Financial Institution in reliance upon information or instructions provided by Purchaser; (c) actions taken by any other third Person as a result of Purchaser exercising its rights or remedies under this Agreement or any Ancillary Document; and (d) any fees, costs or other expenses described in the last sentence of Section 2.2.

8.3 Indemnification of Financial Institution. Merchant shall indemnify and hold harmless Financial Institution and its successors and assigns from and against any and all direct and indirect losses, damages, claims, liabilities, costs and expenses (including fees, costs and expenses of investigation, court costs and fees and expenses of legal counsel and other professionals) incurred or suffered by Financial Institution as a result of or in connection with (a) Merchant and Owner(s)/Guarantor(s) entering into this Agreement and the Ancillary Documents with Purchaser or performing or failing to perform their respective obligations pursuant to this Agreement and the Ancillary Documents ; and (b) actions taken by Financial Institution in reliance upon information or instructions provided by Purchaser.

Section 9. Confidentiality.

Merchant understands and agrees that the terms and conditions of the products and services offered by Purchaser, including without limitation this Agreement, the Ancillary Documents and any other documentation produced or provided by Purchaser in connection with the transactions contemplated by this Agreement (collectively, "Purchaser Confidential Information"), are the proprietary and confidential information of Purchaser. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information to any Person other than legal counsel, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 9. Purchaser understands and agrees that the documentation and information it received from Merchant upon evaluating and reviewing Merchant's eligibility for a funding and all subsequent confidential information of Merchant (collectively, "Merchant Confidential Information"), are the proprietary and confidential information of Merchant. Accordingly, unless disclosure is required by law or court order, Purchaser shall not disclose Merchant Confidential Information to any Person other than legal counsel, accountant, financial advisor or employee of Purchaser who needs to know such information for the purpose of advising Purchaser ("Purchaser Advisor") or a Syndicate Partner, provided the Purchaser Advisor uses such information solely for the purpose of advising Purchaser, and the Syndicate Partner uses such information solely for the purpose of evaluating its participation in the transactions contemplated by this Agreement, and is bound by a confidentiality obligation to Purchaser with respect to the Merchant Confidential Information. Notwithstanding anything contained in this Section 9, Purchaser may aggregate Merchant Confidential Information with other similar information Purchaser obtains in the ordinary course of its business in order to compile statistical and other information for the purpose of monitoring its business, analyzing, improving and marketing its products and services and providing such aggregated information to third parties which are interested in evaluating market trends or the performance of Purchaser's business or marketing their own services and products.

Section 10. Power of Attorney.

Merchant irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action and execute any instrument or document to settle all obligations due to Purchaser from Merchant or Financial Institution or, in the case of an Event of Default, from Merchant under this Agreement, including (a) to obtain and adjust insurance; (b) to collect monies due or to become due under or in respect of any of the Merchant Obligations (c) to receive, endorse and collect any cheques, notes, drafts, instruments, documents or chattel paper in connection with clause (a) or clause (b) of this Section 10; (d) to sign Merchant's name on any invoice, bill of lading or assignment directing customers or account debtors to make payment directly to Purchaser; and (e) to file any claims or take any action or institute any Proceeding which Purchaser may deem necessary to satisfy the Merchant Obligations in full, or otherwise to enforce its rights and remedies under this Agreement.

Section 11. Miscellaneous.

11.1 Entire Agreement. This Agreement (including the Terms), together with each Ancillary Document, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof and supersede any and all prior or contemporaneous representations, statements, understandings, undertakings, commitments or agreements, whether written or oral, by or between or among the Parties with respect to such subject matter. For the avoidance of doubt, this Agreement does not contemplate any purchase of Merchant's Receipts by Purchaser in addition to the Purchased Receipts and Purchaser has no obligation, express or implied, to make any such purchase. Any such purchase will be in the sole discretion of Purchaser and will only occur upon the execution and delivery by Merchant and Purchaser of appropriate documents satisfactory to Purchaser in its sole discretion.

11.2 Assignment; Binding Nature; No Third-Party Beneficiaries; Survival. Neither Merchant nor Owner/Guarantor may assign its rights, or delegate the performance of its duties, under this Agreement or any Ancillary Document without the express prior written consent of Purchaser, which Purchaser may give or not give in its sole discretion. Purchaser may assign, transfer or sell its rights to receive all or any portion of the Merchant Obligations, or delegate the performance of its duties hereunder, either in whole or in part, and shall give notice of any such assignment, transfer, sale or delegation to Merchant and Owner/Guarantor, provided that no such notice shall be necessary with respect to any assignment, transfer or sale to a Syndicate Partner or to an Affiliate of Purchaser. Upon any such assignment, the assignee shall have all of the rights, remedies, powers and privileges of Purchaser under this Agreement. For the avoidance of doubt, no assignment, transfer or sale of this Agreement or Purchaser's rights hereunder by Purchaser or any such Affiliate as collateral security shall constitute, or be deemed or construed to constitute, an assignment, transfer or sale for purposes of this Section 11.2. This Agreement and each Ancillary Document shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, executors, personal representatives and heirs. No Person, other than the Parties and their respective successors, permitted assigns, executors, personal representatives and heirs, is entitled to the benefit of this Agreement or any Ancillary Document, or any provision hereof or thereof, provided that Purchaser, both as a principal and as Agent, each Syndicate Partner, and the respective officers, directors, managers, members, stockholders and other owners, employees and consultants of Purchaser and each Syndicate Partner, and the Financial Institution, and the successors, permitted assigns, executors, personal representatives and heirs of each of the foregoing, shall be third party beneficiaries of this Agreement and the Ancillary Documents and may rely upon the terms of this Agreement and the Ancillary Documents and raise them as a defense in any Proceeding. The provisions of Sections 6.14, 7, 8 and 9 and this Section 11 shall survive the satisfaction in full of the Merchant Obligations, and the provisions of Sections 2, 6.14, 7, 8, 9, 10 and this Section 11, and any other provision of this Agreement that by its terms or intention should survive, shall survive any other termination or expiration of this Agreement.

11.3 Amendment and Waiver. Neither this Agreement or any Ancillary Document, nor any provisions hereof or thereof, may be amended, changed, otherwise modified or discharged or terminated unless such amendment, change, modification, discharge or termination is expressly set forth in a written instrument that is duly executed by the Parties that executed this Agreement or such Ancillary Document, as applicable. No waiver of any provision of this Agreement or of any Ancillary Document and no waiver of any breach or default under this Agreement or any Ancillary Document shall be valid or effective unless such waiver is expressly set forth in a written instrument that is duly executed by the Parties that executed this Agreement or such Ancillary Document, as applicable. Any such waiver shall be effective only to the extent set forth therein and shall not be effective with respect to any provision, breach or default not expressly set forth therein, whether or not similar to the provision, breach or default set forth therein, nor with respect to the same or any similar breach or default on a future occasion. Neither the failure to exercise, nor any delay in exercising, any right, remedy or power under this Agreement, any Ancillary Document or applicable law shall impair or constitute a waiver of such right, remedy or power. No course of conduct by any Party or between or among the Parties shall constitute or be deemed to constitute a waiver of any provision of or any breach of or default under this Agreement or any Ancillary Document.

11.4 Interest Act (Canada) For greater certainty, the Parties acknowledge that this Agreement does not provide for, nor does Purchaser charge or collect, any interest. This Section is included solely out of an abundance of caution and to the extent that any amount collected under this Agreement were ever determined by a court to constitute interest (which the Parties expressly deny), such amount shall be expressed and calculated in accordance with the requirements of the *Interest Act (Canada)*.

11.5 Choice of Law; Submission to Ontario Courts; Waiver of Jury Trial. This Agreement and the Ancillary Documents shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario applicable to contracts made and to be performed entirely in the Province of Ontario, without reference to the principles of conflict of laws of such Province. Any controversy or claim arising out of or relating to this Agreement or any Ancillary Document or the transactions contemplated hereby or thereby, or any breach hereof or thereof or default hereunder or thereunder, shall be submitted for resolution to a provincial or federal court sitting in the Province of Ontario, or in the Province where the Merchant's place of business is located, which courts shall have exclusive jurisdiction with respect to any such controversy or claim. Each of the Parties agrees not to assert in any forum that such courts are not a convenient forum, or that there is a more convenient forum, for the resolution of any such controversy or claim, and waives any and all objections to jurisdiction or venue. Service of process and any other papers or documents with respect to any such controversy or claim may be made in accordance with the provisions of Section 11.13 for the giving of notices under this Agreement. For the avoidance of doubt, Purchaser or its assigns or agents may serve any summons, complaint or other process to commence or prosecute any Proceeding against Merchant and/or Owner/Guarantor by mailing the same by registered or certified mail, return receipt requested, to the respective mailing addresses set forth in Section 11.13 and any such mailing shall constitute proper service thereof for all purposes.

THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY COURT IN ANY PROCEEDING ON ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ANCILLARY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR ANY BREACH HEREOF OR THEREOF OR DEFAULT HEREUNDER OR THEREUNDER OR ANY ENFORCEMENT HEREOF OR THEREOF. THE PARTIES HEREBY ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS LEGAL COUNSEL.

11.6 Class Action Waiver.

PURCHASER AND MERCHANT ACKNOWLEDGE AND AGREE THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE BETWEEN THEM ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS. EACH PARTY HEREBY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER LEGAL' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

11.7 Equitable Relief. Merchant and each Owner/Guarantor acknowledge and agree that in the event it breaches or threatens to breach any provision of Section 9, Purchaser may suffer irreparable damage for which monetary relief will not be an adequate remedy. Therefore, Merchant and each Owner/Guarantor agree that upon any such breach or threatened breach, Purchaser shall be entitled to seek specific performance and/or preliminary and permanent injunctive or other appropriate equitable relief to remedy such breach or to prevent such threatened breach without posting any bond or other security and without proving that monetary damages would be an inadequate remedy.

11.8 Further Acts; Solicitations.

(a) Merchant and each Owner/Guarantor agree to do such further acts and things and to execute and deliver such additional agreements, powers of attorney, documents and instruments as Purchaser may reasonably request to carry into effect the terms, provisions and purposes of this Agreement and any Ancillary Document or to better assure and confirm unto Purchaser its title to the Purchased Receipts, as well as its rights and remedies hereunder or thereunder.

(b) Merchant agrees that any call between Purchaser and Merchant, and their respective employees or agents, and Owner/Guarantor agrees that any call between Purchaser or its employees and agents and Owner/Guarantor, may be recorded or monitored. Merchant and Owner/Guarantor also agree that there is an established business relationship between and among them and Purchaser and therefore Purchaser may contact Merchant and its employees and agents and/or Owner/Guarantor from time to time regarding the transactions contemplated by this Agreement or other business matters. Merchant and Owner/Guarantor each agree that such contacts shall not be regarded as unsolicited or inconvenient and may be made by way of any phone number, including cell phone, e-mail address or facsimile number provided by Merchant, or its employees or agents, or Owner/Guarantor to Purchaser or its employees or agents. Merchant and each Owner/Guarantor waive, to the fullest extent permissible under applicable law, the provisions of, and shall indemnify Purchaser, its Affiliates and such third Persons and hold each of them harmless from and against any and all claims under, the Canada's Anti-Spam Legislation, the Personal Information Protection and Electronic Documents Act and any and all other provincial, territorial or federal law relating to transmissions or solicitations by any of the methods described above in this sentence.

11.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning or interpretation of any provision of this Agreement.
The Parties expressly request that any court reform rather than void any provision found unenforceable so as to preserve the Parties' economic intent.

11.10 Severability. If any provision of this Agreement or any Ancillary Document or the application of any such provision to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or such Ancillary Document or the application of such provision to such Party or circumstance other than those to which it is so determined to be invalid or unenforceable, shall not be affected by such determination, and each other provision of this Agreement and any Ancillary Document, as the case may be, shall be enforced to the fullest extent permitted by applicable law. If the final judgment of a court of competent jurisdiction determines that any provision of this Agreement or any Ancillary Document is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to, and shall, reduce the duration or scope of such invalid or unenforceable provision, or to delete specific words or phrases therefrom or add specific words or phrases thereto, and to replace such provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the Parties with respect to the invalid or unenforceable provision, and this Agreement and any such Ancillary Document, as the case may be, shall be enforced as so modified.

11.11 References and Construction. References in this Agreement to "Section" mean and refer to the designated section of this Agreement, unless otherwise indicated. Words such as "herein," "hereby," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. Common nouns and pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, and words in the singular shall refer to the plural, and vice versa, as the identity of the Person, Persons or other reference in the context requires. Whenever used in this Agreement, "or" shall include both the conjunctive and disjunctive, "any" shall mean "one or more" and "including" and "include" shall mean "including" and "includes" "without limitation," respectively. All references in this Agreement or in any Ancillary Document to "dollars" or "$" mean and refer to Canadian dollars. Each Party has been represented by counsel in connection with the drafting, execution and delivery of this Agreement and the Ancillary Documents and the language used in this Agreement and in the Ancillary Documents shall be deemed to be the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against a Party and each Party agrees that if an ambiguity exists with respect to any provision of this Agreement, or any Ancillary Document, such provision shall not be construed against a Party because such Party or its representative drafted such provision.

11.12 Counterparts; Delivery by Electronic Means. This Agreement and each Ancillary Document may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. The Parties may execute and deliver a counterpart of this Agreement or any Ancillary Document by facsimile or email transmission. Each Party agrees that the delivery of a counterpart of this Agreement or any Ancillary Document by facsimile or email shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement or any Ancillary Document by all Parties to the same extent that an original signature could be used.

11.13 Notices. Unless otherwise expressly provided for in this Agreement, any notice authorized or required by this Agreement to be given to a Party shall be given in writing and addressed to such Party and delivered via (a) registered mail with a return receipt requested, (b) nationally recognized overnight courier service, (c) email or facsimile, if a copy thereof is provided by any other means set forth in this Section 11.13, or (d) hand delivery with signature acknowledging receipt to such Party at its office at the address (and person's attention) set forth below, or at such other address (or to such other person's attention) as may be specified by a written notice given in accordance with this Section 11.13. Notices given by registered mail shall be effective five (5) Business Days after mailing, notices given by overnight courier service shall be effective on the next Business Day and notices given by email or facsimile shall be given when received. Notwithstanding the foregoing, Merchant may not give any notice to Purchaser via email or facsimile unless Purchaser expressly consents thereto in its sole discretion. Merchant and Guarantor hereby provide express consent under Canada's Anti-Spam Legislation (S.C. 2010, c.23) to receive electronic messages relating to this Agreement, including PAD notices, reconciliation communications, collection requests, and administrative updates. This consent survives termination of this Agreement.

11.14 The Parties agree to treat this transaction as a true sale of receivables for all accounting and tax purposes.

11.15 Acknowledgment of Security Interest and Security Agreement; Financing Statements.

(a) The Receipts sold by Merchant to Purchaser pursuant to this Agreement are "accounts" or "intangibles" as those terms are defined in the PPSA and such sale shall constitute and shall be construed and treated for all purposes as a true and complete sale, conveying good title to the Purchased Receipts free and clear of any Liens, by Merchant to Purchaser. To the extent that the Purchased Receipts are "accounts" or "intangibles" then (i) the sale of the Purchased Receipts creates a security interest (as defined in the PPSA); (ii) this Agreement constitutes a "security agreement" under the PPSA; and (iii) Purchaser has all the rights of a secured party under the PPSA with respect to the Purchased Receipts. Purchaser further agrees that, with or without an Event of Default, Purchaser may notify account debtors, or other persons obligated on the Purchased Receipts, of Merchant's sale of the Purchased Receipts and may instruct them to make payment or otherwise render performance to or for the benefit of Purchaser.

(b) Merchant authorizes Purchaser to file one or more financing statements under the PPSA to give notice that the Purchased Amount of Receipts is the sole property of Purchaser. Merchant authorizes Purchaser to effect a PAD payment to the Specified Account for all costs incurred by Purchaser in connection with the filing, amendment or termination of any PPSA filings.

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c/o BizFund Canada LTD

PERFORMANCE GUARANTEE

Merchant's Legal Name: US AIR COMPRESSOR

D/B/A: US AIR COMPRESSOR (CANADA

Province of incorporation: ONTARIO

Type of entity: CORPORATION

Physical Address: 5311 JOHN LUCAS DRIVE, BURLINGTON, ON L7L 6A8

Mailing Address: SAME AS ABOVE

Date business started (mm/yy): 03/2019

GUARANTEE

Personal Guarantee of Performance. The undersigned (the "Guarantor(s)") hereby irrevocably and unconditionally guarantees to Purchaser Merchant's performance when due and in full of all of the representations, warranties, covenants and agreements made by Merchant in that certain Merchant Cash Advance Agreement between BizFund Canada Ltd. as Purchaser, and the Merchant named above to which this Guarantee is attached (as the same may be extended, renewed, amended, modified or restated from time to time, the "Merchant Agreement"). Such representations, warranties, covenants and agreements are referred to herein as the "Guaranteed Obligations." Guarantor guarantees Merchant's performance of its covenants and representations under the Merchant Agreement but does not guarantee the collection of Purchased Receipts except in the event of Merchant's breach, fraud, or misrepresentation or other acts as listed below.. For the avoidance of doubt, this Guarantee does not constitute a guarantee of payment by the undersigned Guarantor(s) of any obligation of Merchant under the Merchant Agreement. Guarantor(s) shall pay to Purchaser all costs and expenses Purchaser incurs as result of or in connection with the enforcement of Purchaser's rights and remedies under this Guarantee, including fees, costs and expenses of investigation, court costs and fees and expenses of legal counsel and other professionals.

Guarantor Waivers. In the event that Merchant fails to perform any obligation when due under the Merchant Agreement, Purchaser may enforce its rights under this Guarantee without first seeking to obtain payment from Merchant or any other guarantor under this Guarantee or any other security agreement or guarantee. Guarantor(s) also waives any and all defenses, set-offs, counterclaims and cross claims available to him or her in any action by Purchaser to enforce this Guarantee, including any claim or defense of usury.

Purchaser does not have to notify Guarantor of, or obtain Guarantor's consent with respect to, any of the following events and Guarantor will not be released from his or her obligations under this Guarantee as a result of (even if he or she is not notified of or does not consent to): (i) Merchant's failure to perform any obligation under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; or (iv) Purchaser's acceptance of this Guarantee. In addition, Purchaser may take any of the following actions without notifying Guarantor, obtaining his or her consent or releasing Guarantor from any of his or her obligations under this Guarantee: (i) extend, renew, amend, modify or restate, in whole or in part, at any time or from time to time, the Merchant Agreement, the Merchant Obligations or Merchant's other obligations to Purchaser; (ii) release of Merchant from all or any part of its obligations to Purchaser (including the Merchant Obligations); (iii) sell, release, impair, waive or otherwise fail to realize upon any other guarantee of the Guaranteed Obligations or any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Guarantee; or (v) any other action or inaction that would, under applicable law or principles of equity, release or discharge a surety. Furthermore, this Guarantee shall be enforceable against Guarantor(s) regardless of whether the Merchant Agreement or any other Ancillary Document is valid or enforceable against Merchant or any other Person and notwithstanding any defense, setoff or counterclaim that Merchant may have or assert against Purchaser or any other Person.

Until all Merchant Obligations have been irrevocably satisfied in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Guarantee. Guarantor irrevocably waives and agrees not to seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Guarantee: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; (v) contribution; and (vi) any and all rights of set-off, counterclaim or cross claim. In the event that Purchaser must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a Proceeding under the Bankruptcy and Insolvency Act (Canada) or any other bankruptcy or insolvency law, Guarantor's obligations under this Guarantee shall include that amount.

Guarantor Acknowledgement. Guarantor acknowledges that: (i) it understands the seriousness of the provisions of this Guarantee; (ii) it has had a full opportunity to consult with counsel of its choice; and (iii) it has consulted with counsel of its choice or has decided not to avail itself of that opportunity. Guarantor shall have no liability solely as a result of Merchant’s bankruptcy, insolvency, or business failure, provided no fraud, intentional misrepresentation, or unlawful diversion of Purchased Receipts has occurred.

Joint and Several Liability. The obligations hereunder of the persons or entities constituting Guarantor under this Guarantee are joint and several and shall be binding upon and enforceable against each of them, separately, and their respective executors, personal representatives, heirs, successors and permitted assigns.

Governing Law and Jurisdiction. This Guarantee shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of Ontario, sitting in Toronto.

Waiver of Trial by Jury

THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY COURT IN ANY PROCEEDING ON ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY BREACH HEREOF OR DEFAULT HEREUNDER OR ANY ENFORCEMENT HEREOF. THE PARTIES HEREBY ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL.

Class Action Waiver

EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE WITH RESPECT THERETO ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS. THEREFORE, EACH GUARANTOR KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST PURCHASER AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT A GUARANTOR IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST PURCHASER, SUCH GUARANTOR AGREES THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER LEGAL FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) SUCH GUARANTOR, AS A MEMBER OF THE CLASS, WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

Guarantor waives the benefit of discussion, the benefit of division, and all other suretyship defenses permitted to be waived under Ontario law. This Guarantee is a continuing, absolute, and unconditional obligation.

Security Interest. Guarantor(s) hereby assigns to Purchaser, as collateral security, and grants to Purchaser a security interest in its "accounts" and "intangibles" (as those terms are defined in the PPSA) now existing or hereafter arising, to secure its obligations under this Guarantee. Guarantor(s) agrees that Purchaser is authorized to and may (a) file one or more financing statements under the PPSA to give notice of the grant of this security interest, and to file appropriate amendments, continuations and termination statements with respect thereto; (b) notify account debtors, or other persons obligated with respect to such accounts and payment obligations, of this security interest and instruct them to make payment or otherwise render performance to or for the benefit of Purchaser; and (c) exercise any and all rights and remedies available to it under the PPSA or other applicable law to protect and enforce its rights under this security interest.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS, ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS GUARANTEE. CAPITALIZED TERMS NOT DEFINED IN THIS GUARANTEE, SHALL HAVE THE RESPECTIVE MEANINGS SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GUARANTOR(S) EXPRESSLY ACKNOWLDEGES, CONFIRMS AND AGREES TO THE PROVISIONS OF SECTION 1.3 AND 6.7 OF THE MERCHANT AGREEMENT.

Independent Legal Advice.
Merchant and each Owner/Guarantor acknowledge that they have had the opportunity to obtain independent legal advice, understand that this transaction is a purchase of receivables and not a loan, and execute this Agreement freely and without duress.

MERCHANT #1 BY: US AIR COMPRESSOR (Print Name) MEHMET KUZUCAN BORA SIN# (optional) 149380479	Signed by: Mehmet Kuzucan Bora 5277C081B6C641B... (Signature) Driver's License Number:	Sign Here
OWNER/GUARANTOR #1 BY: US AIR COMPRESSOR (Print Name) MEHMET KUZUCAN BORA SIN# (optional) 149380479	Signed by: Mehmet Kuzucan Bora 5277C081B6C641B... (Signature) Driver's License Number:	Sign Here

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APPENDIX A: THE FEE STRUCTURE

All Fees represent a genuine pre-estimate of administrative costs, underwriting expenses, monitoring costs, and risk management expenses incurred by Purchaser, and are not intended as penalties.

BizFund Canada LTD

a. **[Fees relating to PAD payments]**	**$4,200.00**	
b. Origination Fee	**WAIVED**	
c. NSF Fee (Standard)	$ 50 each.	
d. Rejected PAD payment Fee	When Merchant directs the bank to reject PAD payment.	
e. Bank Change Fee	$75 each occurrence When Merchant requires a change of account to be debited requiring us to adjust our system.	
f. Blocked Account-	$2,500	When Merchant BLOCKS account from a PAD payment for nine (9) Business Days or less which places them in default (a separate fee from a default fee).
g. No Stacking Fee	$5,000	When Merchant breaches its covenant in Section 6.9 (a separate fee from and in addition to a Default Fee).
h. Default Fee	$5,000	In addition to other fees that may be applied, when Merchant changes, closes or blocks the account for more than ten (10) Business Days without authorization from Purchaser, or upon any Event of Default pursuant to the terms of Merchant Agreement.

Miscellaneous Service Fees. Merchant shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to: Merchant's funding is transacted electronically to their designated bank account and charged a fee of [?]. The fee for the PAD payment, origination and associated funds transmission charges are paid by deduction from the funded amount in accordance with the schedule on this page. Any administrative adjustments associated with changes to the Specified Percentage and Specific Daily Amount will incur a fee of $75 per occurrence. (All fees are subject to change at the sole and exclusive discretion of Purchaser upon notice of not less than 30 calendar days).

Merchant Initials:

Initial

MkB

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BizFund Canada LTD APPENDIX B

PRE-AUTHORIZED DEBIT (PAD) AUTHORIZATION AGREEMENT

US AIR COMPRESSOR ("Merchant") ("Merchant") hereby authorizes BizFund Canada LTD, ("Purchaser") to debit the following account in the amount of Weekly Amount specified below and all fees and other payments due to Purchaser from Merchant under the terms of that certain Merchant Cash Advance Agreement for the Purchase and Sale of Future Receipts (the "Agreement") entered into between Merchant and Purchaser, as it may be extended, renewed, amended, modified or restated in whole or in part at any time or from time to time. Merchant also authorizes Purchaser to initiate additional entries (debits and credits) in various amounts, including to correct any erroneous transfers.

Merchant represents and warrants that the designated account is established and used primarily for commercial/business purposes, and not for consumer, family or household purposes. This is a PAD authorization for business purposes. Merchant authorizes Purchaser to contact Merchant's financial institution to obtain available funds information and/or to verify any information Merchant has provided about the designated account and to correct any missing, erroneous or out-of-date information. Merchant may cancel this PAD authorization before the next debit is scheduled from the designated account by providing Purchaser with at least thirty (30) days written notice at Raymondm@bizfund.com **or calling 302-883-8306** Merchant may obtain a sample cancellation form, or further information on Merchant's right to cancel this PAD agreement, at Merchant's financial institution or by visiting www.payments.ca. Merchant has certain recourse rights if any debit does not comply with this agreement. For example, Merchant has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on Merchant's recourse rights, Merchant may contact Merchant's financial institution or visit www.payments.ca. Termination by Merchant of this PAD agreement shall not terminate Merchant's obligations to Purchaser under the Agreement and, upon any such termination, Merchant must make payments to Purchaser using another payment method acceptable to Purchaser.

Merchant agrees to waive pre-notification of (a) the date and the amount of the first PAD to be debited from the designated account, (b) each PAD (in the case of variable amount payments) and (c) any changes in the amount of a PAD.

Daily Amount: **$753.80** Weekly Amount: **$3,769.00**

which is an approximate calculation of a percentage of the daily dollar value of Merchant's Receipts pursuant to the Agreement or this Authorization, on all banking days and twice on any banking day prior to a bank holiday.

Transfer Funds To/From: Name of Bank:

Name of Financial Institution: RBC

Transit #: 000300752

Account #: 1003672

DOCUMENT CONTINUES ON NEXT PAGE REMAINDER OF THIS PAGE LEFT BLANK

BIZFUND .CA
LOYAL TO YOU AND YOUR GROWTH

Merchant Information:

Merchant's Name: US AIR COMPRESSOR

Merchant's Tax ID:

Signature of Authorized Representative of Merchant:

MERCHANT (#1) Print Name: MEHMET KUZUCAN BORA Date Signed by Merchant: 5/25/2026	Signed by: Mehmet Kuzucan Bora 5277C081B6C641B... (Signature)	Sign Here

Contact information for BizFund Canada LTD

Email Address Raymondm@bizfund.com

Phone Number : 302-883-8306

[Attached Voided Cheque Here]

THIS IS EXHIBIT "8" REFERRED TO IN THE AFFIDAVIT OF MEHMET BORA KUZUCAN SWORN BEFORE ME IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, ON July 20, 2026.

DocuSigned by:

J. Zhou

6899DA08A0C8484...

Commissioner for Taking Affidavits, etc.

Jenny Zhou
LSO #87453F

From: Steven Little <slittle@srllawfirm.com>
Sent: Tuesday, July 7, 2026 5:07 PM
To: Brad Koranda <bkoranda@resecon.com>
Cc: Sam Ellingson <sellingson@thomellingson.com>
Subject: United States Air Compressor Incorporated

Mr. Koranda,

My client wanted me to send you the attached Protective Order issued by the Court. I will be sending you the bank statements by ShareFile attachments subject to the terms of the Protective Order. But unless Ms. Ellingson agrees in writing to comply with the terms of the Protective Order and not share them with Bora Kuzucan and his attorneys, you are instructed to not share them with her until further notice.

Steven R. Little | SRL Law, PLLC | 11670 Fountains Drive North, Suite 200, Maple Grove, MN 55369 | Office (651) 789-0775 | Mobile (612) 590-4010 | slittle@srllawfirm.com | www.srllawfirm.com |

...

Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON et al.
Applicants

-and-

MEHMET BORA KUZUCAN et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MEHMET BORA KUZUCAN

(Sworn July 20, 2026)

GOWLING WLG (CANADA) LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5
Tel: 416-862-7525

Christopher Stanek (LSO #45127K)
christopher.stanek@gowlingwlg.com
Tel: 416-862-4369

Jenny Zhou (LSO #87453F)
jenny.zhou@gowlingwlg.com
Tel: 416-862-4476

Lawyers for the Respondents

File No. G10098570

93393443\3

This is **Exhibit "E"** referred to in the Affidavit of Stephen Gilbertson affirmed this 28th day of August, 2026.

K Donovan

KATHERINE (KASIA) DONOVAN
(LSO# 87212H)

Commissioner for Taking Affidavits (or as may be)

ServiceOntario

Login New Enquiry Rate Our Service

Enquiry Result

File Currency: **25AUG 2026**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	25AUG 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	505990071	1	7	1	14	03JUN 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
505990071		001	3			20240603 1422 1532 9039	P PPSA	07
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	US AIR COMPRESSOR (CANADA) INC.							
	Address					**City**	**Province**	**Postal Code**
	5311 JOHN LUCAS DR SUITE 12-13SUITE 12-1					BURLINGTON	ON	L7L6A8
Individual Debtor	**Date of Birth**		**First Given Name**			**Initial**	**Surname**	
	20JAN1967		MEHMET			B	KUZUCAN	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address					**City**	**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612					TORONTO	ON	M5S3A6
Secured Party	**Secured Party / Lien Claimant**							
	THE BANK OF NOVA SCOTIA							
	Address					**City**	**Province**	**Postal Code**
	10 WRIGHT BOULEVARD					STRATFORD	ON	N5A7X9
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X	91948.21		
Motor Vehicle Description	**Year**	**Make**				**Model**	**V.I.N.**	
	2024	JEEP				GRAND CHEROKEE L	1C4RJKEG5R8569592	
General Collateral Description	**General Collateral Description**							
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE							
	AND THE PROCEEDS OF THOSE VEHICLES							

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	25AUG 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	505990071	1	7	2	14	03JUN 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period
505990071		002	3			20240603 1422 1532 9039		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
	20JAN1967		MEHMET				KUZUCAN	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	Address					City	Province	Postal Code
	1001 BAY ST SUITE 1612SUITE 1612					TORONTO	ON	M5S3A6
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
	20JAN1967		MEHMET				KVZUCAN	
Business Debtor	Business Debtor Name						Ontario Corporation Number	
	Address					City	Province	Postal Code
	1001 BAY ST SUITE 1612SUITE 1612					TORONTO	ON	M5S3A6
Secured Party	Secured Party / Lien Claimant							
	Address					City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address					City		Province	Postal Code

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	25AUG 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	505990071	1	7	3	14	03JUN 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
505990071		003	3		20240603 1422 1532 9039			
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
	20JAN1967		MEHMET BORA				KUZUCAN	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612				TORONTO		ON	M5S3A6
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	Address				**City**		**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**							
Registering Agent	**Registering Agent**							
	Address				**City**		**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.
File Currency	25AUG 2026

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	506736891	2	7	4	14	26JUN 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
506736891		001	3		20240626 1317 1532 0379	P PPSA	08

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	US AIR COMPRESSOR (CANADA) INC.			
	Address		**City**	**Province**	**Postal Code**
	5311 JOHN LUCAS DR SUITE 12-13SUITE 12-1		BURLINGTON	ON	L7L6A8

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
	20JAN1967	MEHMET	B	KUZUCAN
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612		TORONTO	ON	M5S3A6

Secured Party	**Secured Party / Lien Claimant**			
	THE BANK OF NOVA SCOTIA			
	Address	**City**	**Province**	**Postal Code**
	10 WRIGHT BOULEVARD	STRATFORD	ON	N5A7X9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	68012.46		

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2024	JEEP	GRAND CHEROKEE L	1C4RJKAG8R8943795

General Collateral Description	General Collateral Description
	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
	AND THE PROCEEDS OF THOSE VEHICLES

Registering Agent	**Registering Agent**			
	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.
File Currency	25AUG 2026

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	506736891	2	7	5	14	26JUN 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

506736891		002	3			20240626 1317 1532 0379				
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**		**Surname**	
	20JAN1967		MEHMET						KUZUCAN	
Business Debtor	**Business Debtor Name**								**Ontario Corporation Number**	
	Address						**City**		**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612						TORONTO		ON	M5S3A6
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**		**Surname**	
	20JAN1967		MEHMET						KVZUCAN	
Business Debtor	**Business Debtor Name**								**Ontario Corporation Number**	
	Address						**City**		**Province**	**Postal Code**
	1001 BAY ST SUITE 1612SUITE 1612						TORONTO		ON	M5S3A6
Secured Party	**Secured Party / Lien Claimant**									
	Address						**City**		**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**		**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**				**Model**			**V.I.N.**	
General Collateral Description	**General Collateral Description**									
Registering Agent	**Registering Agent**									
	Address						**City**		**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.									
File Currency	25AUG 2026									
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**			**Status**	
	506736891	2	7	6	14	26JUN 2032				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**			**Registered Under**	**Registration Period**
506736891		003	3			20240626 1317 1532 0379				
Individual Debtor	**Date of Birth**		**First Given Name**				**Initial**		**Surname**	
	20JAN1967		MEHMET BORA						KUZUCAN	
Business Debtor	**Business Debtor Name**								**Ontario Corporation Number**	

	Address	City	Province	Postal Code
	1001 BAY ST SUITE 1612SUITE 1612	TORONTO	ON	M5S3A6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	25AUG 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	508333635	3	7	7	14	19AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
508333635		001	1		20240819 1331 1532 6302	P PPSA	05

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	US AIR COMPRESSOR (CANADA) INC.			
	Address	City	Province	Postal Code
	5311 JOHN LUCAS DR	BURLINGTON	ON	L7L 6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name				Ontario Corporation Number	
	Address			City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant		
	ROYAL BANK OF CANADA		
	Address	City	Province	Postal Code
	36 YORK MILLS ROAD, 4TH FLOOR	TORONTO	ON	M2P 0A4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.				
File Currency	25AUG 2026				
	File Number	Family	of Families	Page	of Pages
	508333635	3	7	8	14

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20260609 1322 1590 3864	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	508333635			D ASSGNMT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	US AIR COMPRESSOR (CANADA) INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname	
	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Assignor Name	Assignor Name			
	ROYAL BANK OF CANADA			
Secured Party	Secured party, lien claimant, assignee			
	MEHMET BORA KUZUCAN			
	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GOWLING WLG (CANADA) LLP (I. LI)			
	Address	City	Province	Postal Code
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	25AUG 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	524584521	4	7	9	14	27FEB 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
524584521		001	1		20260227 1749 9586 9369	P PPSA	03

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	US AIR COMPRESSOR (CANADA) INC.				
	Address		City	Province	Postal Code
	5311 JOHN LUCAS DRIVE		BURLINGTON	ON	L7L 6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	MERCHANT OPPORTUNITIES CANADA LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	200-171 WATER ST.	VANCOUVER	BC	V6B 1A7

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS,
	INCLUDING, BUT NOT LIMITED TO, THE FUTURE DEBIT/CREDIT CARD
	RECEIVABLES OF THE DEBTORS.

Registering Agent	Registering Agent			
	MERCHANT GROWTH LTD.			
	Address	City	Province	Postal Code
	200-171 WATER STREET	VANCOUVER	BC	V6B 1A7

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.						
File Currency	25AUG 2026						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	527752647	5	7	10	14	09JUN 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
527752647		001	1		20260609 1322 1590 3863	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	US AIR COMPRESSOR (CANADA) INC.			
	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	MEHMET BORA KUZUCAN

	Address	City	Province	Postal Code
	UNIT 5 , 5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L 6A8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	GOWLING WLG (CANADA) LLP (I. LI)			
	Address	City	Province	Postal Code
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

END OF FAMILY

Type of Search	Business Debtor					
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.					
File Currency	25AUG 2026					
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	528643539	6	7	11	14	07JUL 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
528643539		01	002		20260707 1403 1462 5981	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	US AIR COMPRESSOR CANADA INC			
	Address	City	Province	Postal Code
	5311 JOHN LUCAS DRIVE	BURLINGTON	ON	L7L6A8

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	20JAN1967	MEHMETBORA		KUZUCAN

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	Address	City	Province	Postal Code
	1612 1001 BAY STREET	TORONTO	ON	M5S3A6

Secured Party	Secured Party / Lien Claimant			
	CANACAP			
	Address	City	Province	Postal Code
	4211 YONGE ST SUITE 402	TORONTO	ON	M2P2A9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL
	INTANGIBLES, INSTRUMENTS, AND INVENTORY, AS THOSE TERMS ARE DEFINED
	IN THE PERSONAL PROPERTY SECURITY ACT (THE PPSA), NOW OR HEREAFTER

Registering Agent	Registering Agent			
	CANACAP			
	Address	City	Province	Postal Code
	4211 YONGE ST SUITE 402	TORONTO	ON	M2P2A9

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.					
File Currency	25AUG 2026					
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	528643539	6	7	12	14	07JUL 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
528643539		02	002		20260707 1403 1462 5981	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			
	OWNED OR ACQUIRED BY MERCHANT AND (B) ALL PROCEEDS, AS THAT TERM IS			
	DEFINED IN THE PPSA (A AND B COLLECTIVELY, THE COLLATERAL).			
Registering Agent	Registering Agent			
	CANACAP			
	Address	City	Province	Postal Code
	4211 YONGE ST SUITE 402	TORONTO	ON	M2P2A9

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.							
File Currency	25AUG 2026							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	790796475	7	7	13	14	15FEB 2028		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period
790796475		001	1			20230215 1806 1532 7957	P PPSA	05

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	US AIR COMPRESSOR CANADA INC				
	Address		City	Province	Postal Code
	5596 AMBLER DRIVE		MISSISSAUGA	ON	L4W2K9
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
	20JAN1967	MEHMET	B	KUZUCAN	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
	43 SHORE GARDENS		OAKVILLE	ON	L6L5Z2
Secured Party	Secured Party / Lien Claimant				
	ROYAL BANK OF CANADA				
	Address		City	Province	Postal Code
	10 YORK MILLS ROAD 3RD FLOOR		TORONTO	ON	M2P 0A2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X					X	52735.49	14FEB2028	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2016	BMW	7 SERIES	WBA7F2C53GG417790

General Collateral Description	General Collateral Description
	THE FULL DEBTOR NAME IS - MEHMET BORA KUZUCAN
Registering Agent	Registering Agent

	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	US AIR COMPRESSOR (CANADA) INC.									
File Currency	25AUG 2026									
	File Number	**Family**	**of Families**	**Page**	**of Pages**					
	790796475	7	7	14	14					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**		**Registered Under**			
		001	1		20260609 1323 1590 3865					
Record Referenced	**File Number**		**Page Amended**	**No Specific Page Amended**	**Change Required**		**Renewal Years**	**Correct Period**		
	790796475				D ASSGNMT					
Reference Debtor/ Transferor	**First Given Name**				**Initial**	**Surname**				
	Business Debtor Name									
	US AIR COMPRESSOR CANADA INC									
Other Change	**Other Change**									
Reason / Description	**Reason / Description**									
Debtor/ Transferee	**Date of Birth**	**First Given Name**			**Initial**	**Surname**				
	Business Debtor Name						**Ontario Corporation Number**			
	Address				**City**		**Province**	**Postal Code**		
Assignor Name	**Assignor Name**									
	ROYAL BANK OF CANADA									
Secured Party	**Secured party, lien claimant, assignee**									
	MEHMET BORA KUZUCAN									
	Address				**City**		**Province**	**Postal Code**		
	UNIT 5 , 5311 JOHN LUCAS DRIVE				BURLINGTON		ON	L7L 6A8		
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**	
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**			

General Collateral Description	**General Collateral Description**			
Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**			
	GOWLING WLG (CANADA) LLP (I. LI)			
	Address	**City**	**Province**	**Postal Code**
	1600-1 FIRST CANADIAN PLACE 100 KING STR	TORONTO	ON	M5X 1G5

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

Show All Pages

Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON et al. -and- MEHMET BORA KUZUCAN et al.

Applicants (Moving Parties) Respondents (Responding Parties)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

AFFIDAVIT OF STEPHEN GILBERTSON
(Affirmed August 28, 2026)

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Suite 300-302
Toronto, ON M5V 1E3

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Lawyers for the Applicants

Court File No. CL-25-00753596-0000

STEPHEN GILBERTSON et al. -and- MEHMET BORA KUZUCAN et al.

Applicants (Moving Parties) Respondents (Responding Parties)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

MOTION RECORD
(for Receiver's Charge)

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Lawyers for the Applicants

RCP-E 4C (September 1, 2020)